

**КОНТУРГЛОБАЛ МАРИЦА ИЗТОК 3 АД
ДОГОВОР ЗА ВЪЗЛАГАНЕ НА
ОБЩЕСТВЕНА ПОРЪЧКА ЗА ДОСТАВКА**

Днес год., между:

1. **КОНТУРГЛОБАЛ МАРИЦА ИЗТОК 3 АД**, със седалище и адрес на управление: гр. София, бул. Ситняково № 48, ет.9, регистрирано в Агенция по вписванията, с ЕИК 130020522, Данъчен номер BG130020522, представлявано от Гари Левсли в качеството му на Изпълнителен директор и Кuinto Ди Фердинандо – Член на Съвета на директорите, наричано по-нататък в договора **ВЪЗЛОЖИТЕЛ**,

2. **Сефар ООД** със седалище и адрес на управление: 545400 Сигишоара, ул. Лалелелор № 14 тел. + 41718985630, представлявано от Кристоф Тоблер чрез пълномощника си Роналд Рийдер в качеството му на инженер продажби, вписан в регистъра под СН – 020.3.923.572-8, наричано по-нататък **ИЗПЪЛНИТЕЛ**, се сключи този договор за следното:

ОПРЕДЕЛЕНИЯ

В настоящия договор, освен ако контекстът не изисква друго, представените по-долу думи и изрази имат следното значение:

"**Работен ден**" означава ден (с изключение на събота или неделя или официален празник), в който банките обикновено работят и извършват нормални банкови операции в България.

"**Договор**" – настоящия документ с всички приложения и допълнения.

"**Доставка**" - всички продукти, които следва да бъдат доставени по силата на настоящия договор, съгласно оферта от дата 11.08.2016.

"**Площадка на ВЪЗЛОЖИТЕЛЯ**" означава ТЕЦ "КонтурГлобал Марица изток 3", с. Медникарово, община Гълъбово.

1. ПРЕДМЕТ НА ДОГОВОРА

1.1. **ВЪЗЛОЖИТЕЛЯТ** възлага и **ИЗПЪЛНИТЕЛЯТ** приема да извърши Доставка на филтърни платна тип Sefar Tetex®DLW 07-8004-C085 – 2 бр., съгласно техническа спецификация на **ВЪЗЛОЖИТЕЛЯ** (Приложение 2) и оферта представена от **ИЗПЪЛНИТЕЛЯ** и проверена от **ВЪЗЛОЖИТЕЛЯ** (Приложение 3), срещу договорено възнаграждение

**CONTOURGLOBAL MARITZA EAST 3 AD
CONTRACT
FOR PROCUREMENT OF GOODS**

This , between:

1. **CONTOURGLOBAL MARITZA EAST 3 AD**, having its seat and registered office address in Sofia city, 48 Sitnykovo Blvd, 9th floor, registered in the Registry Agency under UIC 130020522, Tax number BG 130020522, represented by Garry Levesley in his capacity of Executive Director and Quinto Di Ferdinando - Member of the Board of Directors, hereinafter referred to as **CONTRACTING AUTHORITY**, and

2. **Sefar s.r.l.**, having its seat and registered office address in Str. Lalelelor 14 545400 Sighisoara Romania tel. + 41718985630, represented by Mr. Christoph Tobler and his proxy Mr. Ronald Rieder in his capacity of Sales Engineer entered in the Register to CH – 020.3.923.572-8, hereinafter referred to as **SUPPLIER**, this contract was signed for the following:

DEFINITIONS

In this contract unless the context otherwise requires, the following words and phrases shall have the following meanings:

"**Business Day**" means a day (other than a Saturday or a Sunday or official holiday) on which banks are generally open for the conduct of normal banking business in Bulgaria;

"**Contract**" – this document with all the attachments and appendices;

"**Supply**" - all the products to be delivered under this Contract as per offer dated 11.08.2016.

