

«CONTRACT N 01/105
«HAEK-GHAPDzB-32/19»
FOR SUPPLY OF THE IONIZING SOURCE AND DEVICES FOR INSTRUMENT EXERTUS
DUAL 120 FOR THE NEEDS OF «HAEK» CJSC

Metsamor

« 22 » « 05 » 2019

«HAEK» CJSC on behalf of the Director General Movses Vardanyan, acting on the basis of the Statute, hereinafter referred to as «Buyer», on one hand,
and

«Oserix S.A», on behalf of the Director Nicolas Noel, acting on the basis of the Statute, hereinafter referred to as «Seller» on the other hand, concluded this contract on the following:

1. THE SUBJECT OF THE CONTRACT

1.1. The Seller commits to supply to the Buyer in a manner, to the extent, within the dates and to the address established by this Contract (hereinafter - the Contract) the Metal Radiographic Inspection Equipment operating with gamma Ir-192 isotope and the attached devices (hereinafter- the Goods), stipulated in the Technical Specification - Purchase Schedule defined in Attachment 1 of the Contract, and the Buyer commits to accept the goods and pay for it.

2. THE RIGHTS AND THE OBLIGATIONS OF THE PARTIES

2.1 The Buyer shall have the right

2.1.1 to reject the Goods if they were not supplied by the Seller within the dates stipulated by the Contract, and if the dates of delivery have been violated for **more than 30 days**.

2.1.2 if the delivered goods were not of a proper quality and do not comply with the Technical Specification provided in the Contract.

a) to require reimbursement for the costs he made due to the improper quality of the Goods.

b) not to accept the Goods by defining reasonable terms for free replacement of the Goods of improper quality with the Goods consistent with this Contract and to require from the Seller to pay the fine stated in item 6.3 of this Contract.

c) to refuse to implement the Contract and to require to refund the amount of money paid for the Goods.

2.1.3 if the goods delivered were in a smaller amount than it was defined in the Contract, then

a) to require to supplement the missing amount of the goods.

b) to reject the delivered goods and to refuse to pay for them, and if the goods have been paid for, then to require to recover the amount paid and to pay the fine defined by item 6.2 of this Contract.

2.1.4 If Goods were delivered with a violation of condition on assortment, at his own choice

a) to accept the Goods consistent with the condition on assortment of the Contract and to reject the remaining goods.

b) to reject all the goods delivered and to demand to pay the fine defined by item 6.2 of the Contract.

c) to require to replace at no cost the goods that were inconsistent with the condition on assortment with the ones consistent with the condition on assortment defined in the Contract.

2.1.5 in case of violation of delivery date by the Seller, at his choice to set a new delivery date and to require from the Seller to pay the fine defined by item 6.2 of the Contract.

2.1.6 if the Buyer due to the violation of a commitment by the Seller, following the termination of the Contract within a reasonable time-frame bought goods at a higher but reasonable price from another Seller instead of the ones stipulated in the Contract, to require from the Seller to compensate for the losses amounting to the difference between the price set by the Contract and the price of the transaction concluded instead.

2.1.7 to terminate unilaterally the Contract (completely or partially), if the Seller has substantially violated the Contract.

2.1.7.1 The violation of the Contract by the Seller is considered to be substantial if

a) the goods of inadequate quality were supplied that cannot be replaced within the timeframe acceptable for the Buyer.

b) the delivery dates were violated for more than **30 days**,

2.1.8 to examine the Goods and to inform the Seller immediately about the identified deficiencies.

2.2 The Buyer Shall

2.2.1 perform all the activities ensuring the acceptance of the Goods delivered in consistence with the Contract.

2.2.2 in case of rejecting the Goods provided by the Seller in consistence with the Contract, to ensure the safe custody of the Goods and to inform the Seller about it immediately.

2.2.3 in case of accepting the delivered Goods in the order and dates stipulated by the Contract, to pay to the Seller the amounts to be paid to the latter, and in case of violation of the dates of payment, also to pay the fine defined by item 6.5 of this Contract.

2.2.4 notify the Seller about the violation of Contract terms on quantity, assortment, quality of the Goods immediately upon identifying the deficiency, and within a reasonable timeframe, following the due time when the

violation of a relevant term of the Contract should have been identified proceeding from the character and the designation of the Goods.

2.2.5 As per item 2.3.4 of the Contract, following the termination of the Contract, compensate to the Seller the losses which are substantiated by the established order and were incurred by the latter.

2.3 The Seller shall have the right

2.3.1 to require from the Buyer to accept the Goods delivered in a manner, to the extent, within the dates and to the address established by this Contract.

