

# PURCHASE CONTRACT

No. 01/12/00203

for delivery of FLAPS

PROJECT: BOBOV DOL POWER PLANT FDG SYSTEM

## I. CONTRACTING PARTIES

### SUPPLIER:

DSM Sp. z o. o.  
Incorporated in the Company Register held by the Regional Court in KRS  
000673488 file VIII Wydział Gospodarczy Sąd Rejonowy Poznań Nowe Miasto i  
Wilda  
Address: Ul. Logistyczna 7b, 62-080 Sady, Poland  
Represented by: Sebastian Moryksiewicz – President of the Board  
Authorized to act in Michał Łukowiak - Member of the Board  
commercial matters: Sebastian Moryksiewicz + 48 728 959 385  
technical matters: Michał Łukowiak  
Company ID: 366850373  
VAT No.: PL7831756419  
Bank connection: Santander Bank Polska  
Account No: PL22 1090 1362 00000001 4314 5499

Tel+4872895985

E-mail: [biuro@dsmtech.pl](mailto:biuro@dsmtech.pl)

E-mail address for electronic invoicing: [biuro@dsmtech.pl](mailto:biuro@dsmtech.pl)

URI address for videoconference: [biuro@dsmtech.pl](mailto:biuro@dsmtech.pl)

### **"TIBIEL EOOD"**

Incorporated in the Company Register held by the Regional Court Bulgaria  
Address: 29 Knyaz Aleksandar Dondukov Blvd., fl., Sofia 1000,  
Bulgaria

Represented by: Dimitar Ivanov

Authorized to act in  
technical matters: Dimitar Ivanov

commercial matters: Dimitar Ivanov

Company ID: 106588084

VAT No.: BG106588084

Bank connection: Eurobank Bulgaria AD

Account No: BG05BPBI79251461849902

Tel.: +00359897631941

Fax.:

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### BUYER:

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NIP: 783 175 64 19  
REGON: 366850373  
Kapitał zakładowy: 227 000,00 PLN



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## II. SUBJECT MATTER

The subject of this contract is delivery 4 pcs of Tandem Louver Damper type damper DSM-RGT-6320x3920-E ( 1 pc) and DSM-RGT-8000x4200-E (3pcs) valve with AUMA actuator and 2 pcs of Sealing air system, project in compliance with the Quotation No.: 529/DSM/10/2023 rev.2 dated 7th December 2023 which is given in Annex No.1 of this contract and form an integrated part of this contract.

## III. SCOPE OF SUPPLY

### 1 Documentation

- 1.1 Documentation shall be supplied in accordance with DSM standards (ITP, material certificate 3.1 for damper parts, manual and operation, quality documentation) in English language, 1x electronic copy
- 1.2 CAD drawings will be made with Inventor (dwg)

### 2 Equipment scope of supply

- 2.1 1 pc Tandem Louver Damper DSM-RGT-6320x3920-E, valve with AUMA actuator

#### ***Tandem louver type damper valve with actuator***

#### ***DSM-RGT-6320x3920-E***

<i>Designation</i>	position 4 – Damper I
<i>Nominal dimensions (WxH)</i>	6320mm x 3920mm
<i>Face to face length</i>	500mm
<i>Connection</i>	by flanges, drilling will be agreed, counterflanges, screws and gaskets are not included
<i>Blades configuration</i>	4 (tandem type, parallel to 6320)
<i>Body material</i>	1.0038
<i>Blades material</i>	1.0038
<i>Shafts material</i>	1.0577
<i>Bearings</i>	sleeve bearings (maintenance free)
<i>Blades sealing</i>	flexible profiles Alloy 625
<i>Tightness</i>	>99,5% (100% with sealing air with pressure 10/15/0)
<i>Shafts sealing</i>	stuffing boxes with packing

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Design temperature  
Design pressure  
Corrosion protection

Actuator

Sealing air valve  
Mechanical locking device  
External limit switches

140°C

+/- 1,5 kPa

internal and under insulation temporary by primer for transport, external epoxy painting system for ambient conditions

electric Auma NORM (without control), type SA with gearbox, 3x400V/50Hz, wiring diagram TPA00R1AA-OE1-000

