

(the contract is prepared for the individual option for which the tenderer will be selected)

**SAMPLE CONTRACT FOR THE SUPPLY OF CATALYST ELEMENTS
FOR SCR REACTOR OF UNIT 6**
(Contract No. _____)

negotiated and concluded between

ŠOŠTANJ THERMAL POWER PLANT (TERMoeLEKTRARNA ŠOŠTANJ, d.o.o.),
Cesta Lole Ribarja 18, 3325 ŠOŠTANJ,
represented by the General Manager, M.Sc. Branko Debeljak, hereinafter: **"the buyer or TEŠ"**
VAT ID no.: SI92189903
Registration number: 5040388000

and

COMPANY NAME,
Company address,
represented by the Director _____, hereinafter: **"the seller"**
VAT ID no.: _____
Registration number: _____

as follows.

1. INTRODUCTORY PROVISIONS

The buyer has published the "Catalyst elements for SCR reactor of unit 6" public procurement contract on the Public Procurement Portal, publication number _____ dated _____ and simultaneously in the Official Journal of the European Union, publication number _____ dated _____.

The public procurement was conducted according to an open procedure in accordance with Article 40 of the Public Procurement Act (ZJN-3).

The decision to award the public procurement contract became final on _____.

The contracting parties initially note that the buyer has the status of a public economic entity in the infrastructure area of electricity and heat production pursuant to the Act on Transitional Financing of an Accelerated and Fair Coal Phase-out (ZPFPPIP) (Official Gazette of the Republic of Slovenia, No. 109), whereby the scope and legal framework of the company's operations may change significantly after 30. April 2027, which may also affect the scope of supplies under this contract, due to which the seller is not entitled to any claims against the buyer.

The contracting parties initially establish that the buyer, in carrying out their activities, has a need for a supply of catalytic elements for the SCR reactor of unit 6 (hereinafter: "the goods").

The seller had submitted a tender, which the buyer reviewed and confirmed their suitability. The stated tender was the most favourable and is the basis for concluding this contract, which is concluded after the completion of the public procurement procedure.

The documentation related to the public procurement procedure and the seller's tender are an integral part of this contract. All documents that make up the contract represent a whole and are interpreted as such. In the event of contradictions or discrepancies regarding certain obligations, the following order shall apply for the purposes of interpretation, unless otherwise agreed:

1. The contract
2. Documentation relating to the public contract award
3. Technical part of the documentation
4. Tender proforma invoice with specification of goods
5. Seller's tender

2. SUBJECT OF THE CONTRACT

The seller has suitable goods in their sales program for the buyer and is also able to organize transportation and thus provide the buyer with the supply of goods.

The contracting parties agree that the seller shall supply the buyer with the goods that are precisely defined in the seller's tender.

By this contract, the seller undertakes to sell and deliver the required quantities of goods to the buyer, and the buyer shall pay the agreed price for it.

The buyer reserves the right to increase or decrease the volume of the ordered goods within the scope of the executed order during the execution of this contract and to adapt it to the actual needs of the buyer.

The seller is aware and agrees that due to the aforementioned reservation, it cannot reasonably expect any profit and has no rights from loss of revenue or lost profit due to the loss of positive contractual interest or similar in the event that the volume of the ordered goods is smaller than expected due to lower needs of the buyer. The seller expressly and unconditionally waives all claims against the buyer for not reaching or exceeding the estimated quantities. The estimated scope of the ordered goods may also deviate due to changes in circumstances that the buyer cannot foresee.

An individual option or part of the contract becomes binding for the contracting parties only with a written order from the buyer. The seller may not begin production, procurement of materials or any other activities for the implementation of the delivery without a prior written order from the buyer. All risks, costs or liabilities that the seller would incur due to acting in a breach of this provision shall be borne solely by the seller.

By submitting the tender, the seller has already given their prior consent to all reservations of the buyer from the documentation relating to the award of the public contract and the contract in a way that the buyer can unilaterally implement them.

3. QUALITY OF GOODS

The seller guarantees that the quality of the delivered goods shall meet the buyer's requirements in the documentation, the required and applicable standards and applicable legislation.

The seller undertakes to submit a detailed QA/QC production plan to the buyer within 30 days from the date of signing the contract.

