Nuklearna elektrarna Krško, d.o.o.
Vrbina 12, 8270 Krško
Slovenija

Draft Purchase Order NO:

Requisition:
8262421
RFQ No: 192670
Your Reference:
PO Currency:

BILL TO:
NPP Krško
VRBINA 12
8270 KRŠKO
SLOVENIA

SUPPLIER _____
_____
_____
_____
_____

SHIP TO:
NPP Krško
VRBINA 12
8270 KRŠKO
SLOVENIA

END USER NPP Krško d.o.o.
VRBINA 12
8270 KRŠKO
SLOVENIA
mitja.medvescek@nek.si
Attn. of Mitja Medvešček

DATE:
PAGES: 4

Registered at the District Court of Krško, Entry No.: 1000120000, Basic Capital: 353.544.826,00 EUR
VAT No.: SI61082597 Tax No.: 61082597 ID No.: 5034345000
Tel.: 07 48 02 000, Fax: 07 49 21 528, 07 49 21 006
IBANs: SI56 0292 4001 8793 453 at NLB d.d., Ljubljana; SI56 0400 1004 8892 548 at Nova KBM d. d., Maribor;
SI56 2900 0005 5284 134 at UniCredit Banka Slovenija d.d., Ljubljana; SI56 0315 5100 1607 765 at SKB d.d., Ljubljana

Based on above references we are hereby placing our Purchase Order for the following:

1. SCOPE OF SERVICES

Line	NEK Item Number	Part Number	Delivery Date	UOM	Quantity	Unit Price	Amount	Safety Classification
1	412143	3280201	28-Feb-27	M	30,00			NSR
	CONDUIT.FLEXIBLE,SC:NSR,TYPE:NWC,NOMINAL SIZE:3/4",LENGTH:30 M,MATERIAL:ZINC GALVANISED STEEL CORE,COLOR:BLACK,CONSTRUCTION:CONTINUOUSLY INTERLOCKED CORE							
	MFG: ANAMET EUROPE B.V., GALWIN 5, 1046 AMSTERDAM, The Netherlands							

2. ANTI-CORRUPTION CLAUSE

The contracting Parties Supplier and Purchaser 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 Purchase Order that had been concluded or had come into force already shall become null and void. In case the Purchase Order is not valid yet, it shall be deemed not to be concluded.

3. COMMERCIAL TERMS AND CONDITIONS

3.1 PRICE

Total Value of this Purchase Order is: _____ EUR / USD.

3.2 PAYMENT TERMS

30 DAYS after receipt of goods in NPP Krško

Purchaser and Seller agree that Seller must issue, and Purchaser must accept and process, e-invoices conforming to the European standard on electronic invoicing provided in the Directive 2014/55/EU of the European Parliament. Purchaser will accept e-invoices to one of his bank accounts:
SI56 0400 1004 8892 548, BIC: KBMASI2X at OTP banka d. d.,1000 Ljubljana;
SI56 0292 4001 8793 453, BIC: LJBASI2X at Nova Ljubljanska banka d.d., Ljubljana;
SI56 3400 0102 2600 457, BIC: KSPKSI22XXX at Banka Sparkasse d. d., Ljubljana.
Exceptionally, when Seller is unable to issue electronic invoices compliant with the European standard on electronic invoicing, as provided in the Directive 2014/55/EU of the European Parliament, Seller may issue a PDF invoice and send it to invoices@nek.si.

3.3 INVOICING

Original Invoice addressed to NPP Krško should contain the following:

- Purchase order number
- NPP Krško identification/V.A.T. number: SI61082597
- Description of goods, quantities, unit and total prices and currency
- Bank details: supplier's business bank address, IBAN number, SWIFT (BIC) number and ID number (VAT number) (Europe) or ABA (Routing number), Account number and SWIFT (BIC) number (USA).
- TARIC (CUSTOMS) CODE
- NET WEIGHT
- CLAIMS: Claims, if any, shall be filed within 30-day period
- Reference to the Purchase order number
This is important as the invoices that cannot be matched will not be paid.

The shipment must be furnished with Invoice specifying the description of goods, quantities, unit prices and total prices. Please make sure that your shipping invoice contains customs tariffs for each item in accordance with Brussels Customs Nomenclature.

3.4 DELIVERY TERMS

DAP - NPP Krško, Slovenia

3.5 WARRANTY

SELLER warrants that all the Hardware furnished under the Purchase Order shall be new and free from liens, encumbrances and defects in title and shall be free from defects in design, workmanship and material and shall achieve the performance and functional requirements as stipulated in NEK Technical and Quality Requirements in section 2 in the Purchase Order. Approval of material, test results, suppliers and schedules by PURCHASER shall not in any way limit or diminish the SELLER's warranties hereunder.

The warranty mentioned in above shall be for the period of two (2) years after PURCHASER's acceptance of the Hardware delivered under this Purchase Order.

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 thirty (30) days after the detection of the fault or deficiency. The remedy shall be made by (i) replacement or repair of the faulty or deficient unit (spare part or equipment) 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 either made the remedy at the Site or delivered and installed the replacement unit to PURCHASER and PUCHASER 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

3.6 INSURANCE AND INDEMNITY

PURCHASER represents that it is the responsible operator of the Plant. Therefore, in no event and under no circumstances shall SELLER, its subcontractor, suppliers, 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. PURCHASER has in effect and shall maintain in force Material Damage Insurance Policy including machinery break down covering also nuclear and fire perils, and Third Party Liability Insurance Policy against liability and risks arising out of or resulting from a Nuclear Incident (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 and available within the Slovenian Insurance Market.

The indemnified Parties as defined in the above paragraph shall in no event be liable with respect to loss, damage to property and/or injury (including death), caused by or resulting from a Nuclear Incident and PURCHASER shall indemnify, hold harmless and waive all claims and rights of recourse against SELLER

3.7 LIABILITY

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 fond on contract, tort (including negligence), strict liability or otherwise.

The limitations under this Article shall not apply for damages which are caused wilfully or by gross negligence on the part of SELLER, its subcontractors and all their directors, officers, agents, servants and employees.

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.
The provisions of this Article 3.7 shall apply notwithstanding any other provisions of this Contract or of any purchase order or other agreement.

You are kindly requested to acknowledge the acceptance of this Purchase Order and confirm the delivery date of items and submittal of requested documentation as stated below each item.

Sincerely,

_____

Buyer

_____