"**CONTRACTING AUTHORITY's Site**" shall mean TPP ContourGlobal Maritsa East 3, Village of Mednikarovo, Municipality of Galabovo.

1. SUBJECT OF THE CONTRACT

1.1. The **CONTRACTING AUTHORITY** assigns and the **SUPPLIER** accepts to supply synthetic filter fabric type Sefar Tetex®DLW 07-8004-C085 – 2 pcs, as per the technical specification announced by the **CONTRACTING AUTHORITY** (Attachment 2) and the offer presented by the **SUPPLIER** and reviewed by the **CONTRACTING AUTHORITY** (Attachment 3) against

съгласно протокол от проведено договаряне.

2. ЦЕНА. НАЧИН ЗА ПЛАЩАНЕ

2.1. Общата стойност на този договор е CHF 22 575,00 /двадесет и две хиляди петстотин седемдесет и пет/, без ДДС. Цената включва и доставянето на Доставка до Площадката на ВЪЗЛОЖИТЕЛЯ както и всички транспортни разходи, такси, мита и застраховки.

2.2. Единичните цени от финансовото предложение на ИЗПЪЛНИТЕЛЯ са фиксирани за времето на изпълнение на настоящия договор, не подлежат на промяна .

2.3. Цената за доставката се заплаща до 30 дни след доставка на стоката, представяне на данъчна фактура, сертификат за доставени материали и приемо – предавателен протокол, представени от ИЗПЪЛНИТЕЛЯ и проверени от ВЪЗЛОЖИТЕЛЯ.

2.4. Всички плащания по този договор ще се извършват с банкови преводи в Швейцарски франка. Разходите в банката на ИЗПЪЛНИТЕЛЯ са за сметка на ИЗПЪЛНИТЕЛЯ, а в банката на ВЪЗЛОЖИТЕЛЯТ са за сметка на ВЪЗЛОЖИТЕЛЯ. Банковите сметки на страните са:

НА ВЪЗЛОЖИТЕЛЯ:

SG Експресбанк АД гр. София
IBAN: BG35 TTBB 9400 1521 0392 96
BIC: TTBBBG22

НА ИЗПЪЛНИТЕЛЯ:

Raiffeisenbank Sighisoara
IBAN: RO69RZBR0000060013023438
BIC: RZBRROBUXXX

3. СРОК НА ДОСТАВКА

3.1. Сроктът за доставка на стоките, предмет на този договор е 3-5 седмици от датата на двустранно подписване на настоящия договор и получаване на поръчката от Изпълнителя.

consideration as per Protocol from negotiations tender.

2. PRICES AND PAYMENTS

2.1. The total price of the goods amounts to CHF 22 575,00 /twenty two thousand five hundred and seventy five CHF/, VAT excluded. The price includes delivery of the Supply to the CONTRACTING AUTHORITY's Site as well as all transportation, customs expenses and fees, and insurances.

2.2. The unit prices from the financial offer of the SUPPLIER are fixed for the term of the present contract and are not subject to change.

2.3. The payment for Supply shall be completed within 30 days from delivery of the goods, receipt of a tax invoice, on the basis of a Certificate for quality, and an acceptance-delivery protocol, presented by the SUPPLIER and verified by the CONTRACTING AUTHORITY.

2.4. All payments according to this contract shall be made through bank transfers in CHF. The bank fees at the SUPPLIER's bank are at the SUPPLIER's expense, the bank fees at the CONTRACTING AUTHORITY's bank are at the expense of the CONTRACTING AUTHORITY. The bank accounts of the Parties are:

CONTRACTING AUTHORITY:

SG Expressbank
IBAN: BG35 TTBB 9400 1521 0392 96
BIC: TTBBBG22

SUPPLIER:

Raiffeisenbank Sighisoara
IBAN: RO69RZBR0000060013023438
BIC: RZBRROBUXXX

3. TERMS OF DELIVERY

3.1. The time for delivery of the goods, subject of this contract shall be up to 3-5 weeks from the date of bilateral signing of the present contract and receipt of order by the Contractor.