butterfly DN250 actuated by lever and pull-rod for closed position

(2+2) mechanical Schmersal type PS315-T11-H300

2.2 3 pcs Tandem Louver Damper DSM-RGT-8000x4200-E, valve with Auma actuator

**Tandem louver type damper valve with actuator DSM-RGT-8000x4200-E**

Designation	position 5 – Damper II position 6 – Damper III position 7 – Damper IV 8000mm x 4200mm
Nominal dimensions (WxH)	500mm
Face to face length	by flanges, drilling will be agreed, counterflanges, screws and gaskets are not included
Connection	4 (tandem type, parallel to 8000)
Blades configuration	1.0038
Body material	1.0038
Blades material	1.0577
Shafts material	sleeve bearings (maintenance free)
Bearings	flexible profiles Alloy 625
Blades sealing	>99,5% (100% with sealing air with pressure 10/15/0)
Tightness	stuffing boxes with packing
Shafts sealing	140°C
Design temperature	+/- 1,5 kPa
Design pressure	internal and under insulation temporary by primer for transport, external epoxy painting system for ambient conditions
Corrosion protection	electric Auma NORM (without control), type SA with gearbox, 3x400V/50Hz, wiring diagram TPA00R1AA-OE1-000
Actuator	butterfly DN250 actuated by lever and pull-rod for closed position
Sealing air valve	
Mechanical locking device	

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External limit switches

(2+2) mechanical Schmersal type PS315-T11-H300

**NOTE: dampers delivered as modules for assembly on site. Price for modules mounting not included**

2.3 2 pcs Sealing air system

**Sealing air system I**

**for damper position 4 – Damper I and  
damper position 5 – Damper II (both  
dampers closed at the same time)**

Sealing air fan

2 of medium pressure centrifugal fans VENTUR, driven directly, 3x400V/50Hz, motor power 7,5kW (preliminary), silencer with filter and inlet hood included DN350

Check valves on fans outlets

DN350 with handlever

Sealing air regulating valve

Sealing air heater

electric heater, 3x400V/50Hz, power 225kW (preliminary for  $t_1=-15^{\circ}\text{C}$ ,  $t_2=110^{\circ}\text{C}$ )

Frame

frame for sealing air fan and heater (carbon steel with painting), piping between fan, regulating valve and heater included  
not included

Control system for sealing air fan and heater

Piping between sealing air system and dampers

not included

**Sealing air system II**

**for damper position 6 – Damper III and  
damper position 7 – Damper IV (both  
dampers closed at the same time)**

Sealing air fan

2 of medium pressure centrifugal fan, driven directly, 3x400V/50Hz, motor power 7,5kW (preliminary), silencer with filter and inlet hood included DN350

Check valves on fans outlets

DN350 with handlever

Sealing air regulating valve

Sealing air heater

electric heater, 3x400V/50Hz, power 250kW (preliminary for  $t_1=-15^{\circ}\text{C}$ ,  $t_2=110^{\circ}\text{C}$ )

Frame

frame for sealing air fan and heater (carbon steel with painting), piping between fan, regulating valve and heater included  
not included

Control system for sealing air fan and heater

Piping between sealing air

not included

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system and dampers

### **3. Assembly supervision, start up**

Commissioning and supervision cost as option 1200,00 EUR / per day.

## **IV. PURCHASE PRICE AND PAYMENT TERMS**

1. The buyer and the seller have agreed on the purchase price for deliveries mentioned in the scope of the articles "SUBJECT OF THE CONTRACT" and "SCOPE OF DELIVERY"

**418 000,- EUR**

**in words: four hundred and eighteen thousand EUR**

The price for the Equipment as per paragraph III, subparagraph No. 2 is agreed on FCA Poznań, Poland delivery term in accordance with INCOTERMS 2010.

2. The agreed price is fixed, not subject to change and covers the entire subject of the contract.
3. The price of non-returnable packaging is included in the price.

## **V. PAYMENT TERMS**

### **1. Payment**

Payments for delivered goods will be made by bank transfer on the basis of invoices issued by the entitled contracting party to the buyer.

The contracting parties have agreed on the following payment terms:

- 20% of total contract price after signed contract – payment in advance against unconditional and irrevocable bank guarantee, provided in original upon signing the contract. Provision of the guarantee is a condition for payment of the advance. The bank guarantee is valid for 30 days after the date of conclusion of the contract. The text of the bank guarantee must be further approved by the Buyer.
- The bank guarantee applies both to the stated price and to the penalties 70% before delivery after FAT in Poland (4 weeks before FAT / delivery credit letter should be send to supplier and must be accepted by DSM Bank – please send us draft )

10% after assembly of dampers or against bank guarantee for 10% of total contract price with validity from delivery date till guarantee period

### **2. Invoice**

The buyer pays the purchase price in the total amount of 418 000,- EUR as follows:

#### **2.1 Terms**

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20% (twenty per cent) of the Contract Price shall be paid after signed contract as a payment in advance by the Ordering party by bank transfer latest 14 working from the date of receiving proforma invoice and bank guarantee for 20 % of total contract price from supplier.

