. «CONTRACT N 01/012

«HAEK-BMAPDzB-31/19»

FOR SUPPLY OF SPARE PARTS FOR STEAM GENERATOR SAFETY VALVES FOR THE NEEDS OF «HAEK» CJSC

Metsamor «30» «04» 2020

Haykakan Atomayin Electrakayan (HAEK) CJSC on behalf of the Director General Movses Vardanyan, acting on the basis of the Statute, hereinafter referred to as «Buyer» or «HAEK», on one hand,

and

Bopp&Reuther Valves GmbH, on behalf of the Managing Director Andreas Pinkepank and Max Graf as authorized signatory respectively, acting on the basis of their 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 **spare parts for steam generator safety valves** (hereinafter- the Goods), stipulated in the Technical Specification - Purchase Schedule defined in Attachment 1 of the Contract and Seller's quotation No Q-180907-134231-9; 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 45 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 repair or 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.

2.1.3 if the goods delivered were in a smaller amount than it was defined in the Contract , then to require to supplement the missing amount of the goods.

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 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.

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 or repaired within the timeframe as agreed between the Buyer and Seller depending on the facts of the individual case although Buyer has sent a reminder and has indicated his intention to terminate the contract if the repair / replacement does not occur in a reasonable time period after receipt of the reminder.

b) the delivery dates were violated for more than **45 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 2.3.3 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.

2.2.6. at least 10 calendar days before the shipment of the Goods the Buyer will provide a bank guarantee issued by Buyer's bank to Seller. The bank guarantee amount shall be equal to the agreed price of the Contract with deduction of the value of the advance payment, i.e. 75% of the price of Contract as provided for in Section 3.1 below ("Remaining Contract Price Amount"). The bank guarantee validity shall be 90 days from the delivery date. Seller is entitled to pull this bank guarantee 60 days after the delivery date by declaring that Buyer is in delay with the payment of the Remaining Contract Price Amount and together with this declaration shall present the delivery waybill to the bank.

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.

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

2.3.3.1 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.

2.3.4 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 kept by the Buyer for safe custody according to item 2.2.2 of the Contract or take decision within reasonable timeframe.

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

2.4.11 Within 10 working days after the bilateral signing of the contract, provide contract performance security in the form of a bank guarantee in the amount of 10% of the Contract value for a period of at least up to the 20th working day following the last day for the full fulfillment of the obligations established by the Contract. The contract performance security shall be returned within five business days following the fulfillment in full of the obligations established by the Contract.

3. THE PRICE AND PAYMENT ORDER OF THE CONTRACT

3.1 The price of the Contract is **214,546 (two hundred fourteen thousand five hundred forty-six)** 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 Seller has no right to require raising the price, and the Buyer has no right to require reducing the price.

3.2. The Buyer transfers the amount of up to **53636.5 Euros** of the contract price to the Seller's bank account as an advance payment, if Seller provides an advance payment bank guarantee in the format as suggested by the Seller's bank and agreed with the Buyer. Repayment of an advance payment is carried out in the form of reductions (deductions) from payments made on the basis of acceptance and delivery protocols. Moreover, until the full repayment of the advance payment, payments to the Seller are not made.

3.3 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 and delivery protocol in the amount specified in the Payment Schedule (Attachment N 2) of the Contract. The Buyer (including cases of early delivery of goods) produces the payment up to 30 calendar days form the date of signing the acceptance and delivery protocol.

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 following standards:

a. Quality Assurance System: German KTA 1401
b. Material according ASME Sect II with EN 10204 3.1 Inspection certificate / or Certificate of Conformance by supplier
c. NDE according ASME Sect. V
d. Testing according ASME Section III NC and Inspection and Test Plan 0-35-16422 Valve comp | Компонент клапана (without full flow test)
e. Third Party (e.g. TÜV) Inspection Steps to be defined and indicated in Inspection and Test Plan.

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. Goods repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period.

4.3 The above guarantee is given by Seller subject to the following conditions:

(a) Seller shall be under no liability in respect of any defects arising from any drawing, design or specification supplied by Buyer or if the Goods differ from their specification as a result of changes made to ensure that they comply with applicable statutory or regulatory standards;

(b) Seller shall be under no liability in respect of any defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Seller's instructions, storage, installation, start up, maintenance and repair guidelines, modification, disassembly, alteration or repair of the Goods without Seller's written approval or where the Goods have been subject to corrosion or have been misused, mishandled or improperly installed;

(c) Seller shall be under no liability under the above warranties (or any other warranty, condition or guarantee) if the total price of the Goods has not been paid by the due date for payment;

(d) the above warranties do not extend to the supply of soft goods required to inspect or maintain any part of the Goods supplied;

(e) the above warranties does not extend to parts, materials or equipment not manufactured by Seller in respect of which Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Seller.