4. WARRANTY PERIOD

4. ГАРАНЦИИ ЗА КАЧЕСТВО. РЕКЛАМАЦИИ

4.1. Изпълнителят гарантира, че доставените продукти не съдържат материални или производствени дефекти. Характеристиките на продукта съответстват само на тези, описани в съответната техническа документация.

4.2. Възложителят е длъжен да инспектира стоките веднага след получаването им. Претенции, свързани с количеството и видими дефекти трябва да бъдат представени в писмен вид в срок от седем работни дни, докато оплакванията, свързани със скрити дефекти трябва да бъдат отправени в срок от седем работни дни от откриването им.

4.3. Когато доставените продукти са дефектни по време на гаранционния срок Възложителят може да поиска подмяна на дефектните стоки или отстраняване на дефекта от Изпълнителя.

4.4. В случай, че дефект в съответствие с член 4.3. не е отстранен чрез премахване или подмяна от доставчика в рамките на разумен срок, Възложителят може да поиска намаление на цената или анулиране на договора.

4.5. Всяка отговорност, договорно или по друг начин, за последващи загуби, произтичащи пряко или косвено от един дефект се изключват изрично.

Страните потвърждават, че при управлението на дейността си и вътрешните си отношения Възложителят, и Изпълнителят действат като се позовават на принципите, които се съдържат в Антикоруptionнната Политика за Възложителя – Приложение 4, Кодексът на Поведение за Доставчика – Приложение 5 и Сертификат на доставчика - Закони за Налагане на Санкции – Приложение 6. Страните няма да предприемат действия, които са в нарушение на тези Политики или които биха довели до неспазването им. Страните се споразумяват, че по отношение на услугите, предоставени по който и да било договор, бил той писмен или не, нито страните, нито някой от техните собственици, служители, дъщерни дружества, или доколкото им е известно, посредници или представители, няма да правят, обещава да одобряват направата на предложение за подарък или плащане, включително без ограничение, подялбата или обещанието за подялба на свой хонорар или други средства, които са получили, получават или ще получат по договор с КонтурГлобал, на или в полза на Държавен

4.1. The Supplier warrants that the products delivered are free from material or manufacturing defects. The product characteristics conform exclusively to those described in the respective technical documentation.

4.2. The Contracting Authority shall inspect the goods immediately upon receipt. Complaints related to quantity or visible defects must be made in writing within seven working days, while complaints relating to non-visible defects must be made within seven working days of discovery.

4.3. Where delivered products are defective the customer may request either replacement of the defective goods or elimination of the defect by the Supplier.

4.4. If a defect pursuant to Article 4.3. is not remedied by way of elimination or replacement by the Supplier within a reasonable period, the Contracting Authority may ask for a price reduction or cancellation of the contract.

4.5. Any liability contractual or otherwise, for consequential loss, arising directly or indirectly from a defect, is hereby excluded.

The Parties acknowledge that in conducting their business and managing their internal relations, both the Contracting Authority and the Supplier operate by reference to the principles contained in the Contracting Authority's Anticorruption Policy – Appendix 4, the Supplier Code of Conduct – Appendix 5 and Vendor Certificate – Sanctions Laws - Appendix 6 Policies. The Parties shall not engage in any conduct that would constitute a breach of these Policies or would result in a breach of these Policies. The Parties agree that, with respect to the services provided under any agreement, whether written or otherwise, neither it nor any of its principals, employees, affiliates, or to its knowledge, agents or representatives will directly or indirectly, make, promise or authorize the making of any offer, gift or payment of anything of value, including without limitation, the sharing or promise to share its fees or any other funds that it has received, receives or will receive under any agreement with ContourGlobal, to or for the benefit of any Government Official or family member or close business associate of any Government Official, for the purpose of improperly: (i) influencing any act or decision of the Government Official in his or her official capacity; (ii) inducing the