In the event of inadequate quality of the delivered goods, the seller shall immediately proceed to eliminate the defects or supply appropriate new goods (no later than within 2 calendar weeks from the buyer's request). The costs of eliminating the defects are borne by the seller.

If the buyer has reasonable doubts that the seller shall not make the delivery on time/shall not supply goods of appropriate quality or shall not fulfil other contractual obligations under this contract, the seller is obliged to do everything necessary at their own expense to compensate for the delay or restore the required quality. Otherwise, the buyer may exercise withdrawal from the contract and contractual penalties.

4. DATE OF GOODS DELIVERY

The seller undertakes to deliver the goods that are the subject of the contract to the buyer's collection point no later than 31 August 2027.

The seller is obliged to deliver the goods to the buyer's warehouse DDP Šoštanj (Incoterms, 2020). By legibly signing the delivery note on which the buyer's contract number shall be stated, the buyer shall confirm the quantity of goods received.

Due to possible unforeseen circumstances (e.g. proven problems/delays in transport, in the supply of materials for the goods and as a result disrupted or impaired production, etc. that were not caused by the seller's fault), the delivery of the goods may be postponed or extended for as many days as the unforeseen circumstances lasted, which may not affect the change in the seller's contractual obligations or the value of the contract.

The buyer reserves the right to extend the deadline for completing the delivery of goods if, due to a reason on the buyer's side, there is a delay/interruption of the delivery of goods at the buyer's request, if the buyer orders additional goods or significant changes in the implementation that affect the critical routes for the delivery of goods – for as long as it is necessary for these deliveries of goods to be carried out.

The buyer also reserves the right to change and/or extend the delivery deadline under the contract in the event of changed circumstances occurring after the conclusion of this contract.

The contracting parties do not waive the changed circumstances retroactively.

All of the above changes do not constitute a material change in accordance with the provision of Article 95 of the Public Procurement Act (ZJN-3) and shall be carried out in accordance with Article 95(1), first paragraph, of the ZJN-3.

5. CONTRACTUAL PENALTY

The contracting parties agree that, should the Seller fail to fulfil its obligations under this Contract in the required quality or within the agreed time, or should the Buyer determine that the Seller is unable to perform the delivery ordered by the Buyer, the Seller shall pay a contractual penalty within eight (8) days from the date of issuance of the relevant invoice. In addition to and without prejudice to the Buyer's right to claim the contractual penalty, if the Seller fails to perform its obligations in a timely manner, the Buyer may, at the Seller's expense, engage another supplier to procure substitute performance (cover purchase) and shall be entitled to recover from the Seller the difference between the purchase price stipulated in this Contract and the purchase price of such cover purchase, together with any other damages recoverable under applicable law.

In the event of engaging another seller, the original seller shall pay the buyer, in addition to the contractual penalty, the costs of the other seller's invoice increased by 8 % of the buyer's handling costs.

If the seller is unable to fulfil the contractual obligations on time for reasons attributable to the buyer, or in the event of force majeure, the contractual period may be extended proportionately. In such a case, the seller is obliged to convincingly demonstrate the circumstances that prevented them from performing their contractual obligations on time. The contractual term may also be extended in other cases if the buyer estimates that replacing the seller would be unreasonable despite a minor delay in fulfilling the seller's contractual obligations.

The amount of the contractual penalty is determined based on the price specified in point 6 of this contract. The contractual penalty is paid in the amount of 0.5 % of the total contractual value for each calendar day of delay, whereby the total amount of the contractual penalty cannot exceed 15 % of the total contractual value.

In addition to the contractual penalty, the seller is also obliged to pay the buyer all compensation for damage that the buyer would have incurred due to the seller's breach of the obligations assumed by the seller under this contract.

In the event of damage suffered by the buyer due to a delay by the seller and the resulting damage exceeds the amount of the contractual penalty, the seller is obliged to pay the buyer all compensation for the damage, but not more than the total contractual value including VAT, which the buyer would have suffered due to the seller's breach of the obligations assumed by this contract. This limitation does not apply to damage caused intentionally or through gross negligence. The seller must, if

requested to do so by the buyer, cooperate with the buyer as a party in any disputes arising from the seller's delay, improper performance or non-performance.

