

JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o.
Verovškova ulica 62
1000 Ljubljana

PROCUREMENT
DOCUMENTATION No. JPE-SAL-415/24

SUPPLY OF COAL

Ljubljana, October 2024

INVITATION TO TENDER

JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana

invites

all interest tenderers to submit their tenders under the requirements laid down in Procurement Documentation No. JPE-SAL-415/24:

SUPPLY OF COAL

The Documentation specifies the subject of the contract and the Contracting Entity's terms, requirements and criteria for the selection of the most economically advantageous tenderer, with which a framework agreement for the relevant procurement will be concluded.

Yours faithfully,

CONTENTS OF THE DOCUMENTATION:

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I. INSTRUCTIONS TO TENDERERS FOR TENDER PREPARATION

Instructions to tenderers define the business rules of the Contracting Entity and tenderers in the procedure to award the public contract, and provide directions regarding the preparation and submission of a tender.

1.1. INVITATION

JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana (hereinafter "Contracting Entity"), hereby invites you to submit a tender for the

SUPPLY OF COAL

1.2. SUBJECT OF THE INVITATION TO TENDER

The subject of the Invitation to Tender is the supply of homogeneous (not mixed) coal.

The indicative quantity of the coal shall be 250,000 metric tonnes (mt), foreseeably three ships.

The quantity of the coal per delivery (one ship) shall be 75,000 ± 10% mt.

Deliveries of the coal are expected to be carried out once a year.

The required parameters (technological characteristics) of the coal shall be:

- | | | |
|-----------------------------|------|---|
| – low calorific value – NAR | (ar) | from 16 to 20GJ/mt |
| – total moisture | (ar) | max. 35.0% |
| – ash | (ar) | max. 6.0% |
| – volatiles | (ar) | min. 30.0% |
| – sulphur | (ar) | max. 0.10% and the ratio between sulphur content and low calorific value must be lower than 0.0045 (S[%]/NAR[GJ/mt] < 0.0045) |
| – HGI | | min. 45 |
| – grain size | | up to 50mm |

The supply of coal shall be carried out by ship, DAP delivery (Incoterms 2020), delivered at the port of destination Koper, Slovenia.

The coal that is the subject of the supply must arrive on a single-deck ship of the deadweight tonnage (DWT) of up to 80,000mt – a ship of PANAMAX size not older than twenty-five (25) years that is able to enter the European Energy Terminal – the Port of Koper – fully loaded. The maximum ship draught shall be 17.20 metres.

The deadline for the first delivery of the coal shall be January 2025.

The Contracting Entity will announce each next (the second and the third) ship at least four (4) months before the foreseen date of arrival at the port of destination Koper.

The indicative quantity of the coal shall depend of the Contracting Entity's needs and shall not be binding for the contract as a whole.

1.3. SPECIFICATION OF THE PRICE OF COAL AND SHIPPING FOR THE SECOND AND THIRD SHIPS

In the Tender sample form (Attachment 2), the tenderer must submit a proposal for the specification of the price of coal and shipping for the second and third ships.

The proposal for the specification of the price of coal and shipping must be:

- the price of coal based on the NEX index (Newcastle Export index) at the low calorific value (NAR) of 6,000 kcal/kg,
- the price of shipping based on the McCLOSKEY by Opis freight rates publication (Australia, Queensland – Rotterdam).

1.4. EXPLANATION OF THE DOCUMENTATION AND CONTACT PERSON

A tenderer may request additional explanations of the Documentation in writing by email at: jasmin.rebselj@energetika.si and lovro.novinsek@energetika.si, no later than three (3) days before the expiry of the tender submission deadline.

Before the expiry of the tender submission deadline, the Contracting Entity may amend the Documentation. Any amendments to the Documentation will be made by the Contracting Entity no later than one (1) day before the tender submission deadline. Any amendment will constitute a component part of the Documentation and will be published on the Contracting Entity's website. The Contracting Entity will extend the tender submission deadline as required in order to allow tenderers to take into account the amendments.

1.5. LANGUAGE AND MONETARY UNIT

All documents relating to the tender must be written in Slovenian or English.

Prices must be provided in U.S. dollars (USD or \$) excluding value-added tax (VAT), any other taxes, fees or any other charges applicable in the Republic of Slovenia, expressed to two (2) decimal places, and must include all costs, discounts and duties related to the transactions tendered, i.e. per unit excluding VAT.

1.6. TENDER SUBMISSION

A tender including all requested documents referred to in chapter 1.9 is to be sent in pdf format no later than **by 5 November 2024 by 10.00 a.m.** to the email address: jasmin.rebselj@energetika.si and lovro.novinsek@energetika.si.

1.7. TENDER OPENING

The Contracting Entity will open the tenders in absence of the tenderers.

1.8. TENDER REVIEW AND ADDITIONAL EXPLANATIONS RELATING TO TENDERS

The Contracting Entity will determine tender compliance with the requirements laid down in the Documentation for the relevant Invitation to Tender after the tenders are opened.

The Contracting Entity may request that a tenderer provide additional explanations in relation to its tender.

The Contracting Entity may invite a tenderer to supplement its tender.

If the Contracting Entity finds that a tender does not comply with the requirements laid down in this Invitation to Tender (after additional explanations or supplements are provided), the tender will be excluded from the subsequent procedure.