4A. LIMITATION OF LIABILITY

4A.1 This clause sets out the entire financial liability of Seller (including any liability for the acts of omissions of their respective employees, agents and subcontractors) to Buyer in respect of (i) any breach of the Contract howsoever arising, (ii) any use made or resale of the Goods by Buyer, or of any product incorporating any of the Goods; and (iii) any representation, statement or tortuous act or omission (including negligence) arising under or in connection with the Contract.

4A.2 NOTHING IN THIS CONTRACT SHALL LIMIT OR EXCLUDE SELLER'S LIABILITY FOR DEATH OR BODILY INJURY RESULTING FROM NEGLIGENCE, FRAUD OR FRAUDULENT MISREPRESENTATION, OR OTHER LIABILITIES WHICH CANNOT BE EXCLUDED BY LAW.

4A.3 WITHOUT PREJUDICE TO CLAUSE 4A.2, SELLER SHALL NOT UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO BUYER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, INDEMNITY OR OTHERWISE FOR ANY (I) LOSS OF ANTICIPATED PROFITS OR REVENUES, (II) LOSS OF USE OR ANY LOSSES IN RELATION TO BUSINESS INTERRUPTION, (III) LOSS OF PRODUCTION, (IV) NON-OPERATION OF OTHER EQUIPMENT, (V) COST OF CAPITAL, (VI) DOWNTIME COSTS (VII) COST OF PURCHASED OR REPLACEMENT POWER AND/OR FACILITIES, (VIII) DAMAGE TO ENVIRONMENT, (IX) CLAIMS OF CUSTOMERS OF BUYER FOR DAMAGES OR (X) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT ARISES UNDER OR IN CONNECTION WITH THE CONTRACT, EVEN IF SELLER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

4A.4 WITHOUT PREJUDICE TO CLAUSE 4A.2, SELLER'S TOTAL LIABILITY WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY, WARRANTY OR OTHERWISE) RELATED HERETO SHALL IN NO EVENT EXCEED THE CONTRACT PRICE OF THE GOODS OR SERVICES IN RESPECT OF WHICH SUCH CAUSE ARISES.

4A.5 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

4A.6 If Buyer is supplying Goods or Services to a third party, or using Goods or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Clause 6, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this clause 6.

4A.7 The following terms ("a" through "c") apply specifically to all projects involving nuclear applications:

(a) Buyer (including for the purpose of this clause Owner/Operator) agrees to hold harmless, indemnify and keep indemnified Seller (for and on behalf of itself and each of its group undertakings, and their respective officers and employees) (each an Indemnified Person) from and against all losses, liabilities, obligations, claims (including claims from third parties), demands, damages, penalties, expenses and fees suffered or incurred by Seller or any other Indemnified Person, arising out of any actual or alleged nuclear damage caused by the Goods or which otherwise occurs in consequence of the performance of or failure to perform the Contract, whether by Seller, or any sub-contractors of Buyer or Seller, and any actual or alleged nuclear damage arising in consequence of any activities from time to time carried out in relation to the Contract, whether or not resulting from the negligence of Seller.

(b) Buyer undertakes to provide and to maintain, or procure that Owner/Operator of the Site provides and maintains, throughout the operational life of the Site and for ten years thereafter, insurance covering nuclear damage. Such policy will be placed with recognised international Nuclear Pools (Liability and Property) on industry standard terms, will provide for all suppliers and sub-suppliers to be covered as additional insured and will include a waiver of subrogation for the benefit of Seller. Buyer will pay any deductible applicable to such insurance (or, as applicable, procure that Owner/Operator pays such deductible). Buyer will provide a copy of the insurance certificate to Seller upon written request.

(c) In this clause, the term "liability" means any form of liability or obligation whatsoever including but not limited to liability for nuclear damage (as defined below) and liability for misrepresentation, under contract, common law, equity or any statutory provision whether or not based on negligence or breach of any express or implied duty to act with care or skill. The term "nuclear damage" means injury or death to persons and damage to any property or facility and/or damage or harm to the environment, natural resources, flora and fauna (and including the property and/or facility of Buyer and Owner/Operator or and the Site) arising out of or resulting from radioactive, toxic, explosive or other hazardous properties (or any combination of such properties) of any nuclear matter in connection with which the Goods are directly or indirectly used, including but not limited to ionizing radiation or contamination by radioactivity from any nuclear fuels, radioactive products or any nuclear waste from the combustion of nuclear fuels coming from, originating in, or sent to, any Site at which the Goods are to be installed and/or used, whether or not such injury, death or damage results from the negligence of Seller.