In the event that the seller is unable to deliver the goods within the agreed deadline due to force majeure or other justifiable reasons, the delivery deadline under this contract shall be extended accordingly. The goods are transported at the seller's risk.

6. CONTRACTUAL PRICE

6.1 Unit price

Contractual unit prices for individual items are defined in the attached Goods specification, are fixed for the duration of the contract, DDP Šoštanj (Incoterms, 2020) and are exclusive of VAT, which is calculated according to the respective legislation.

6.2 Total contract value

The contracting parties agree that the contractual value for the supply of catalyst elements for the SCR reactor of unit 6 is _____ EUR excluding VAT.

7. PAYMENT TERMS AND PAYMENT METHOD

(to be supplemented accordingly depending on the option selected by the supplier)

The basis for calculating the actual quantity of goods supplied is the delivery note signed by both parties, which is an attachment to the invoice.

Option 1

The buyer shall settle the value of the delivery of goods within 60 days from the date of delivery of the goods to the seller's bank account.

Option 2

The buyer shall settle the value of the goods delivery in the following manner:

- 10 % of the contract value as an advance payment within 30 days from the date of the advance payment invoice with the submission of an appropriate advance payment guarantee, which shall be settled pro rata in proportion to the delivery of the goods. The condition for the advance payment is the submission and written confirmation of the QA/QC production plan by the buyer
- 90 % of the total contract value within 60 days from the date of delivery of the goods to the seller's bank account

The seller undertakes to deliver a substantively and computationally accurate invoice to the buyer's registered office or to the email address tes.invoices@te-sostanj.si in .pdf format within eight (8) working days from the date of delivery of the goods.

The invoice shall show VAT or an appropriate declaration of exemption from VAT in accordance with the provisions of the regulations governing VAT in EU countries.

The buyer is obliged to settle a correctly issued invoice no later than the due date.

Late payment interest is calculated in the amount of the interest rate for the 6-month EURIBOR, valid on the due date of the invoice. The Buyer is obliged to pay the interest calculation within 30 days from the date of issue of the invoice.

In the event of withdrawal from the contract or an individual part of the order, the seller is obliged to immediately return to the buyer a proportional part of the received advance payment for undelivered goods. The buyer has the right to redeem the guarantee for the refund of the advance payment in the event that the seller does not do so within 15 days.

8. RECLAMATIONS

The seller guarantees to the buyer that the goods are free from material and legal defects, and that they meet all the requirements of the procurement.

The buyer shall inspect the received goods, both quantitatively and qualitatively, and notify the seller of any obvious defects within a reasonable time.

The buyer shall notify the seller of hidden defects immediately/as soon as they are noticed. The seller is not liable for hidden defects that appear after 24 months have passed since the receipt of the goods.

In the event that the delivered goods are not suitable, the buyer's costs that the buyer would have incurred as a result shall be covered by the seller. In the event that the reclamation relates to damage incurred during transport or that a defect is identified upon receipt of the goods from the carrier, a reclamation record shall be drawn up and signed by the carrier or the buyer's representative that receives the goods.

The seller undertakes to inform the buyer in writing (via e-mail) about the resolution of the complaint and to deliver the complained goods within the shortest possible or agreed delivery period.

9. OTHER OBLIGATIONS OF THE SELLER AND THE BUYER

9.1

The seller undertakes to cooperate with the buyer in accordance with the provisions of this contract, to deliver the goods on time and in accordance with the terms and conditions defined in this contract.

The buyer undertakes to take possession of the goods ordered and cooperate with the seller in accordance with the provisions of this contract.

9.2 Protection of business secrets and personal data

The seller undertakes to:

- Permanently protect as a business secret all data and information that the seller shall obtain or have access to or become acquainted with in any way, in any form (written, oral), on any medium, if data and information is determined as a business secret as well as data and information not expressly determined to be a business secret, if the seller should or could have known that their provision or disclosure to unauthorized persons could result in material or non-material damage caused to the buyer, companies of the buyer's group or third parties
- Permanently protect all personal data with which the seller shall become acquainted with in their work with the buyer or companies of the buyer's group or in connection with work with the buyer or companies of the buyer's group, or shall be made aware of them in their work with the buyer or companies of the buyer's group regardless of which person this data refers to

Permanent protection of business secrets and personal data under the previous paragraph means the seller's obligation to use the documents, data and information under the previous paragraph exclusively for the purposes of implementing this contract, and to not disclose them to third parties in any way, in particular not by publishing them in the media, to not reproduce them, nor to exploit them for purposes other than for the fulfilment of this contract and to immediately return all records on documents or other media to the buyer or destroy them at the request of the buyer.