1.9. TENDER

The tender must be prepared in line with the instructions and sample forms provided in this Documentation. A tenderer is not allowed to amend the content of this Documentation by way of its tender. If a tenderer amends the content of this Documentation, its tender will be excluded from the subsequent procedure to award the relevant contract.

A tender must include:

Information about the tenderer	Attachment 1
The tenderer must complete, sign and stamp the sample form containing information about the tenderer.	
Tender	Attachment 2
The tenderer must complete, sign and stamp the tender sample form.	
Statement by the tenderer	Attachment 3
The tenderer must complete, sign and stamp the statement sample form.	
Statement on the participation of natural persons and legal entities in the tenderer's ownership	Attachment 4
The tenderer must complete, sign and stamp the statement sample form.	
Statement on the mine	Attachment 5
The tenderer must complete, sign and stamp the statement sample form.	
Statement on the port of loading	Attachment 6
The tenderer must complete, sign and stamp the statement sample form.	
Statement by the shipowner	Attachment 7
The shipowner must complete, sign and stamp the statement sample form.	
Certificate of coal quality	Attachment 8
The tenderer must sign and stamp the statement sample form. This Attachment is to be enclosed with:	
- a copy of the Certificate of Coal Quality.	

1.10. INVOICE ISSUANCE, PURCHASE CONSIDERATION

Upon the ship's arrival at the port of destination Koper, the tenderer will issue an invoice based on the Certificate of Coal Quality from the port of loading and the quantity of coal (rounded off to the nearest tonne) identified by way of ship draught (Draft Survey Report) at the port of

loading, whereby such an invoice will provide the basis for customs procedures to be conducted by the Contracting Entity.

The purchase consideration for the supply of coal will be recalculated upon the qualitative and quantitative acceptance at the port of destination Koper to the actually identified low calorific value (ar) and to the actually identified quantity pursuant to the formula specified in the framework agreement.

Based on the calculated purchase consideration for the supply of coal, the tenderer will issue to the Contracting Entity a credit note or debit note to the invoice issued.

1.11. TENDER PRICE

A tenderer must offer a price in U.S. dollars (USD or \$) in the tender sample form (Attachment No. 2), per tonne of coal (\$/mt), indicating the low calorific value (NAR) of coal (ar) (GJ/mt) to which the price applies. The required tender delivery is DAP (delivered ex ship at the port of destination Koper, Slovenia) – Incoterms 2020.

The tender price does not include value-added tax (VAT), any other taxes, fees or charges applicable in the Republic of Slovenia.

1.12. PAYMENT METHOD AND PERIOD

The Contracting Entity shall not provide an advance payment and/or bank guarantee to secure the payment of its liabilities.

The payment period is 30 (thirty) calendar days following the date of invoice issuance.

1.13. PERFORMANCE BOND UNDER THE FRAMEWORK AGREEMENT

The successful tenderer will have to submit to the Contracting Entity a bank guarantee or suretyship insurance taken out from an insurance company within twenty (20) days of the conclusion of the framework agreement in order to provide a performance bond under the framework agreement in the amount of €1,000,000 with a validity period of at least another sixty (60) calendar days following the expiry of the validity of the framework agreement. **The performance bond must be issued in Slovenian by a bank/insurance company domiciled in the Republic of Slovenia.** The performance bond under the framework agreement must be irrevocable, unconditional and payable on first demand.

If the successful tenderer fails to fulfil its obligations deriving from the framework agreement, the Contracting Entity may draw the performance bond under the framework agreement and withdraw from the framework agreement. Before drawing the performance bond under the framework agreement, the Contracting Entity will call upon the successful tenderer in writing to fulfil its obligations deriving from the framework agreement and set a period for the fulfilment of its obligations.

A sample performance bond under the framework agreement is attached to this Documentation.

1.14. NEGOTIATIONS

The Contracting Entity will include negotiations in the procedure to award the public contract. The Contracting Entity will conduct one round of negotiations.

The Contracting Entity will send an invitation to negotiations to all tenderers that submit a tender to the email address of the tenderer's contact person as indicated in Attachment 1 (Information about the tenderer).

The subject of negotiations will be the reduction of tendered per unit prices and of the total tender value, as well as the specification of the methodology to determine the price of coal and shipping for the second and third ships.

If the tenderer raises its per unit prices or the total tender value in negotiations compared to those in its initial tender, it will be excluded from the subsequent procedure.

1.15. CRITERION FOR THE SELECTION OF THE MOST ADVANTAGEOUS TENDERS

The criterion for the evaluation of tenders (selection of a tender) is the lowest tender price.