Служител или член от семейството или близък съдружник на Държавен Служител, пряко или косвено, с цел неправомерно да: (i) повлияе на действие или решение на Държавния Служител в качеството му/й на длъжностно лице; (ii) склони Държавния Служител да извърши или да не предприеме действие в нарушение на своето служебно задължение; (iii) получи неправомерно по – изгодни условия; или (iv) склони Държавния Служител да използва своето влияние да въздейства върху действие или решение на правителството (всяко едно от гореспоменатите представлява „Забранено плащане “). Всяка страна трябва незабавно да уведоми другата за наличието на каквото и да било Забранено Плащане.

Настоящият договор е подписан в два идентични оригинала на български и английски език. В случай на разминавания между английския и българския текст, предимство има английския.

Неразделна част от настоящия договор са:
Приложение № 1 – Антикорупционната политика и Декларация за спазване на антикорупционната политика;
Приложение № 2 – Техническа Спецификация;
Приложение № 3 – Ценова оферта;
Приложение № 4 – Кодекс за поведение на доставчика
Приложение № 5 – Сертификат на доставчика - Закони за Налагане на Санкции

ВЪЗЛОЖИТЕЛ.....
Гари Левсли
Изпълнителен директор

.....
Квинто Ди Фердинандо
Член на Съвета на директорите

ИЗПЪЛНИТЕЛ:.....

Government Official to do or omit to do any act in violation of his or her lawful duty; (iii) securing any improper advantage; or (iv) inducing the Government Official to use his or her influence to affect any governmental act or decision (any of the foregoing a "Prohibited Payment"). The Parties shall promptly report to the other any Prohibited Payment.

The present contract was signed in two identical originals in Bulgarian and in English language. In the event of conflict between the English and Bulgarian language versions of this agreement, the English language version shall prevail.

An integral part of the present contract are:
Appendix 1 - CONTRACTING AUTHORITY's Anticorruption Policy and Corrupt practices policy compliance statement;
Appendix 2 – Technical Specification;
Appendix 3 –Price offer;
Appendix 4 – Supplier Code of Conduct
Appendix 5 – Vendor Certificate – Sanctions Laws

CONTRACTING AUTHORITY:.....
Garry Levesley
Executive Director

.....
Quinto Di Ferdinando
Member of the Board of
Directors

Sefar AG
Hinterbissastr. 12
CH-9410 Heiden

CONTRACTOR:.....



Предмет

Доставка на филтърно платно SEFAR TETEX DLW 07-8004-C085 за Вакуумни филтри в ГОИ

Наименование

ТЕХНИЧЕСКА СПЕЦИФИКАЦИЯ

за

Доставка на филтърно платно SEFAR TETEX DLW 07-8004-C085

21.07.16

Станислав Стоянов

Пламен Панайотов


Сергей Бодуров

Дата

Подготвил

Съгласувал

Одобрил

	КОНТУР ГЛОБАЛ МАРИЦА ИЗТОК 3 АД	Документ №
	Доставка на филтърно платно SEFAR TETEX DLW 07-8004-C085	Страница 3 от 7

1. ПРЕДМЕТ НА ДОСТАВКА

Предмета на доставка включва:

Доставка на филтърно платно SEFAR TETEX DLW 07-8004-C085

2. ТЕХНИЧЕСКИ ИЗИСКВАНИЯ ЗА ДОСТАВКАТА

Филтърно платно SEFAR TETEX DLW 07-8004-C085

Dimensions :

Length : 58'810 mm (+/- 250 mm)

Width : 3'240 mm (+/- 20 mm)

Fabrication features :

Length preslitting belts

Automatic edge sides coating with Durol 30mm

Metal clipper closure (Hastelloy) in 15 mm hem
with inserted 10 mm PP ribbon in-pressed