The seller undertakes to bind all persons who shall cooperate on the seller's side in the implementation of this contract to at least the same standard of protection of business secrets and personal data as the seller is bound under this article.

The contracting parties are aware that a breach of the duty to protect business secrets and/or personal data under this article constitutes a breach of applicable regulations and is a basis for the seller's liability for damages.

The seller, who gains access to the buyer's information system in the performance of this contract, is obliged to act in accordance with the HSE Group's information security policy, written in the general act of the HSE Group entitled: "PKS-12 Information Security Management Policy of the HSE Group" published at [ISO-27001.pdf \(te-sostanj.si\)](#).

Regardless of the above, the buyer, as a party liable for access to information of a public nature, is obliged to publish legally specified data from the concluded legal transaction.

9.3 Subcontractors *(taken into account when the seller acts with a subcontractor)*

The seller may transfer the supply of goods under this contract to subcontractors who are listed in the list of subcontractors in Annex No. 8 and with information about each subcontractor in Annex No. 8a. In the event that any changes occur in the subcontractors during the implementation of the public procurement, the seller shall notify the buyer and send new information, no later than five (5) days after the change and attach all necessary attachments. Such a change does not release the seller from their contractual obligations and responsibilities.

The seller expressly undertakes to inform all their subcontractors about the Protection of business secrets and personal data, as specified in point 9.2 of this contract.

Notwithstanding the provisions of the previous paragraphs of this article, the seller shall verify the suitability, qualifications and references of subcontractors and is liable for all acts, omissions or negligence of any subcontractor, representative or deputy as if they were acts, omissions or negligence of the seller, representatives or deputies themselves.

The seller is obliged to represent their subcontractors in relations with the buyer and to manage and supervise their work in order to ensure the proper fulfilment of this contract.

(only in the case of a subcontractor's request for direct payment)

In the event that the subcontractor makes a request for direct payment, the Consent of subcontractors – Annex No. 9 shall also be an integral part of this contract, so that the buyer settles the subcontractors' claims against the seller instead of the seller. In this case, the seller, by signing this contract, authorizes the buyer to make direct payments to all subcontractors specified in the contract on the basis of a confirmed invoice/statement, namely to accounts listed in the table below. The seller shall attach to their invoice/statement the previously approved invoices/statements of their subcontractors. The previously approved invoice/statement of the subcontractor is a condition for payment.

Attachment No. ____: The seller acts together with the following subcontractors within the framework of this contract:

	SUBCONTRACTOR'S NAME
FULL ADDRESS	
REGISTRATION NUMBER	
VAT ID NUMBER	
BANK ACCOUNT	
SUBJECT	
VALUE	
PLACE OF DELIVERY	
DELIVERY DEADLINE	
TYPE OF DELIVERY	

The seller is fully liable towards the buyer for the proper performance of the obligations, regardless of the number of subcontractors.

If direct payment to the subcontractor is not mandatory, the buyer shall request the main seller, no later than 60 days from the payment of the final invoice or situation, to send own written statement and a written statement from the subcontractor that the subcontractor has received payment for the works performed or services or goods supplied, directly related to the subject of the public contract.

Failure to submit the statement within the deadline is grounds for initiating misdemeanour proceedings against the seller before the State Audit Office. In addition to a fine, the sanction may also be exclusion from procurement procedures for a prescribed period.

The seller is obliged to inform the buyer, in accordance with paragraph 3 of Article 94 of the Public Procurement Act of any changes in information about subcontractors and to send information about new subcontractors to be subsequently included in the implementation of the public contract, no later than five (5) days after the seller engages a new subcontractor. If the seller fails to do so, the buyer is entitled to charge the seller a contractual penalty in the amount of EUR 5,000.00 for each established breach for failure to inform about an individual subcontractor.