Evaluated tender price (Pm)	up to 100 points
TOTAL	max. 100 points

Evaluated tender price (Pm) – max. No. of points 100:

The number of points for a specific tender is to be determined using the equation:

$$\check{S}Tp = (Pm_x / Pm_i) * 100$$

$\check{S}Tp$ = the number of points awarded to the tender

Pm_x = the lowest evaluated tender price

Pm_i = the evaluated tender price of a compared tender

The calculation of Pm for a particular tender is to be conducted in the following manner:

$$Pm = (P_{CDAP/mt}/mt/q_s) + k_{ms} \quad (\text{USD/GJ})$$

Pm – evaluated tender price (USD/GJ)

$P_{CDAP/mt}$ – tender price per tonne of coal USD/mt at low calorific value – NAR (ar)

GJ/mt – delivery DAP – delivered ex ship at the port of destination Koper

q_s – low calorific value – NAR (ar) (GJ/mt)

k_{ms} – correction of handling costs (USD/GJ)

USD – U.S. dollar (\$)

GJ – gigajoule

mt – quantity in tonnes (a metric tonnes amounts to 1000kg)

Calculation of k_{ms} : **Cp – port cost of \$8.49/mt of coal (€7.72/mt of coal), Ct –**

transport cost of \$13.75/mt of coal (€12.50/mt of coal)

$$k_{ms} = (C_p + C_t) / q_s$$

1.16. CONFIDENTIALITY OF THE PROCEDURE

Information that will be justifiably classified as confidential by the tenderer will be used solely for the purposes of the Invitation to Tender and will not be available to anyone outside the group of people who will be included in the procurement procedure. Such data will not be published in the continuation of the procedure or later. The Contracting Entity will be fully responsible for protecting the confidentiality of such obtained data.

1.17. SAMPLE FRAMEWORK AGREEMENT AND SAMPLE AGREEMENT ON THE BILLING OF DEMURRAGE AND DESPATCH

The tenderer must fully agree to the enclosed sample framework agreement and sample agreement on the billing of demurrage and despatch. In case it is selected, the tenderer undertakes to enter into the framework agreement and Agreement on the billing of demurrage and despatch in the content as deriving from the sample framework agreement and sample Agreement on the billing of demurrage and despatch.

The Contracting Entity will invite the tenderer in writing by email to sign the framework agreement and Agreement on the billing of demurrage and despatch. The tenderer will have to sign them and send them back to the Contracting Entity within seven (7) working days.

The Contracting Entity reserves the right to amend and supplement the attached sample framework agreement. That right does not refer to their essential components.

1.18. SELECTION NOTICE

The Contracting Entity will inform all tenderers that submit a tender for the relevant contract of the selection hereunder. The notice of selection will be sent to the email address of the tenderer's contact person as indicated in Attachment 1 (Information about the tenderer).

1.19. PUBLIC CONTRACT TERMINATION

The Contracting Entity reserves the right to close the public procurement procedure by selecting none of the tenderers and awarding the contract to no one or by terminating or repealing the public contract with no obligation whatsoever on the part of the Contracting Entity.

II. ATTACHMENTS

Information about the tenderer (Attachment 1)

Tender (Attachment 2)

Statement by the tenderer (Attachment 3)

Statement on the participation of natural persons and legal entities in the tenderer's ownership (Attachment 4)

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Sample framework agreement (Attachment 10)

Sample agreement on the billing of demurrage and despatch (Attachment 11)

INFORMATION ABOUT THE TENDERER

Attachment 1**JPE-SAL-415/24 – SUPPLY OF COAL**

Name of tenderer

Address of the tenderer

Responsible person
(signatory of the
framework agreement)

- position

- telephone

- email

Contact person

- position

- telephone

- email

Transaction account

SWIFT, IBAN

Parent bank

VAT ID number

Registration number

(place, date)

stamp

(signature of the responsible
person)

TENDER	Attachment 2
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TENDER No.: _____

JPE-SAL-415/24 – SUPPLY OF COAL

1. PRO-FORMA INVOICE/TENDER PRICE/TENDER VALUE

The tender price must be provided in U.S. dollars (USD or \$), per tonne of coal (\$/mt), indicating the low calorific value (NAR) of coal (ar) (GJ/mt) to which the price applies. The required tender delivery is DAP (delivered ex ship at the port of destination Koper, Slovenia) – Incoterms 2020. **The tender price must be expressed to two (2) decimal places.**

<p>Tender price – $P_{CDAP/mt}$</p> <p>Tender price for a tonne of coal USD/mt at low calorific value – NAR (ar) GJ/mt – delivery DAP – delivered ex ship at the port of destination Koper</p>

$P_{CDAP/mt}$	
Tender price per tonne of coal USD/mt	
Tender shipping price per tonne of coal USD/mt	

<p>Low calorific value of coal – NAR (ar) kcal/kg</p>

Tender value			
Subject	Quantity (t)	Tender price – $P_{CDAP/mt}$ (USD/mt)	Total in USD (excluding VAT)
SUPPLY OF COAL	250,000		

2. PROPOSAL FOR THE SPECIFICATION OF THE PRICE OF COAL AND SHIPPING FOR THE SECOND AND THIRD SHIPS

The proposal for the specification of the price of coal and shipping must be:

- the price of coal based on the NEX index (Newcastle Export index) at the low calorific value (NAR) of 6,000 kcal/kg,
- the price of shipping based on the McCloskey by Opis freight rates publication (Australia, Queensland – Rotterdam).

Proposal for the specification of the price of coal:

.....
Proposal for the specification of the price of shipping:
.....

3. TENDERER'S REPRESENTATIVE

The tenderer's representative in relation to the performance of the framework agreement shall be _____, phone No.: _____, email address: _____, and will be replaced in his/her absence by _____, phone No.: _____, email address: _____.