5. DELIVERY DATE, THE DELIVERY AND ACCEPTANCE OF THE GOODS

5.1 Delivery date per the present Contract is 30 April 2021. Earlier delivery is possible based on prior notification of the Buyer by the Seller.

5.2 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).

5.3 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.

5.4 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 Seller 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.

5.5 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.

5. 6 Corona Pandemic

In view of the COVID-19/coronavirus pandemic (the "Pandemic"), any lead or delivery times agreed between the parties shall be indicative only. Customer acknowledges that Supplier/ IMI Bopp & Reuther has no control over the impact of this Pandemic and that Supplier reserves its right to change or amend the indicated lead or delivery times depending on the current circumstances at any time, even after placement and acceptance of a purchase order. In case of any delay in delivery or performance directly or indirectly caused by, or due to, the Pandemic, including but not limited to governmental acts or decrees, quarantine restrictions, disruption of supply chains or transportation channels of freight, disruption of production through increased sickness leave, and shortage of materials Supplier shall not be in default and is excused from performance of its obligations and not be liable for delay or any liquidated damages as long as the situation directly or indirectly caused by the Pandemic continues.

6. THE COMMITMENTS OF THE PARTIES

6.1 The Sellerr 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 but not more than max. 5% of the purchase order price of the delayed goods.

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

6.4 4 For the violation of the dates defined in item 3.3 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 but not more than max. 5% of the delayed payment amount .

6.5 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.

6.6 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, civil war, declaration of martial law and a state of emergency, political disturbances, epidemic, strikes, failure of communication tools and utility services, reports of state authorities, imposition of sanctions, embargo, or breaking off of diplomatic relations, export or import restriction, quota or prohibition, or terrorist attack 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 after the Seller provides Buyer with the contract performance security 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 Republic of Armenia 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 Republic of Armenia 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 Any dispute or claim arising from or in connection with this Contract, including any question regarding its existence, validity or termination, shall first be settled through discussion between the Parties upon the written request of any Party. In the event that no settlement is reached within forty-five (45) days after any such written request, the courts of Switzerland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

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 by 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 Republic of Armenia 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 Seller's offer availability, provided that Buyer did not loose 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 (Seller or Buyer) are benefits or losses of that party.

The liabilities of contractual parties towards the third parties, including other deals made by the Seller 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 Seller 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 Republic of Armenia. 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 Seller the Buyer notifies the Seller and 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 Seller 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 13 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 considerd to be the integral part of the contract.

8.12 The validity, interpretation and performance of this Contract and any dispute connected herewith shall be governed and construed in accordance with the laws of Switzerland, excluding any conflicts of laws, principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

Bopp & Reuther Valves GmbH IMI IMI Mannheim/Germany

9. ADDRESSES, BANK REQUISITES AND SIGNATURES OF THE PARTIES

BUYER
«HAEK» CJSC

Adresse: 0910, Metsamor, Armavir marz, Republic of Armenia
A/N 1930000199200100
«Converse Bank» CJSC, Yerevan, RA
TIN 04401874,
Tel/Fax 28-18-80, 28-06-69,
Tel. +37410 20-04-91
E-mail: anpp@anpp.am

.... **M. Vardanyan**

SELLER
Bopp & Reuther Valves GmbH

Adresse: Carl-Reuther-Strasse 1, 68305 Mannheim, Germany
A/N DE50500109000020658018
Bank of America Germany
Tax ID № 37007/18931
Tel/Fax +49 (0) 621 / 76220
Tel.
E-mail: imibur.sales@imi-critical.com

.... **Andreas Pinkepank**

.... **i.V. Max Graf**

Attachment N 1
of contract N 01/012
concluded on «   » «   » 2020
under code "HAEK-BMAPDzB-31/19"