9.4

The buyer undertakes to inform the seller about the management system. The seller undertakes to comply with the buyer's requirements for the management system when implementing this contract. The requirements of the management system are published on the buyer's website <https://www.te-sostanj.si/podjetje/usmeritve/>.

9.5

The contracting parties agree to immediately notify the other contracting party in writing of any change in data; in particular bank account, VAT ID number, registered office or change of activity, status, business changes, financial issues from regular operations or even the termination of the company.

9.6

The seller is obliged to regularly monitor all laws, regulations and other relevant legislation relating to the subject of the order and to act in accordance with them, assuming full responsibility for that and shall also inform the buyer of any actions and obligations on the part of the buyer. The buyer does not assume liability to third parties for any errors, claims for damages and the like for the seller's conduct in breach of the legislation relating to the subject of the tender. All possible repairs or changes in conduct following the findings of the competent authority (e.g. for inspection, etc.) are the responsibility of the seller if they relate to deliveries or services performed by the seller.

10. WARRANTY PERIODS AND OBLIGATIONS DURING THE WARRANTY

The seller guarantees the flawless delivery of goods with a warranty as set out in points 6, 7, 8 and 9 of the technical documentation.

During the warranty period, the seller shall eliminate all defects resulting from poor-quality of goods at their own expense.

The seller is responsible for eliminating damage, defects or deficiencies resulting from proven non-conformity of materials or hidden defects, even after the warranty period has expired, but not more than 3 years after the final acceptance of the work performed.

11. INSURANCE FOR PROPER PERFORMANCE OF CONTRACTUAL OBLIGATIONS

The seller shall, within ten (10) days of the conclusion of this contract, deliver to the buyer an insurance for proper performance of contractual obligations issued by a first-class bank in the amount of 5 % of the total contract value referred to in Article 6 of this contract, including VAT, calculated according to the tax system that the buyer is obliged to follow, whereby the insurance value may be reduced proportionally after the expiration of each contractual year, with a validity of at least 60 days after the expiration of the final delivery deadline under this contract and in the wording according to the sample from the documentation, taking into account other terms and conditions specified in the documentation (hereinafter: insurance for proper performance).

If, during the term of the contract, the deadlines under the contract, the type of goods, the quality or quantity are changed by an amendment to the contract, the seller shall also change the insurance for proper performance accordingly, including by extending its validity.

If the insurance or its amendment is not submitted within the required period, the buyer has the right to withdraw from the contract.

In the event that the seller acts together with subcontractors, the insurance for proper performance also covers the seller's obligations to subcontractors.

The seller may also submit appropriate insurance with insurance companies as financial security for the proper performance of contractual obligations, which may not deviate in content from the sample insurance in the documentation.

The issuer of the insurance for proper performance must be acceptable to the buyer. The issuer of financial insurance that is acceptable to the buyer is one that holds a license from the Bank of Slovenia to conduct banking operations or a credit rating equal to BBB or higher (Standard & Poor's Financial Services LLC), Baa3 (Moody's Investors Service Inc.) or equivalent.

The buyer may redeem the insurance for proper performance if the seller:

- Fails to fulfil their obligations to the buyer in accordance with this contract in the agreed quality, quantity or time frame or in accordance with the documentation and offer, or
- Causes the buyer to damage that is not compensated within eight (8) days after the buyer's request, or
- Prematurely withdraws from this contract for the performance of public contract without the buyer's fault, or
- Causes the buyer to terminate or withdraw from the concluded contract without any reason on the buyer's part, or
- Provides the buyer with misleading or false information, data or documents, which requires the buyer to cancel or modify the public contract, or
- Fails to remedy defects and/or irregularities in the goods supplied under this contract within a reasonably determined period at their own expense, or
- Fails to fully settle their obligations to subcontractors participating in the performance of the public contract

Submission of the insurance for proper performance is a condition for the validity of this contract.

The insurance for proper performance shall be returned to the seller no later than fifteen (15) days after the successful completion of the contractual obligations.

12. FORCE MAJEURE

The seller is exempt from liability for damage resulting from failure to perform or delay in performing a contractual obligation if unforeseen circumstances arise after the conclusion of the contract that the seller could not prevent, eliminate or avoid (force majeure).