4. TENDER VALIDITY

The tender shall be valid until 31 December 2025 or until the submission of the performance bond under the framework agreement.

_____ stamp _____
(place, date) (name and signature of the tenderer's responsible person)

Within the scope of the public contract for JPE-SAL-415/24 – SUPPLY OF COAL, we hereby give the following written statement under material and criminal liability:

1. STATEMENT OF BASIC CAPACITY

WE HEREBY DECLARE that we have not been convicted by a final judgement for the following criminal offences laid down in the Criminal Code (Official Gazette of the Republic of Slovenia No. 50/12-UPB2, including amendments; hereinafter "Criminal Code"):

- accepting a bribe in an election or vote (Article 157 of the Criminal Code), fraud (Article 211 of the Criminal Code), unlawful restriction of competition (Article 225 of the Criminal Code), causing bankruptcy through fraud or negligent operations (Article 226 of the Criminal Code), defrauding creditors (Article 227 of the Criminal Code), commercial fraud (Article 228 of the Criminal Code), fraud to the detriment of the European Union's financial interests (Article 229 of the Criminal Code), swindling to obtain and use a loan or benefit (Article 230 of the Criminal Code), swindling in security trading (Article 231 of the Criminal Code), defrauding customers (Article 232 of the Criminal Code), unlawful use of another person's mark or model (Article 233 of the Criminal Code), unlawful use of another person's invention or topography (Article 234 of the Criminal Code), falsification or destruction of business documents (Article 235 of the Criminal Code), disclosure and unlawful acquisition of trade secrets (Article 236 of the Criminal Code), abuse of an information system (Article 237 of the Criminal Code), abuse of inside information (Article 238 of the Criminal Code), abuse of the financial instruments market (Article 239 of the Criminal Code), abuse of position or trust in a business activity (Article 240 of the Criminal Code), unlawful acceptance of gifts (Article 241 of the Criminal Code), unlawful giving of gifts (Article 242 of the Criminal Code), counterfeiting money (Article 243 of the Criminal Code), creation and use of counterfeit duty stamps or securities (Article 244 of the Criminal Code), money laundering (Article 245 of the Criminal Code), abuse of a non-cash means of payment (Article 246 of the Criminal Code), use of counterfeit non-cash means of payment (Article 247 of the Criminal Code), fabrication, acquisition and misappropriation of forgery instruments (Article 248 of the Criminal Code), tax evasion (Article 249 of the Criminal Code), smuggling (Article 250 of the Criminal Code), disclosure of classified information (Article 260 of the Criminal Code), accepting a bribe (Article 261 of the Criminal Code), giving a bribe (Article 262 of the Criminal Code), accepting a benefit for unlawful intermediation (Article 263 of the Criminal Code), giving gifts for unlawful intervention (Article 264 of the Criminal Code) and criminal association (Article 294 of the Criminal Code).

WE HEREBY DECLARE that pursuant to the regulations of the country of our registered office or the regulations of the Contracting Entity's country, we have no overdue unsettled liabilities related to the payment of social security contributions or taxes in the amount of €50.00 or more on the day the tender is submitted.

WE HEREBY DECLARE that no proposal to initiate compulsory dissolution or bankruptcy proceedings or to initiate receivership proceedings has been submitted against us, and that we are not subject to receivership or in receivership proceedings, and that our transactions are not being administered for any other reason by the court, and that we have not abandoned our business activity or are in any similar position.

2. STATEMENT OF CAPACITY TO PURSUE PROFESSIONAL ACTIVITY

WE HEREBY DECLARE that we are registered at the competent authority and pursue registered activities that are the subject of this public contract.

WE HEREBY DECLARE that we possess a special permit or are members of a special organisation, so that we can render the service that is the subject of this public contract, if such a permit is required, in the country of our registered office.

3. STATEMENT OF ECONOMIC AND FINANCIAL CAPACITY

WE HEREBY DECLARE that we possess the economic and financial capacity to render the services that are the subject of this public contract.

WE HEREBY DECLARE that we have settled all due liabilities to our subcontractors that derive from previous transactions.

WE HEREBY DECLARE that our business account at any bank that keeps our transaction account is not frozen on the day the tender is submitted.

4. STATEMENT OF TECHNICAL AND HUMAN RESOURCES CAPACITY

WE HEREBY DECLARE that we possess the relevant human resources who have experiences, professional qualifications and are able to carry out the subject of the public contract, that we possess the professional and technical capacities, equipment and other instruments, that we possess the capacity of management and reliability, and that we meet formal work and technical conditions.

WE HEREBY DECLARE that the tender meets the requirements of the standards and regulations relating to the subject of the public contract and the technical and all other conditions indicated in the Documentation.

5. DECLARATION ON THE ACCEPTANCE OF THE TERMS OF DOCUMENTATION

WE HEREBY DECLARE that we agree with **all** terms of Procurement Documentation (descriptions, provisions, requirements, etc.) **JPE-SAL-415/24 – SUPPLY OF COAL**.

WE HEREBY DECLARE under material and criminal liability that we will not withdraw from the submitted tender during the period preceding the selection of tenderers. In case of withdrawal from the tender at the time of the selection of tenderers, we will reimburse the Contracting Entity for the purchase cost of coal – i.e. the difference between the tender price for coal as deriving from our tender and any increased price that the Contracting Entity will have to pay to some other coal supplier with which it enters into a contract.