Durol coating for closure

100 mm sewn top flap made from additional material

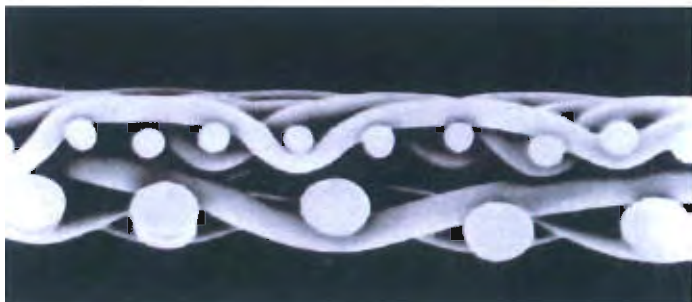
Durol coating for top-flap


Fixing by Velcro

№	Описание на стоката /наименование/	Стоков номер	Количество (Брой)
1.	ГОИ/Платно SEFAR TETEX DLW 07-8004-C085	2018805	2

Enclosed technical data sheet

DLW construction:



	КОНТУР ГЛОБАЛ МАРИЦА ИЗТОК 3 АД	Документ №
	Доставка на филтърно платно SEFAR TETEX DLW 07-8004-C085	Страница 5 от 7

Durol coating for closure

- Type Hastelloy
- Different sizes depending fabric thickness and application
- Protection against mechanical wear
- Closure in 15mm hem with inserted 10mm PP ribbon in-pressed

Top Flap

- Top flap made of additional material
- Top flap Durol coated similar to closures
- Also fixed with velcro on the cake side

3. СРОК ЗА ДОСТАВКА

3.1 Четири(4)седмици след издаване на поръчка

4. МЯСТО НА ДОСТАВКА

ТЕЦ КонтурГлобал Марица Изток 3 АД се намира на приблизително 60 км югоизточно от гр.Стара Загора, 10 км югоизточно от гр. Гълъбово и 2 км северно от с. Медникарово, община Гълъбово, област Стара Загора, близо до открит рудник Трояново 3.

GPS: N–42.143321 и E–26.000856

Стоките се доставят до склад, който се намира на територията на ТЕЦ КонтурГлобал Марица Изток 3.

5. ДОСТЪП ДО ЕЛЕКТРОЦЕНТРАЛА КОНТУРГЛОБАЛ МАРИЦА ИЗТОК 3

Работно време с доставчици на стоки в склад е всеки работен ден от Понеделник до Петък от 8:30 до 15:00 часа. Доставчиците трябва да следват следните правила при доставка на стоки:

- При доставка на писма, пакети или малки по обем стоки, лицето приносител на стоката, срещу представяне на лична карта на главен портал получава временен пропуск, чрез който може да влезе на територията на централата и да предаде стоката на получателя или в склада, придружаван от представител на Възложителя.
- При доставка на стоки в склад разрешение за достъп се получава по следния начин: Доставчикът на стоки представя на товарен портал на входа на електроцентралата, копие от поръчка за доставка или други документи, удостоверяващи, че стоките се доставят съгласно договор или поръчка на КонтурГлобал Марица Изток 3 или КонтурГлобал Оперейшънс България. Изготвя се пропуск от охранител на товарен портал, който се подписва от ръководител на отдел Здраве, Безопасност и Сигурност.
- МПС с неизмити гуми или с неукрепени товари не се допускат на територията на централата.
- При товаро-разтоварните работи доставчикът задължително да ползва ЛПС които са задължителни за работа на територията на ТЕЦ-а – каска, защитни обувки и подходящо работно облекло.
- Водачите на МПС, превозващи летливи или разпръскващи се материали, са длъжни да поставят покривала върху каросериите на МПС.

	КОНТУР ГЛОБАЛ МАРИЦА ИЗТОК 3 АД	Документ №
	Доставка на филтърно платно SEFAR TETEX DLW 07-8004-C085	Страница 7 от 7

8. ПРОТОКОЛИ И РЕФЕРЕНТНИ ДОКУМЕНТИ

Стоките се придружават от следните документи: приемо-предавателен протокол, сертификат за качество от завода производител, гаранционна карта, указания за употреба от завода производител, товарителница и опаковъчен лист за предаване на стоки или други, сертификати за качество на използваните материали.