2.3.2 to require from the Buyer to pay the amounts to be paid to him for the Goods delivered in a manner, to the extent, within the dates and to the address established by this Contract, that were accepted by the Buyer.

2.3.4 to terminate the Contract unilaterally (completely or partially), if the Buyer has substantially violated the Contract.

2.3.4.1 The violation of the Contract by the Buyer is considered to be substantial, if the dates of payment for the Goods have been iteratively violated.

2.3.5 to supply the Goods ahead of the schedule, with the consent of the Buyer.

2.4 The Seller shall

2.4.1 provide the Buyer with the Goods in a manner, to the extent and within the timeframe and to the address stipulated by the Contract.

2.4.2 ensure the supply of the Goods in consistence with sub item b) of item 2.1.2 and (or) with item 2.1.5, within the timeframe defined by the Buyer.

2.4.3 provide the Goods free from liabilities of the third parties.

2.4.4 provide the Buyer with the Goods of the quantity and quality defined in the Contract within the timeframe and to the address defined in the Contract, and on demand of the Buyer to provide documents established by the RA Legislation, certifying the quality of the Goods.

2.4.5 in case of an incomplete supply, supplement the incomplete supply in a manner established by the Contract.

2.4.6 take back the Goods accepted by the Buyer for safe custody according to item 2.2.2 of the Contract or administer them within reasonable timeframe, as well as compensate the costs required for safe custody, consuming or returning the Goods to the Seller.

2.4.7 in cases specified in the Contract, pay the fine and penalty defined by items 6.2 6.3 of the Contract.

2.4.8 provide the Buyer with the accessories and documents of the Goods.

2.4.9 as per item 2.1.7 of the Contract, following the termination of the Contract, compensate to the Buyer the losses incurred by the latter and that are substantiated by the established order.

2.4.10 during the action of ensuring the Contract execution in case of initiating bankruptcy process, inform the Buyer about it in a written form in advance.

3. THE PRICE AND PAYMENT ORDER OF THE CONTRACT

3.1 The price of the Contract is **5298 (five thousand and two hundred ninety-eight)** Euros. The price of the Contract includes all the payments (expenses) to be covered by the Seller to ensure the execution of the Contract, as well as the taxes, charges, expenditures related to transportation, insurance, the bonuses and expected profit.

The price for supplying the Goods is stable, and the Vendor has no right to require raising the price, and the Buyer has no right to require reducing the price.

3. The Buyer pays for the Goods supplied to him in Euro in a non-cash form, by means of transferring the money to the bank account of the Seller. The transfer of the money is ensured on the basis of the Acceptance Report in the amount and in the months specified in the Payment Schedule (Attachment N 2) of the Contract. If the report is prepared after the 20th day of the current month, and there are funds envisaged for that month by the Payment Schedule, then the payment is produced up to 30 working days.

4. THE QUALITY AND THE GUARANTEE OF THE GOODS

4.1 The Seller guarantees the compliance of the quality of the supplied Goods to the requirements of the State standard.

4.2 For the goods that are principal means, the guarantee date is set to be the 365th calendar day that follows the day of the Goods acceptance by the Buyer. If within the guarantee period some deficiencies of the Goods supplied are identified, the Seller shall eliminate the deficiencies at his own expense within reasonable timeframe determined by the Buyer.

5. THE DELIVERY AND ACCEPTANCE OF THE GOODS

5.1 The supplied Goods are accepted by signing an Acceptance Report by the Buyer and the Seller. The fact of supplying the Goods to the Buyer is recorded with a document, approved bilaterally by the Buyer and the Seller, where the date when the document was drafted is specified. Until the day envisaged by the Contract for the Goods supply, the Seller provides the Buyer with the document (Attachment N 3.1) signed by the Seller, stating the fact of transferring the goods to the Buyer, and the Acceptance Report (Attachment N 3) – via the *armeps* electronic procurement system (the guide for performing the actions is provided at "electronic purchases" section of the www.procurement.am website). Furthermore, the Seller does not seal the Acceptance Report, approves with an electronic signature by filling in only the columns related to his details (the order of filling in is provided in subsection "Orders of the Minister of Finances" of «Legislation» section of www.procurement.am website).

5.2 If the Goods supplied are consistent with the conditions of the Contract, the Buyer, within 7 (seven) working days following the working day after the day of receiving the documents specified in item 5.1 of the Contract, signs and via the *armeps* electronic procurement system transfers to the Seller the Acceptance Report signed by him as well as the positive Conclusion that served as a basis for signing the report.