TECHNICAL SPECIFICATION – PURCHASE SCHEDULE

Euro

Product										
The number of lot envisaged by the invitation	Intermediate code according to CPV classification envisaged by the procurement plan	Name, trademark	manufacturer name and the country of origin	Technical specification	Measurement unit	Unit price/Euro	Total price/Euro	Supply		
								address	quantity	period
		spare parts for steam generator safety valves (12 pices)		Safety valves from Bopp & Reuther. Armenian NPP / No. 0031-002 safety valve –SIZ 2507; Document - Operation and repair manual "safety valve with additional pneumatic supply", pneumatic device -PC 5312:				CPT Incoterms, "Zvartnots" Airport		30.04.2021
1	42131160	Guiding bush, IMI B&R	IMI Bopp&Reuther, Germany	Position № 10, drawing № 1-34-25077-551	pieces	8274	49644		6	
2	42131160	Bolt, IMI B&R	IMI Bopp&Reuther, Germany	Position № 20, drawing № 1-75-23063-188	pieces	22	792		36	
3	42131160	Retainer, IMI B&R	IMI Bopp&Reuther, Germany	Position № 30, drawing № 1-34-18956-550	pieces	1027	12324		12	
4	42131160	Disc complete, IMI B&R	IMI Bopp&Reuther, Germany	Position № 40, drawing № 2-34-18389-011	pieces	19530	39060		2	
5	42131160	Piston ring, IMI B&R	IMI Bopp&Reuther, Germany	Position № 50, drawing № 1-34-17970-152	pieces	927	16686		18	
6	42131160	Piston ring guiding, IMI B&R	IMI Bopp&Reuther, Germany	Position № 60, drawing № 1-34-17971-550	pieces	400	4800		12	

7	42131160	Disc d_o 117, IMI B&R	IMI Bopp&Reuther, Germany	Position № 70, drawing № 1-34-25163-002	pieces	3448	13792		4	
8	42131160	Guiding ring, IMI B&R	IMI Bopp&Reuther, Germany	Position № 80, drawing № 1-34-18032-553	pieces	822	9864		12	
9	42131160	Segment ring, IMI B&R	IMI Bopp&Reuther, Germany	Position № 90, drawing № 1-34-18016-550	pieces	1001	12012		12	
10	42131160	Securing ring, IMI B&R	IMI Bopp&Reuther, Germany	Position № 100, drawing № 1-75-23138-251	pieces	62	744		12	
11	42131160	O-ring 468, IMI B&R	IMI Bopp&Reuther, Germany	Position № 110, drawing № 1-75-23276-548	pieces	566	6792		12	
12	42131160	O-ring 335, IMI B&R	IMI Bopp&Reuther, Germany	Position № 120, drawing № 1-75-23275-602	pieces	85	1020		12	
13	42131160	Washer, IMI B&R	IMI Bopp&Reuther, Germany	Position № 130, drawing № 1-75-23208-096	pieces	248	2976		12	
14	42131160	O-ring 339, IMI B&R	IMI Bopp&Reuther, Germany	Position № 140, drawing № 1-75-23276-512	pieces	213	2556		12	
15	42131160	Washer, IMI B&R	IMI Bopp&Reuther, Germany	Position № 150, drawing № 1-34-18076-550	pieces	269	3228		12	
16	42131160	Spring ring A30, IMI B&R	IMI Bopp&Reuther, Germany	Position № 160, drawing № 1-75-23092-106	pieces	72	864		12	
17	42131160	Hexagon nut M-30, IMI B&R	IMI Bopp&Reuther, Germany	Position № 170, drawing № 1-75-23083-931	pieces	177	2124		12	
18	42131160	O-ring 327, IMI B&R	IMI Bopp&Reuther, Germany	Position № 180, drawing № 1-75-23276-546	pieces	331	3972		12	
19	42131160	Rocker valve for loading air, IMI B&R	IMI Bopp&Reuther, Germany	Position № 190, drawing № 2-06-20010-350	pieces	234	2808		12	
20	42131160	Rocker valve for lifting air, IMI B&R	IMI Bopp&Reuther, Germany	Position № 200, drawing № 2-06-20010-350	pieces	234	2808		12	

21	42131160	Spare parts package for control unit, IMI B&R	IMI Bopp&Reuther, Germany	Position № 210, drawing № 2-34-27043-001	pieces	2140	25680		12	

** The goods should be new, manufacture dates starting from 2020, should have a certificate for the manufacture of nuclear energy products. Goods should have a quality certificate or passport with a mark of the test results, warranty (at least 12 months after acceptance of the goods) obligations and terms. Goods must comply the safety class requirements per item 4 of the Contract. Goods will be accepted in accordance with the requirements of the relevant safety class. Packaging should ensure the mechanical integrity of the goods, documents should be translated into English.*

*** Products should have Documents for testing Position №220, Final Documents - position №230, Final Acceptance - position №240, Packaging and Shipping - position №250.*