In the event of the occurrence of the circumstances referred to in the previous paragraph of this point, the seller is obliged to notify the buyer in writing of the occurrence and cessation of the aforementioned circumstances immediately, but no later than within seven (7) days, and to provide the buyer with all necessary evidence of the existence and duration of the force majeure, its scope and its consequences upon request. If the seller fails to do so, they cannot invoke the existence of force majeure.

After the force majeure has ended, the contracting parties shall record any changes to the contractual obligations and, on this basis, conclude an appropriate annex to this contract.

If the contracting parties suffer damage as a result of force majeure, each contracting party shall cover the damage resulting from the force majeure.

Contractual deadlines shall be extended accordingly for the duration of force majeure by written agreement between the parties.

13. ANTI-CORRUPTION CLAUSE

If, in this contract, anyone on behalf of or at the expense of the other contracting party, a representative, intermediary or signatory of the buyer promises, offers or gives any undue benefit to obtain a transaction, to conclude a transaction under more favourable terms and conditions, to omit the duty of supervision over the implementation of contractual obligations or for any other conduct or omission that causes damage to the buyer or enables the acquisition of undue benefit by the representative, intermediary or signatory of the contract by the buyer or by the other contracting party, or such acquisition is enabled by the other contracting party, this contract shall be null and void.

14. TRANSACTIONS WITH MANAGEMENT AND SUPERVISORY BOARD MEMBERS, MANAGERS AND PROCURATORS

By signing this contract, the seller declares that at any stage of concluding or implementing the contract, they had not and shall not conclude contracts with members of the management board, supervisory board, managers and procurators of the company or their family members, and acknowledges that, in accordance with Article 270a of the Companies Act, they are obliged to inform the buyer's company in advance of these contracts, as the conclusion requires the consent of the supervisory board or the consent of the general meeting if the company does not have a supervisory board. The seller declares that they are familiar with the content of this paragraph of the contract, with the obligation to notify and are aware of the consequences arising from it, therefore they agree that a special written statement by the seller about the absence of the stated circumstances is not necessary or that they waive it.

15. CONDITION SUBSEQUENT

This contract is concluded under a condition subsequent, which will be implemented in the event of one of the following circumstances:

- If the buyer is informed that a court has determined, by a final decision, a two breach of labour, environmental or social legislation obligations by the seller or subcontractor, or
- If the buyer is informed that a competent state authority has determined at least two (2) breaches by the seller or subcontractor during the performance of the contract in relation to:
 - Payment for work
 - Working hours
 - Rest
 - Performance of work based on civil law contracts despite the existence of elements of an employment relationship, or
 - In relation to illegal employmentand for which a fine for a misdemeanour was imposed on them by a final decision or several final decisions.

In the event that the buyer is informed of a breach, the buyer shall notify the seller thereof within ten (10) days.

The seller may, within a period to be determined by the buyer, which may not exceed fifteen (15) days, submit evidence that they had taken sufficient measures to demonstrate their reliability despite the existence of a breach. If there is a breach by a subcontractor, the seller may, within the same period, submit evidence that the subcontractor has taken sufficient measures to demonstrate their reliability despite the existence of a breach. If the seller does not submit evidence for the subcontractor or if they do, and the buyer assesses that these measures are insufficient, the seller may replace the subcontractor within a period to be determined by the buyer, which may not exceed fifteen (15) days in accordance with Article 94 of the Public Procurement Act, or take over the part they had subcontracted to that subcontractor, if this replacement or takeover does not constitute a substantial change to the contract. If the seller does not submit evidence for themselves or for the subcontractor or if they do, and the buyer assesses that these measures are insufficient, or if the seller does not take over the work themselves or propose a new subcontractor, or if the buyer rejects the proposed new subcontractor in a timely manner in accordance with Article 94 of the Public Procurement Act, the condition subsequent shall be fulfilled provided that at least six (6) months have elapsed between the buyer being informed of the breach and the expiry of the contract.

Notwithstanding the previous sentence, a contract for the performance of a public construction contract shall not be terminated if the termination of the contract would cause the buyer disproportionate costs or significant difficulties in the smooth performance of the construction or a disproportionate time delay, and provided that the buyer notifies the seller no later than twenty (20) days after becoming aware of the breach that the contract shall not be terminated.