5.3 If the Goods supplied or some part of it are not consistent with the conditions of the Contract, then the Buyer does not sign the Acceptance Report and within the dates specified in item 5.2 of the Contract, via the *armeps* electronic procurement system returns to the Vendor the Acceptance Report and the Negative Conclusion that served as a basis for not signing the Report. In applying this item, the Buyer undertakes the measures stipulated in the Contract for such cases and applies against the Seller the means of accountability stipulated in the Contract.

5.4 If within the period specified in item 5.2 of the Contract the Buyer does not accept the Goods supplied or does not reject their acceptance, then the Goods supplied are considered to be accepted and on the working day following the deadline specified in item 5.2 of the Contract the Buyer via electronic procurement system the transfer to the Seller the Acceptance Report signed by him.

6. THE COMMITMENTS OF THE PARTIES

6.1 The Seller bears responsibility for the quality of the Goods and for observing the delivery dates stipulated in the Contract.

6.2 In case of violation by the Seller of the delivery dates defined in the Contract, for each overdue day the Seller is charged a penalty in the amount of 0,05 (zero point oh five) percent from the price of the Goods to be supplied that have not been supplied.

6.3 In each case when The Goods supplied are not consistent with the Technical Characteristics defined in item 1.1 of the Contract, the Seller is charged a penalty in the amount of 0,5 (zero point five) percent from the price of the Contract.

6.4 The fine and the penalty defined in items 6.2 6.3 of the Contract are calculated and transferred with the amounts to be paid to the Seller.

6.5 For the violation of the dates defined in item 3.2 of the Contract the Buyer is charged a penalty in the amount of 0,05 (zero point oh five) percent from the amount to be paid that has not been paid.

6.6 In the cases that are not stipulated by the Contract, the Parties for not fulfilling their commitments or for fulfilling them improperly are liable to punishment in the manner established by the RA Legislation.

6.7 the payment of fines and (or) penalties does not exempt the Parties from a complete execution of their contractual commitments.

7. FORCE MAJEURE

For the non-fulfillment or partial fulfillment of their contractual obligations, the Parties are exempted from liability, if that was due to force majeure, that arose after this contract had been concluded and which was impossible to foresee, nor to prevent by the Parties. Such situations are earthquake, flood, fire, war, declaration of martial law and a state of emergency, political disturbances, strikes, failure of communication tools, reports of state authorities, etc., which make impossible the fulfillment of the obligations under this Contract. In case if the effect of force majeure has been continuing for more than 3 (three) months, each Party is entitled to terminate this Contract by informing the other Party beforehand.

8. OTHER CONDITIONS

8.1 The Contract enters into force from the moment of signing and is effective until the complete fulfillment of the contractual obligations by the parties.

8.2 The payment obligation of the Party arising from this Contract cannot be terminated by offsetting the counter obligation without written and sealed agreement of the Parties. The right of demand arising from this Contract shall not be transferred to another person without a written agreement of the debtor.

8.3 In case when as a result of control or surveillance or examination of complaints related to fulfillment of obligations as required by the law, it is recorded that in the course of the procurement process aimed at concluding the Contract, before the agreement was signed the Seller submitted false documents (information and data), or the decision of the latter to be recognized as a chosen participant does not correspond to the RA legislation, then after these facts are revealed, the Buyer is entitled to terminate unilaterally the Contract, if the violations were revealed before the agreement was signed and would serve as a basis for not signing the Contract according to the RA Legislation. Furthermore, the Buyer does not bear the responsibility for the losses incurred by the Seller and the risk of lost profits of the Seller as a result of unilateral termination of the Contract, and the latter must compensate for the losses incurred by the Buyer due to his fault to the extent in which the Contract was terminated.

8.4 Contract-related disputes are subject to examination in the RA courts.

8.5 Amendments and additions to the contract may be made only by the mutual agreement of the parties by using an agreement, which will be an integral part of the contract.

It is prohibited to make changes in the contract, and if the price of the contract is factorial then also in the contractual agreements signed each year following this contract, that will lead to artificial changes in the scope of purchased products or in unit price of the products to be purchased or in contract price.

The RA Government establishes each case of change in the contract under the influence of factors independent of contractual parties.

8.6 The supply period of the product may be prolonged until the expiration of the contractual period in case of vendor's offer availability, provided that customer did not lose the interest in using the product. At the same time,

in the case specified in this item the supply period of the product may be prolonged once for a period of up to 30 calendar days but not more than the period established by the contract.

8.7 In case of proper performance of the contract, benefits (savings) or losses incurred by the parties (vendor or customer) are benefits or losses of that party.