WE HEREBY DECLARE that we are aware of the content for the performance of the public contract, that we fully agree with the content, that we have no remark to the Documentation and that we will have no further requirement in relation to that.

WE HEREBY DECLARE that we are not included in the list of economic operators banned from cooperating with contracting entities based on Article 35 of the Integrity and Prevention of Corruption Act (Official Gazette of the Republic of Slovenia, No. 69/11-UPB2 with amendments;

hereinafter "ZIntPK").

WE HEREBY DECLARE that the per unit price includes all material and non-material costs necessary for the execution of the subject of the public contract pursuant to all Contracting Entity's requirements.

WE HEREBY DECLARE that we will, if we are selected as the most advantageous tenderer or during the term of public contract performance, submit to the Contracting Entity within eight (8) day of its request data on:

- our founders, partners, including dormant partners, shareholders, limited partners or other owners and information about the shareholdings of the mentioned persons,
- economic operators that are deemed to be its related parties pursuant to the provisions of the act governing companies.

6. STATEMENT OF AGREEMENT WITH THE SAMPLE FRAMEWORK AGREEMENT AND SAMPLE AGREEMENT ON THE BILLING OF DEMURRAGE AND DESPATCH

WE HEREBY DECLARE that we agree with the defined provisions of the framework agreement and the Agreement on the billing of demurrage and despatch, and that we will sign them with no additional requirement or objection if we are selected to carry out the subject of the public contract.

7. STATEMENT OF AGREEMENT WITH THE CONTENT OF THE SAMPLE FINANCIAL GUARANTEE

WE HEREBY DECLARE that we agree with the content of the sample financial guarantee and will submit the financial guarantee if we are selected to perform the subject of the contract.

All statements are given under criminal and material liability.

The data provided is true and we are prepared, if the Contracting Entity requests, to prove that by presenting the relevant certificates.

(place, date)

stamp

(signature of the tenderer's responsible person)

STATEMENT ON THE PARTICIPATION OF NATURAL PERSONS AND LEGAL ENTITIES IN THE TENDERER'S OWNERSHIP	Attachment 4
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Information about the legal entity (tenderer):

Full company name: _____
 Registered office of the company: _____
 The municipality of the company's registered office: _____
 Number of entry into the court register (entry no.): _____
 Company registration number: _____
 VAT ID No.: _____

In relation to public contract No. JPE-SAL-415/24 – SUPPLY OF COAL and based on paragraph 6 of Article 14 of the Integrity and Prevention of Corruption Act, we hereby submit information about the participation of natural persons and legal entities in the tenderer's ownership, including the participation of silent partners, and about economic operators that are deemed to be the tenderer's related parties according to the provisions of the act governing companies.

WE HEREBY DECLARE that the ownership of the above mentioned tenderer includes the following legal entities:

No.	Name	Registered office	Ownership share in %
1.			
2.			
3.			
....			

WE HEREBY DECLARE that the ownership of the above mentioned tenderer includes the following natural persons:

No.	Name and surname	Address of permanent residence	Ownership share in %
1.			
2.			
3.			
...			

WE DECLARE that, pursuant to the provisions of the act governing companies, the related parties of the above mentioned tenderer are the following economic operators:

No.	Name	Registered office	Registration number
1.			
2.			

3.			
....			

By signing this statement, we guarantee that the entire ownership structure contains no other natural person, legal entity and economic operator that is deemed to be a related party pursuant to the provisions of the act governing companies.

By signing this statement, we guarantee that the data is true and accurate, and we are aware that the framework agreement shall be null and void if the statement or the data given is false or untrue. We undertake to notify the Contracting Entity of any change to the data submitted.

All statements are given under criminal and material liability.

(place, date)	stamp	(name and signature of the tenderer's legal representative)
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Instructions: *The sample form is to be copied if required.*

Note: *The statement may also be attached on the tenderer's own sample form.*

Pursuant to the reply given by the Commission for the Prevention of Corruption to question No. 214 dated 23 February 2012 in the matter under No. 0672-1/2012-39 (published on the website <https://www.kpk-rs.si/sl/pogosta-vprasanja>), a tenderer may, if the tenderer or any of the companies in its ownership structure is a public limited company, indicate only those tenderer's shareholders that indirectly or directly hold more than 5% of the shares or more than a 5% stake in founder's rights, management or equity of the public limited company.

* *The amended Companies Act (Official Gazette of the Republic of Slovenia, No. 57/2012 of 27 July 2012; ZGD-1G) has abolished silent partnerships, which under the Act ceased on the day the Act entered into force, i.e. 28 July 2012. Hence, the part of the provision of paragraph 6 of Article 14 of the Integrity and Prevention of Corruption Act laying down the indication of silent partners as a mandatory component of the statement of ownership structure for companies domiciled in the Republic of Slovenia is no longer applicable. The provision, however, still applies unchanged to foreign companies if the institute of a silent partnership exists under foreign law.*

Within the scope of the public contract for JPE-SAL-415/24 – SUPPLY OF COAL, we hereby give the following written statement under material and criminal liability:

STATEMENT ON THE MINE

The tenderer _____
based on public contract JPE-SAL-415/24 – SUPPLY OF COAL, hereby offer the Contracting Entity the following coal:

- name of the mine:
- micro-location of the mine:
- coal production in the past calendar year: mt

(place, date)

stamp

(name and signature of the tenderer's legal representative)

(place, date)

stamp

(name and signature of the mine's legal representative)

Within the scope of the public contract for JPE-SAL-415/24 – SUPPLY OF COAL, we hereby give the following written statement under material and criminal liability:

STATEMENT ON THE PORT OF LOADING

The tenderer _____
based on public contract JPE-SAL-415/24 – SUPPLY OF COAL, hereby offer to the Contracting Entity coal that will be loaded at the port of loading:

- name of the port of loading:
- micro-location of the port of loading:
- capacity of the port of loading: mt/year
- loaded quantity of coal in the past calendar year: mt

_____	stamp	_____
(place, date)		(name and signature of the tenderer's legal representative)

_____	stamp	_____
(place, date)		(name and signature of the port of loading's legal representative)

Within the scope of the public contract for JPE-SAL-415/24 – SUPPLY OF COAL, we hereby give the following written statement under material and criminal liability:

STATEMENT BY THE SHIPOWNER

The shipowner (*name and address*) _____
will provide, based on public contract JPE-SAL-415/24 – SUPPLY OF COAL, to the tenderer
_____ a single-deck ship of deadweight tonnage
of up to 80,000mt, a ship not older than twenty-five (25) years with ship draught of up to 17.20
metres that is able to enter the European Energy Terminal – Port of Koper – fully loaded, whereby
the date of the first ship's arrival at the port of destination Koper, Slovenia, is expected to be
January 2025.

(place, date)

stamp

(name and signature of the shipowner's legal
representative)

Within the scope of the public contract for JPE-SAL-415/24 – SUPPLY OF COAL, we hereby submit a Certificate of Coal Quality that must contain:

Parameter	Recalculation balance
Total moisture (%)	AR
Analytical moisture (%)	AD
Ash (%)	AR
Volatile matter (%)	AR
C-fix (%)	AR
Low calorific value	AR
High calorific value	AR and DB
HGI	
Particle size distribution (0–50mm) – grain size	
Carbon (%)	AR
Hydrogen (%)	AR
Nitrogen (%)	AR
Total sulphur (%)	AR
Oxygen (%)	AR
Ash melting point	
Halogen content (mg/kg) <ul style="list-style-type: none"> • Chlorine • Fluorine 	AR
Content of trace elements (mg/kg) <ul style="list-style-type: none"> • arsenic – As • barium – Ba • cadmium – Cd • cobalt – Co • chromium – Cr • copper – Cu • mercury – Hg • manganese – Mn • molybdenum – Mo • nickel – Ni • lead – Pb • antimony – Sb • selenium – Se • zinc – Zn 	AR

Oxide composition of ash (%)

- SiO_2
- Fe_2O_3
- Al_2O_3
- CaO
- MgO
- SO_3
- P_2O_5
- TiO_2
- Na_2O
- K_2O

The sampling, sample preparation and analyses of parameters must be conducted using the appropriate ASTM or ISO standard method. Standard methods should be indicated in the certificate of coal quality.

AR – as received

AD – as determined

DB – dry basis

(place, date)

stamp

(name and signature of the tenderer's legal representative)

PERFORMANCE BOND UNDER THE FRAMEWORK AGREEMENT**Attachment 9**

Header with information about the guarantor (insurance company/bank) or SWIFT code

To: (please enter the beneficiary, i.e. the entity contracting the public contract)

Date: (please enter the date of issue)

TYPE OF GUARANTEE: (please enter the type of insurance: suretyship insurance/bank guarantee)

NUMBER: (please enter the number of the guarantee)

GUARANTOR: (please enter the name and address of the insurance company/bank in the place of issue)

CLIENT: (please enter the name and address of the entity contracting the guarantee, i.e. the successful tenderer in the procurement procedure)

BENEFICIARY: (please enter the entity contracting the public contract)

UNDERLYING TRANSACTION: obligation of the entity contracting the guarantee referred to in contract No. of (please enter the number and date of the contract) for (please enter the subject of the public contract)

AMOUNT AND CURRENCY: (please enter the maximum amount in numbers, words and currency)

DOCUMENTS TO BE ENCLOSED TO A PAYMENT REQUEST AND EXPRESSLY REQUESTED IN THE WORDING BELOW IN ADDITION TO THE STATEMENT: none

LANGUAGE IN THE REQUESTED DOCUMENTS: Slovenian

FORM OF SUBMISSION: in paper form by registered mail or any other form of express delivery or in electronic form using the SWIFT system at the address (please indicate the SWIFT address of the guarantor)

PLACE OF SUBMISSION: (the guarantor enters the address of the subsidiary at which paper documents are submitted or an email address for submission in electronic form, e.g. the guarantor's SWIFT address)

Notwithstanding the above, the submission of paper documents may be executed at any subsidiary of the guarantor on the territory of the Republic of Slovenia.