70% ( seventy per cent) of the Contract Price shall be paid by Buyer as the payment by letter of credit against documents, issued 4 (four) weeks before shipment or 14 (fourteen) working days after receiving invoice.

10% (ten per cent ) of the Contract Price shall be paid after assembly but not later then 2 months from date of delivery. Payment can be paid against bank guarantee for 10% of total contract price.

2.2 Invoices will be sent to:

E-mail address: .....

2.3 The invoice must contain, in addition to the requirements required by generally binding legal regulations:

2.2.1. Original delivery note

2.2.2. Buyer's contract registration number

## VI. TERM OF DELIVERY

1. Equipment delivery term:

the seller undertakes to carry out the delivery in the following terms:

1.1 Goods including documentation : 21 week of 2024 (till 22<sup>th</sup> May 2024)

2. Performance place: FCA Poznań Poland

3. The delivery includes the documentation required or necessary for further handling of the delivery. Without the delivery of this documentation, it is not proper fulfilment of the obligation by the supplier. And such a delivery will not be taken as regular or paid.

4. Handover of goods to buyer:

Delivery of the complete scope of goods specified in Article III. "SCOPE OF SUPPLY" of this contract will be made by a mutually confirmed delivery note, which will be the necessary for the invoicing.

## VII. QUALITY AND WARRANTY

1. The seller undertakes that the delivery will have the properties specified in the offer and the technical standards that apply to its implementation.
2. The warranty period is two (2) years from the date of start-up. The warranty period will, however, be over at the latest after 28 months from the delivery date from the manufacturer.
3. The seller provides a quality which guarantee for a period of 24 months from the date of delivery for the surface protection of carbon steel products.

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The warranty does not cover damage caused by the operation or maintenance of the equipment, which will be in conflict with the wording of the operating regulations of the equipment.

4. The seller guarantees the parameters stated in the enclosed offer ANNEX No. 1.
5. In the case that the delivered goods appear during the warranty period a defect that prevents or restricts its operation, the seller is obliged to eliminate the defect within 72 hours. Defect of goods will be announced to seller by email. The seller will eliminate the defect on his own costs. If it is not possible to eliminate the defect on the site, the seller will agree with the buyer on the method and date of elimination of the defect, which cannot be later than 14 days from the notification of defect. This does not affect the right to compensation. Any transportation and/or storage is at the expense and organized by the Seller.

## VIII. CONTRACTUAL PENALTIES FOR NON - COMPLIANCE

The contracting parties have agreed to ensure compliance with the obligations arising from this contract by contractual penalties as follows:

1. The Buyer may claim the following contractual penalties for failure to meet the deadlines specified in the article "TERM OF DELIVERY":
  - 1.1 For delay of the complete delivery of goods, as well as in the event of a delay in the removal of a defect within the warranty period 0,1% of the total delivery price for each calendar day of delay, max penalties 10%.
  - 1.2 If the parameters of the delivered equipment specified in the seller's offer are not reached, the seller will reimburse the buyer for all costs associated with their correction.
2. The payment of the contractual penalty does not terminate the buyer's right for compensation of damages.

## IX. TERMINATION

1. On the Buyer's side

The Buyer is entitled to terminate the Contract by the written notice sent to the Seller concerning a substantial violation of his contract obligations in case:

- a) of the Seller's delay with proper completion of delivery and its handover within the agreed term, provided that the Seller fails to fulfill his obligation even not within an additional term of 60 calendar days from the date specified in the notice requesting fulfillment of the Seller's obligation,
- b) of significant defects of the supply if the Seller failed to demonstrate achievement of the Guaranteed parameters even not during the repeated tests within an additional reasonable period determined by the in writing,
- c) that the Seller does not realize the delivery in a proper manner, and his progress or the result of the delivery so far undoubtedly leads to a demonstrably defective performance, and the Seller fails to remove, based on the written 's notice, the defective performance

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even not or within a reasonable period granted to the Seller and stipulated in the written notice,

- d) that the Seller interrupted or stopped realization of delivery unlawfully,
- e) of the insolvency of the Seller, if the Seller fails to provide, based on the 's call, adequate security without undue delay, which security shall be approved by the *le.g. in the form of a bank guarantee*. For instance the repeated and justified complaints by the subcontractors for failure to pay their invoices, shall be understood under insolvency,
- f) in other cases of breach of the Seller's obligations under the relevant provisions of the Civil Code.