S E F A R

Contour Global Maritza East3
Stara Dagora District
Galabovo Municipality
BG - 6294 Mednikarovo

Email dd. 05.08.2016

OFFER No.	BG-7687		
Ref.	ned	Date	11.08.2016

Description	Quantity	Price CHF	Total CHF
SYNTHETIC FILTER FABRIC Industrial belt made of SEFAR TETEX DLW HD 07-8004-C 085 Length preslitting belts Automatic edge sides coating with Durol 30mm Metal clipper closure (Hastelloy) in 15 mm hem with inserted 10 mm PP ribbon in-pressed Durol coating for closure 100 mm sewn top flap made from additional material Durol coating for top-flap Fixing by Velcro Length : 58'810 mm (+/- 250 mm) Width : 3'240 mm (+/- 20 mm) Art. S052-1001-444-00	2	11'160.00	22'320.00
Sealing set composed of sealing thread, fitting-up flap and fitting thread	2	free of charge	
Value of the goods		CHF	22'320.00
Freight charges		CHF	255.00
TOTAL VALUE CIP MEDNIKAROVO		CHF	22'575.00

Gross weight approx.	370 kg
Net weight approx.	320 kg
Dimensions	2x 330 x 55 x 67 cm
Country of origin	ROMANIA
Payment	30 days net
Delivery	Approx. 3-5 weeks after receipt of your official PO (subject to prior sale)
Dispatch	Truck (freight charges are additionally for your account)
Validity of quotation	2 months
Remarks	The general delivery terms of Sefar AG apply.

Sefar AG



Roland Rieder
Sales Engineer

Doris Neuenschwander
Sales Assistant

Supplier Code of Conduct



KUJWATT | BIOGAS

The ContourGlobal Commitment

ContourGlobal generates electricity around the world and wherever we work, we do so according to the highest ethical standards. We support the United Nations Global Compact principles and our procurement policy requires that our suppliers embrace our commitment to these principles. Our Supplier Code of Conduct (the "Supplier Code") is based on the ContourGlobal Code of Conduct and Business Ethics and the ContourGlobal Anti-Corruption Compliance Guide. The Supplier Code is incorporated into our contracts with suppliers and our suppliers are responsible for ensuring the compliance of any subcontractors with our Supplier Code.

Supplier Code of Conduct

ETHICS & TRANSPARENCY

BRIBEY AND CORRUPTION Suppliers will comply with all applicable anti-bribery laws and with ContourGlobal's anti-corruption policies. Suppliers will not engage in any form of bribery or offer any improper incentives, including money or anything of value, to ContourGlobal employees, government officials, or any other person in connection with the supplier's business with ContourGlobal in order to obtain or retain business with ContourGlobal.

GIFTS AND HOSPITALITY Bribery and corruption may involve providing hospitality, accommodations, travel, meals, or gifts with corrupt intent or under circumstances where corrupt intent may be inferred. Suppliers may not provide any corporate hospitality or any other items of value to any government official or employee in an attempt to influence official action, i.e., with corrupt intent, in connection with the supplier's business with ContourGlobal. Any gift, travel, lodging, meal, hospitality, entertainment, or accommodation must comply with the ContourGlobal Anti-Corruption Guide and Code of Conduct and Business Ethics.

HUMAN RIGHTS & LABOR

CHILD LABOR Suppliers will comply with all applicable child labor laws and only employ workers who meet the applicable minimum legal age requirement in the country.

FORCED AND COMPULSORY LABOR Suppliers will not use forced or involuntary labor, including indentured or slave labor.

WAGES AND HOURS Suppliers will comply with all applicable working time laws and pay overtime when required under law. Additionally, suppliers will comply with all applicable laws on wages and benefits.