DATE OF VALIDITY:

PARTY LIABLE FOR THE COSTS: (please enter the name of the entity contracting the guarantee, i.e. the successful tenderer in the public procurement procedure)

As the guarantor, we hereby irrevocably undertake with this guarantee to pay the beneficiary any amount up to the maximum amount of the guarantee when the beneficiary submits a relevant request for payment in the above mentioned form of submission that is signed by an authorised signatory(s), along with other documents, if indicated above, and in each case together with a statement by the beneficiary, which is either included in the wording of the payment request or provided in a separate signed document that is enclosed to the payment request and refers to it and which indicates in what sense the entity contracting the guarantee failed to fulfil its obligations deriving from the underlying transaction.

Any payment request under that guarantee must be received on the validity date of the guarantee or before at the above mentioned place of submission.

Any disputes relating to this guarantee shall be resolved by the competent court of Ljubljana under the Slovenian law.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG), revision from 2010, as issued by MTZ under No. 758.

guarantor
(stamp and signature)

Number on the part of the Contracting Entity: JPE-SAL-415/24**Number on the part of the Supplier: _____****FRAMEWORK AGREEMENT
FOR THE
SUPPLY OF COAL****CONTRACTING ENTITY: JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o.,**
Verovškova ulica 62, 1000 Ljubljana, represented by Samo Lozej, Director
(hereinafter "Contracting Entity")VAT ID No.: SI23034033
registration number: 5226406000

and

SUPPLIER: _____,
represented by: _____
(hereinafter "Supplier")VAT ID No.: _____
registration number: _____(the Contracting Entity and the Supplier are hereinafter together or individually referred to as
"Party(-ies) to the Framework Agreement")**I. INTRODUCTION**

Article 1

The Parties to the Framework Agreement initially find that they hereby enter into this Framework Agreement on the basis of the Invitation to Tender – Documentation No. JPE-SAL-415/24 "SUPPLY OF COAL", pursuant to point 12 of Article 27 of the Public Procurement Act (Official Gazette of the Republic of Slovenia, No. 91/15, including amendments; hereinafter "Public Procurement Act") – exceptions that are not subject to the Public Procurement Act – chapter 1.8 of the Public Procurement Act, and minutes on negotiations held on, i.e. for the supply of coal (until 30 December 2027) or until the value stated in Article 16 of this Framework Agreement is exhausted, whichever is earlier.

With this Framework Agreement, the Contracting Entity and Supplier shall agree on the terms and conditions for the implementation of the subject of this Framework Agreement.

Article 2

The Parties to the Framework Agreement further find that the Supplier guarantees to the Contracting Entity that it pursues all activities necessary for the completion of the obligations assumed hereunder and that it meets all conditions laid down by the applicable regulations in order to carry out its activities and complete the obligations assumed hereunder.

II. SUBJECT OF THE FRAMEWORK AGREEMENT

Article 3

By concluding this Framework Agreement, the Supplier undertakes to sell and hand over to the Contracting Entity under the terms indicated hereinafter, and the Contracting Entity undertakes to buy and accept from the Supplier under the terms indicated hereinafter, homogeneous ecological coal (hereinafter "Coal") in the quantity and at the price defined hereinafter, all in order to provide the Coal (primary energy product) that is required for the Contracting Entity's generation purposes.

Definitions of terms

Article 4

Unless the context lays down otherwise, the expressions in this Framework Agreement shall have the following meanings:

"NAR"	- "Net As Received" or, rather, low calorific value as received
"AR"	- "As Received"
"HGI"	- "Hardgrove Grindability Index"
"mt"	- metric tonne (1,000kg), quantity
"GJ/mt"	- "gigajoule/mt" – unit of the calorific value of coal
"kcal/kg"	- "kilocalorie/kg" – unit of the calorific value of coal
"SHINC"	- "Sundays, holidays included"
"C/P contract"	- "Charter Party Contract" or a contract on transportation
"USD"	- U.S. dollar or the currency (dollars and cents) of the United States of America
"DAP"	- "Delivered At Place"
"INCOTERMS 2020"	- international trading provisions as issued by ICC – International Chamber of Commerce in Paris
"demurrage"	- penalty for a delay in loading/unloading
"despatch"	- incentive for speedy loading/unloading
"min."	- minimally
"max."	- maximally
"app."	- approximately
"VAT"	- value-added tax in the Republic of Slovenia
"Contracting Entity's Operator"	- Luka Koper d.d. (Port of Koper)
"port of destination"	- European Energy Terminal – Port of Koper, Slovenia

Technological characteristics of the Coal

Article 5

The Coal, the supply of which is the subject of this Framework Agreement, shall have the following technological characteristics or parameters (hereinafter "Contractual Technological Characteristics") compared to the technological characteristics required by the Contracting Entity (hereinafter "Requested Technological Characteristics"):

		Contractual Technological Characteristics	Requested Tehnological Characteristics
low calorific value – NAR	(ar)	..... GJ/mt	from 16 to 20GJ/mt
low calorific value – NAR	(ar)	..... kcal/kg	
total moisture	(ar)	..... %	max. 35.0%
ash	(ar)	..... %	max. 6.0%
volatile matter	(ar)	..... %	min. 30.0%
sulphur	(ar)	..... %	max. 0.1% and the ratio between sulphur content and low calorific value must be lower than 0.0045 (S[%] / NAR[GJ/mt] < HGI 0.0045)
HGI		.....	min. 45
grain size		..... mm	up to 50mm

Any deviation from the Contractual Technological Characteristics of the Coal shall be deemed to be an essential material defect that gives the Contracting Entity the right to withdraw from the Framework Agreement.