If the Buyer exercises the right to terminate the Contract under the items above, he is entitled to the damages arising from breach of the Contract, as well as the stipulated penalties.

Upon withdrawal from the Contract by the pursuant to sec. 1.1. of this Article hereof, in case of expressed interest by the Buyer one part of the price corresponding to the scope of the delivered subject matter hereof that will be left by the shall be deducted from the paid amounts, and the remaining paid amount shall be returned to the together with interest at the repo rate of the Polish National Bank. The Seller is obliged to take back at his own cost that part of the delivery that will be rejected by the Buyer.

## 2. On the Seller's side

2.1 The Seller can withdraw from the Contract by a written notice to the Buyer if the Buyer is in liquidation or has been finally declared bankrupt.

2.2 The Seller can withdraw from the Contract by a written notice to the if the is in delay with payment for over two (2) months and the Seller has fulfilled its billing obligations under this Contract.

2.3 In case of withdrawal from the Contract by the Seller under sec. 2.1 and 2.2, the Seller can also claim the sums identified below:

*the contract price duly attributable to the realized parts of the delivery on the date of withdrawal any legitimate damage incurred by the Seller, and the remaining overpaid amount is returned to the Buyer within 5 days of termination.*

## X. CIRCUMSTANCES EXCLUDING RESPONSIBILITY

Responsibility of the Parties hereto for partial or total non-fulfilment of the contract obligations is excluded if non-fulfilment was caused by the force majeure events.

For the purposes hereof, under the force majeure we shall understand the events which are recognized by the state or legislative authorities as the force majeure and which have occurred independently on the will of the Parties hereto.

However, the force majeure occurs only if the conditions for occurrence of an obstacle resulting from the force majeure have been fulfilled even at the place of performance of the Contract.

The Parties hereto are obliged to inform each other immediately about the force majeure events which may have a negative impact on fulfilment of the obligations, namely in a timely manner to avoid occurrence of possible damages.

Failure to comply with this obligation constitutes a material breach of the Contract.

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## **XI. SOLUTION OF DISPUTES**

This Agreement and any non-contractual obligations arising out of or in any way relating to the Agreement or its formation shall be governed by and construed in accordance with German law.

All disputes arising between the Parties from or in connection with this Contract shall be settled through friendly consultations between the Parties. In case no agreement can be reached through consultations, within thirty (30) days of notice of a dispute, the dispute shall be submitted to arbitration for final and exclusive settlement.

## **XII. ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE PRESENT CONTRACT SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY THREE (3) ARBITRATORS APPOINTED IN ACCORDANCE WITH THE SAID RULES. THE ARBITRATION PROCEEDINGS SHALL BE IN THE ENGLISH LANGUAGE AND SHALL TAKE PLACE IN PARIS, FRANCE. PATENT RIGHTS, TRADE SECRET**

The Seller declares that the delivery under the article "SUBJECT MATTER" hereof cannot give rise to any patent claims of any third party and does not have other legal defects. The Seller shall not transfer the delivered projects and the documentation to any third party. The Seller shall impose confidentiality on all his employees who come into contact with the drawings, specifications, data, calculations, or other documents handed over under this Contract to the Seller. The confidentiality obligation shall also apply to the existence and content of this Contract.

In case of manufacture according to the Buyer's documentation, the Seller expressly agrees that neither the solution, the subject matter hereof, nor any similar solution may be used without the Buyer's consent.

In case of breach of the obligation as above, the Seller shall compensate the Buyer for the arisen damage, consisting in particular in the lost profit.

## **XIII. VALIDITY OF THE CONTRACT**

This contract becomes valid and effective after discussion and mutual signing by the seller and the buyer.

## **XIV. GENERAL AND FINAL ARRANGEMENTS**

The Contract can be amended, supplemented or specified more precisely by the written amendments, which are serially numbered. Proposals for amendments and/or changes hereto can be submitted by any Party hereto.

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When negotiated, each amendment must be signed by both Parties hereto.

The Purchase Contract has been drawn up in two counterparts, the Seller and the Buyer shall receive one mutually confirmed counterpart(s).

This Contract supersedes all previous arrangements of the Parties hereto regarding this legal relationship.

## XV. ANNEXES

The following Annexes represent the integral part hereof:

Annex No.: 1	Offer No.: No: 529/DSM/10/2023 rev.2 dated 7th December 2023
Annex No.: 2	Draft of credit letter
Annex No.: 3	Draft of bank guarantee for payment in advance



## XVI. SIGNATURES OF THE PARTIES HERETO

In Bulgaria on:

In Poznań on :

On behalf of Buyer:

On behalf of Seller:

.....

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