FREEDOM OF ASSOCIATION & COLLECTIVE BARGAINING

Suppliers will respect employees' lawful right of free association, as well as their lawful right to join, form or not to join a labor union or otherwise engage in collective bargaining.

DISCRIMINATION AND HARASSMENT Suppliers will not discriminate with respect to any condition of employment on the basis of race, color, national origin, sex, religion, age, disability, HIV/AIDS status, trade union membership, sexual orientation or any particular characteristic unrelated to job performance and will comply with all applicable employment discrimination laws. Additionally, suppliers will maintain and enforce policies against harassment on this basis.

If a supplier violates the ContourGlobal Supplier Code of Conduct, ContourGlobal will require that the supplier implement a corrective action plan to cure the noncompliance within a

HEALTH, SAFETY & ENVIRONMENTAL

RESPECT THE ENVIRONMENT Suppliers will comply with all applicable environmental laws and ContourGlobal's environmental policies, and will implement systems to manage environmental impacts.

PROTECT HEALTH AND SAFETY Suppliers will provide a safe and healthy workplace for their employees and comply with all applicable health and safety laws and ContourGlobal's health and safety policies.

LEGAL REQUIREMENTS & COMPLIANCE

COMPLIANCE Suppliers will comply with all applicable laws in the provision of products or services to ContourGlobal, including but not limited to laws designed to prevent bribery, extortion, unfair trade practices and money laundering. Additionally, suppliers are expected to implement and maintain appropriate systems and controls sufficient to promote compliance with applicable laws and the principles in this Supplier Code, including policies, training, monitoring and auditing.

CONFLICTS OF INTEREST Suppliers will avoid any interaction with ContourGlobal employees that may conflict, or appear to conflict, with that employee's exercise of independent judgment in the best interests of ContourGlobal. This includes offering payments, gifts, entertainment, or other things of value (including employment opportunities) to ContourGlobal employees when to do so either would or would appear to interfere with that employee's duty of loyalty or other obligations to ContourGlobal.

FAIR COMPETITION Suppliers will comply with fair competition and anti-monopoly laws.

ACCURATE ACCOUNTING AND BUSINESS RECORDS Suppliers will keep accurate records of all matters related to the supplier's business with ContourGlobal, and with any sub-contractors working on ContourGlobal matters, and provide such records upon request.

CONFIDENTIALITY OF INFORMATION Suppliers may only use ContourGlobal's confidential information for authorized purposes and those necessary to discharge their contractual performance. Suppliers will protect ContourGlobal's confidential information and prevent its misuse, theft, fraud or improper disclosure. Suppliers will also safeguard sensitive or confidential information related to ContourGlobal that could impact ContourGlobal or its employees.

specified time period. If the supplier fails to remedy its violation within this timeframe, ContourGlobal may terminate the business relationship.

AGREEMENT TO TERMS: SIGNATURE

SARAF AG

H. Kriebbssauster 12
CH-9410 Heiden

DATE

16.07.2016



CONTOURGLOBAL



VENDOR CERTIFICATION:

SANCTIONS LAWS

I Andreas Kieder on behalf of Sefar AG ("Vendor"), hereby certify to ContourGlobal L.P. and its affiliates, including ContourGlobal Maritsa East 3 AD as follows:

Neither the Vendor nor any of its directors, officers, employees or affiliates, agents or other persons acting on behalf of any of the foregoing is (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on any Sanctions List; (ii) a government of a Sanctioned Country, (iii) an agency or instrumentality of, or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Country, (iv) located in, incorporated under the laws of, or acting on behalf of a person located in or organized under the laws of a Sanctioned Country; or (v) otherwise a target of Sanctions.

For purposes of this Certification, the following terms have the meanings set forth below:

OFAC means the Office of Foreign Assets Control of the U.S. Department of Treasury.