The liabilities of contractual parties towards the third parties, including other deals made by the vendor within the framework of contract performance, and liabilities arising therefrom are out of contract settlement area and cannot affect the acceptance of contract performance result. The relationships related to the deals and arising from them liabilities are regulated by the relationship regulating norms, and the vendor is responsible for them.

8.8 The contract cannot be changed as a result of partial non-fulfillment of liabilities by the parties or fully terminated by the mutual agreement of the parties except for the cases of reduction of financial allocations necessary for the product supply in the order established by the legislation of the RA. At the same time, mutual agreement of contractual parties on partial non-fulfillment of liabilities or full termination is to be reached before the reduction of financial allocations necessary for the product supply in the order established by the the legislation of the RA.

8.9 Based on the non-fulfillment or improper fulfillment of the liabilities by the vendor the customer publishes notification about full or partial unilateral termination of the contract in "Notifications about unilateral termination of the contract" section of internet site under www.procurement.am address indicating the date of publication. The vendor is considered to be properly notified about unilateral termination of the contract the next day of publishing notification in the order established in this item.

8.10 The disputes arising out of the contract are settled through negotiations. If no agreement is reached the disputes are settled in court.

8.11 The contract consists of ----- pages, is prepared in two copies, which have equal legal force. Each side is given a copy. Annexes N 1, N 2, N 3 and N 3.1 of the contract are considered to be the integral part of the contract.

8.12 The RA law applies to the contract-related relationship.


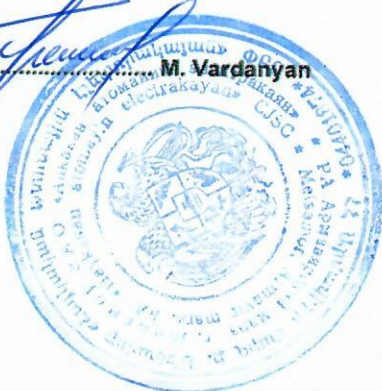
9. Addresses, bank requisites and signatures of the parties

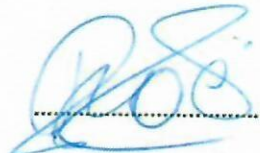
CUSTOMER **«HAEK» CJSC**

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..... **M. Vardanyan**



..... **Nicolas Noel**

TECHNICAL SPECIFICATION – PURCHASE SCHEDULE*

		Product					Euro				
The number of lot envisaged by the invitation	Intermediate code according to CPV classification envisaged by the procurement plan	Name	the country of origin	Technical specification	Measurement unit	Unit price/Euro	Total price/Euro	Total number	address	Supply quantity	period
1	38941800	Iridium (Ir-192M56)	Hungary	Iridium-192 isotope GI192M62, 40 Ci (radioactive ionization source) for EXERTUS DUAL 120 set	pieces		3782	2		2	
2	38941800	Fitting -bushing	South Africa	Guide tube for connection with EXERTUS DUAL 120 set	pieces		225	2		2	
3	38941800	Fitting -bushing	Czech Republic	Guide tube for connection of transportation-charging container of EXERTUS DUAL 120 set	pieces		372	2	DAP "Zvartnols" Airport	2	During 20 days after signing the contract
4	38941800	Fitting -bushing	South Africa	Collimator, 65 mm pad, for guide tube of EXERTUS DUAL 120set	pieces		219	2		2	
5	38941800	Guide tube	South Africa	Guide tube-5 for EXERTUS DUAL 120 set	pieces		700	2		2	

* Equipment and attached devices should be new,

** Goods mentioned in lot 1 should have 40 Ci at the moment of supply



CUSTOMER
«HAEK» CJSC

M. Vardanyan

VENDOR
«Oserix S.A.»

Nicolas Noel

Attachment N 2
 of contract N.01/105
 concluded on 22.05.2019
 under code "HAEK-GHAPDzB-32/19"

PAYMENT SCHEDULE*

		Euro													
		Goods													
		payments for the goods are to be made in 2019 according to months, including**													
the number of the lot specified in the invitation	the end-to-end code stipulated by the procurement plan according to CPV classification	description	January	February	March	April	May	June	July	August	September	October	November	December	Total
1	38941800	Iridium (Ir-192M56)							3782						3782
2	38941800	Fitting -bushing							225						225
3	38941800	Fitting -bushing							372						372
4	38941800	Fitting -bushing							219						219
5	38941800	Guide tube							700						700

** The payment will be made based on the acceptance report..

BUYER
 «HAEK» CJSC



..... M. Vardanyan

SELLER
 «Oserix S.A.»



..... Nicolas Noel