In the event of the condition subsequent being met, the contract shall be deemed to be terminated for this seller on the date of conclusion of a new contract for the performance of the public contract for the contract in question. The buyer shall notify the seller of the date of conclusion of the new contract.

If the buyer does not initiate a new public procurement procedure within sixty (60) days of becoming aware of the breach, the contract shall be deemed to be terminated on the sixtieth (60th) day after becoming aware of the breach.

16. PERSONS RESPONSIBLE FOR IMPLEMENTATION OF CONTRACT

In order to facilitate the performance of this contract, the contracting parties have agreed that each party shall appoint a person responsible.

The person responsible on the buyer's side is _____ (_____._____.@te-sostanj.si). The person responsible on the buyer's side gives instructions to the seller in accordance with the provisions of this contract.

The person responsible on the seller's side is _____ (_____). The person responsible on the seller's side ensures that the buyer's instructions are implemented.

If the contracting parties change the persons whom they appoint as persons responsible in this contract, they shall notify each other in writing.

17. FINAL PROVISIONS

The contract is concluded on the date of signature by both parties and enters into force subject to the condition subsequent of obtaining the consent of the Supervisory Board of TEŠ (NS TEŠ), and when the buyer receives appropriate financial insurance for the proper performance of contractual obligations.

The contracting parties may amend the contract by mutual agreement. The amendments shall be valid if accepted in writing in the same manner as this contract.

The contracting parties agree that the seller shall not transfer the receivables from this contract to another natural or legal person, pledge it or otherwise dispose of it.

If any of the provisions of the contract is or becomes invalid, this shall not affect the other provisions of the contract. The invalid provision shall be replaced by a valid one, which must correspond as closely as possible to the purpose intended by the invalid provision.

Any disputes arising from this contract shall be resolved by the contracting parties by mutual agreement. If they are not able to reach an agreement themselves, the dispute shall be resolved by the District Court in Celje, Slovenia.

This contract is governed by Slovenian law without the application of the UN Convention on Contracts for the International Sale of Goods (CISG).

In the event that the seller fails to fulfil their obligations under this contract, if they perform the contract in breach of the buyer's express requirements, instructions or in breach of professional rules, technical regulations, standards and applicable legislation, or in the event that it is obvious that the

seller shall not fulfil their obligations under this contract, the buyer shall warn the seller in writing and call upon them to fulfil their obligations and set a reasonable deadline for proper fulfilment. In the event that the seller fails to heed the buyer's written warning, the buyer shall have the right to withdraw from the contract without notice and without any obligations to the seller. The buyer shall withdraw from the contract by written notice to the seller.

Notwithstanding the above, the contracting parties agree that the buyer may withdraw from the contract at any time without giving any reason or cause, which constitutes the buyer's contractual entitlement with a two (2) month notice period, whereby the notice period shall begin to run upon receipt of the seller's written notice.

The seller expressly and irrevocably waives any claims against the buyer arising from the withdrawal under this provision, including, but not limited to: reimbursement of costs, reimbursement of work already performed, partially delivered, supplied or ordered goods, costs of investments or preparatory activities, compensation for damage, lost profits, and any other direct or indirect claims. The seller confirms that, when forming the tender price, they had taken into account the risk from this provision and that they waive the exercise of any claims against the buyer due to the exercise of the right of withdrawal, whereby they undertake to regulate the relations with their subcontractors and suppliers in the same way, so that the contracting authority shall not bear any obligations in this regard.

The contract is drawn up and signed in two (2) identical copies, of which the buyer receives one (1) copy and the seller one (1) copy. If the contract is signed electronically, with a qualified digital certificate, one (1) signed copy of the contract in electronic form exists for both contracting parties.

Signed on: _____

Signed on: _____

NAME OF THE SELLER

Director:

Name and surname: _____

**ŠOŠTANJ THERMAL POWER PLANT
(TERMoeLEKTRARNA ŠOŠTANJ d.o.o.)**

Director General:

M.Sc. Branko Debeljak

Annex:

Goods specification

(in case of subcontractors):

list of subcontractors – Annex No. 8

information about subcontractor – Annex No. 8a

Consent or authorization of the contractor and subcontractor – Annex No. 9