Sanctioned Country means any country or other territory subject to a general export, import, financial or investment embargo under any Sanctions, which, as of the date hereof, include Cuba, Iran, North Korea, North Sudan and Syria.

Sanctions means the economic sanctions laws, regulations, rules or restrictive measures administered, enacted or enforced by OFAC, the United States Department of State, the United Nations Security Council, any United Nations Security Council Sanctions Committee, the European Union or its Member States, or any other relevant governmental authority.

Sanctions List means the Specially Designated Nationals and Blocked Persons list maintained by OFAC, or any similar list maintained by, or public announcement of Sanctions designation made by, the United States Department of State, the European Union or its Member States, the United Nations Security Council, or any United Nations Security Council Sanctions Committee, each as amended, supplemented or substituted from time to time.

Name:

Title:

Date:

Hinterbissastr. 12
D-1-9412 Heiden
Andreas Kieder
VP Sales Engineer
16.08.2016
Sefar AG

CONTOURGLOBAL



CORRUPT PRACTICES POLICY COMPLIANCE STATEMENT


I, Roland Pieder, a contractor/ supplier of ContourGlobal (the "Company"), confirm that I have read and understand the Company's **Corrupt Practices Policy** and the **OPIC Anti-Corruption Policies and Strategies Handbook** (collectively, the "Policy").

I further confirm that I agree to abide by the Policy and to review its terms prior to engaging in any activities that could possibly be in violation of the Policy. If I have any questions concerning any proposed matter within the scope of the Policy, I will present them to the Company's General Counsel for review, prior to engaging in any such transaction or activity.

ACKNOWLEDGED AND AGREED:

Sefer AG

Hinterbissastr. 12
CH-9410 Heiden


Signature

Date:

16.08.2016

CONTOURGLOBAL



DECLARATION

From *Roland Fiedler*

[Counterparty] declares:

- Not to have performed activities that presented a conflict of interest with this Agreement (or the title of the Agreement)

[in case of an individual]

[Counterparty] declares:

- Not to have been in charge of a public office or entrusted in public service in the last 24 months with activities that involved, directly or indirectly, any companies belonging to ContourGlobal. Equally, as far as [Counterparty] knows it, these activities have not been carried out by their relatives.

[in case of a Company]

[Counterparty] declares:

- The top management (Chief Executive Officer, etc.)/ managers and their relatives (spouses and immediate family) not to have been in charge of a public office or entrusted in public service in the last 24 months with activities that involved, directly or indirectly, any companies belonging to ContourGlobal.

-No portion of the sum invoiced herein has been paid to any government official for any unlawful purpose and all lawful payments to government entities for licenses, permits or other services are supported by receipts or appropriate documentation

Date: *16.08.2016*

Place: *Heiden, Völkli*

Signature: *[Handwritten Signature]*

Sefar AG
Hinterbissastr. 12
CH-9410 Heiden

CONTOURGLOBAL



DECLARATION

To art. 6, para. 2 Measures Against Money Laundering Act (MAMLA)

The undersigned: Roland Fieder
(name, surname, family name)

PIN C7051327

Address Hinterbissastr. 12 9410 Heiden (Basler)

Citizenship SWISS

ID C7051327

In my capacity of a legal representative (proxy-holder) of depa AG

Entered in the Register to CH-020.3.923.572-8

I declare that the beneficial owner as defined in Art. 6, para. 2 of the MAMLA, in connection with Art. 3, para. 5 of the Regulations for Implementing MAMLA of the abovementioned legal entity/entities is/are the following physical person/s:

1. no organization
(name, surname, family name)

PIN.....

Address

Citizenship

ID

2.
(name, surname, family name)

PIN.....

Address.....

Citizenship.....

ID.....

I am aware that declaring untrue facts carries criminal liability pursuant to art. 313 of the Penal Code.

Date of declaration: 16. 08. 2016

Declarer: [Signature]
/Signature depa AG

Hinterbissastr. 12
CH-9410 Heiden

Organisation Sefar Group