BUYER
«HAEK» CJSC

.... **M. Vardanyan**

SELLER
Bopp & Reuther Valves GmbH

.... **Andreas Pinkepank**

.... **i.V. Max Graf**

Attachment N 2
of Contract N 01/012
concluded on «　　» «　　» 2020
under code "HAEK-BMAPDzB-31/19"

PAYMENT SCHEDULE

Euro

Goods															
the number of the lot specified in the invitation	the end-to-end code stipulated by the procurement plan according to CPV classification	description	payments for the goods are to be made in according to months, including												
			2020	2021											
			March	January	February	March	April	May	June	July	August	September	October	November	December	**Total**
1	42131160	Guiding bush	12411					49644								**49644**
2	42131160	Bolt	198					792								**792**
3	42131160	Retainer	3081					12324								**12324**
4	42131160	Disc complete	9765					39060								**39060**
5	42131160	Piston ring	4171,5					16686								**16686**
6	42131160	Piston ring guiding	1200					4800								**4800**
7	42131160	Disc d_o 117	3448					13792								**13792**
8	42131160	Guiding ring	2466,25					9864								**9864**
9	42131160	Segment ring	3003					12012								**12012**
10	42131160	Securing ring	186					744								**744**
11	42131160	O-ring 468	1698					6792								**6792**
12	42131160	O-ring 335	255					1020								**1020**
13	42131160	Washer	744					2976								**2976**
14	42131160	O-ring 339	639					2556								**2556**
15	42131160	Washer	807					3228								**3228**
16	42131160	Spring ring A30	216					864								**864**
17	42131160	Hexagon nut M-30	531					2124								**2124**
18	42131160	O-ring 327	993					3972								**3972**
19	42131160	Rocker valve for loading air	702					2808								**2808**
20	42131160	Rocker valve for lifting air	702					2808								**2808**

21	42131160	Spare parts package for control unit	6420					25680								**25680**
															Total	**214,546.0**

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

****** Payment will be made on the basis of the acceptance report of the actually delivered goods within 30 calendar days from the date of signing of the acceptance report by the Buyer (including cases of early delivery).***

BUYER
«HAEK» CJSC

.... M. Vardanyan

SELLER
Bopp & Reuther Valves GmbH

.... Andreas Pinkepank

.... i.V. Max Graf

Attachment N 3
of the contract concluded on «   »   20_ _
under code ____________

Contract Party

address
a/c number
TIN

Buyer

address
a/c number
TIN

REPORT N
ON ACCEPTANCE OF RESULTS OF EXECUTING THE CONTRACT OR SOME PART OF IT

§ ¦ § ¦ 20

Contract /hereinafter referred to as Contract / name
Contract conclusion date «____» «__________________» 20_ _
Contract number
The Buyer represented by ____ and
The Contract Party represented by ____, taking as a basis conclusion N ………………………………………………………… of the representative who has drafted the purchase request, prepared on «____» «________________» 20_ _ with respect to Contract execution, which is related to the fact that the supplies stated below that are stipulated by the Contract comply with the technical characteristics and the purchase schedule specified in the Contract, have prepared this report to the following effect:

In the framework of this Contract the Contract Party has supplied the following goods:

N	Supplied goods							
			quantitative index		due date			
	description	overview of technical characteristics	according to the purchase schedule specified by the Contract	actual	according to the purchase schedule specified by the Contract	actual	the amount to be paid /thousand Euro/	payment d /according the paym schedul

All the invoices related to the abovementioned supplies are an integral part of this report and are attached.

Goods delivered by:

signature

name,surname

LS

Goods accepted by:

signature

name, surname

LS

Bopp & Reuther Valves GmbH IMI IMI Mannheim/Germany

Attachment N 3.1.
of the contract concluded on «   »   20__
under code ____________

STATEMENT N _

on recording the fact of delivering the Contract result to the Buyer

This is to state that under Contract N ________ (Contract number) concluded on ____________20 __ (Contract conclusion date)
between ______________________ (Buyer's name) (hereinafter referred to as Buyer) and ______________________ (Seller's name)
(hereinafter referred to as Seller) the Seller delivered the goods mentioned below to the Buyer for the purpose of delivery-acceptance on ______________ 20 __ :

Goods		
description	unit of measure	quantity (actual)

This statement has been prepared **in duplicate,** one copy for each Party.

Parties

Delivered by:

____
name,surname

____
signature

Accepted by:
the representative who has drafted the request

____
name, surname

____
signature