Quantity

Article 6

The indicative quantity of the Coal under this Framework Agreement shall amount to **250,000mt**, which the Supplier shall provide to the Contracting Entity depending on the Contracting Entity's needs.

The quantity of the Coal per delivery or rather ship shall amount to 75,000 ± 10% mt.

The quantity of the Coal indicated in paragraph 1 of this Article shall be indicative and shall depend on the Contracting Entity's needs and shall not be binding upon the Contracting Entity.

Delivery and method of delivery

Article 7

The Supplier will deliver the Coal with the first ship to the Contracting Entity in January 2025.

The Contracting Entity will announce each next ship (the second and the third) in writing at least four (4) months before the foreseen date of delivery, indicating the date of Coal delivery.

Article 8

The Supplier undertakes to charter only a ship that is not older than twenty-five (25) years and is able to enter the bulk terminal of the Contracting Entity's Operator fully loaded. The Coal must be supplied on a single-deck bulk carrier (of deadweight tonnage of up to 80,000mt) – a ship of PANAMAX size that meets conditions for entry to the port of destination Koper, bulk terminal (European Energy Terminal). The maximum ship draught shall be 17.20 metres.

Terms of delivery

Article 9

The Supplier will send to the Contracting Entity notifications of the ship's arrival in the following order:

1. upon the designation of the ship with its foreseen arrival at the port of destination; the Contracting Entity or the Contracting Entity's Operator will then either confirm the accommodation of the ship with no obligation whatsoever or reject the accommodation of the ship and propose the first next possible date for the accommodation of the ship within 4 (four) working days following the Supplier's notification;
2. on the date of the ship's departure from the port of loading (hereinafter "port of loading"), the Supplier will inform the Contracting Entity at the same time about the terms of the C/P Contract (the amount of despatch and demurrage, whereby despatch shall amount to 50% of demurrage); if the Supplier fails to do that, the latter shall mean that the ship is under no obligation: NO despatch/NO demurrage. The Contracting Entity or the Contracting Entity's Operator will confirm the accommodation and the free berth of the ship with five (5) laytime working days in writing. If the ship fails to arrive within the laytime indicated, the Contracting Entity shall assume no obligation whatsoever towards the ship;
3. five (5) days and three (3) days and two (2) days and one (1) day before the ship's arrival at the port of destination.

Article 10

The Contracting Entity or the Contracting Entity's Operator will, in relation to the ship:

- conduct the control of ship documentation (B/L, Certificate of Coal Quality from the port of loading, Cargo Manifest, Certificate of Coal Quantity – Draft Survey Report from the port of loading), which the Supplier is required to hand over;
- accommodate the notified ship and ensure its berth under the terms laid down in Article 9 hereunder;
- accept the Coal onboard the ship and conduct a quantitative acceptance including the control of the transported/unloaded Coal;
- conduct a quality control of the unloaded Coal by identifying the quality of the Coal.

Article 11

The unloading of the Coal from the ship will be conducted under the following terms:

- the Contracting Entity or the Contracting Entity's Operator will accept a Notice of Readiness at the water area or anchorage of the port of destination. If the Notice of Readiness is handed over before such sites, the Contracting Entity or the Contracting Entity's Operator shall have no obligation whatsoever. Furthermore, the Contracting Entity or the Contracting Entity's Operator shall have no obligation whatsoever if the Notice of Readiness is issued and handed over although the ship is not ready;
- time shall start running six (6) hours following the acceptance of the Notice of Readiness or following the commencement of unloading of the Coal if the unloading starts before the

- expiry of six (6) hours following the handover of the Notice of Readiness, i.e.:
- for PANAMAX ships - 15,000mt/day SHINC;
 - the Contracting Entity's Operator will ensure the above minimal unloading norms, WWD SHINC with the exception of 1 January, Easter Sunday, 1 May, 25 June, 1 November and 25 December.

The Coal must be fit for transshipment free of foreign matter (rocks, wood, iron, etc.). If the content of such foreign matter is established, the Contracting Entity's Operator may reject the unloading of the ship and request compensation for the damage caused.

All terms referred to in paragraph 1 of this Article shall apply if the Coal is in normal condition for the relevant type of coal, i.e. in granules of up to fifty (50) millimetres, and cannot contain more than twenty-five percent (25%) of particles smaller than two (2) millimetres and, within that grain size, there can be no more than up to ten percent (10%) of particles sized under zero point five (0.5) millimetres.

If the parameters indicated in the previous paragraph of this Article deviate from the parameters laid down by the relevant regulations and that results in excessive dusting, the Contracting Entity's Operator may take appropriate technical measures to prevent the occurrence of harmful effects on the environment. Deviations must be evident from the certificate issued by the inspection authority. The Contracting Entity must immediately inform the Supplier of the intended technical measures of the Contracting Entity's Operator. The Supplier undertakes to reimburse/pay all costs that arise as a result of the execution of the above-mentioned technical measures to the Contracting Entity. In the event of harmful effects on the environment, all obligations in respect of the ship shall cease.

Article 12

If the period for unloading is exceeded for reasons on the part of the Contracting Entity or the Contracting Entity's Operator (Luka Koper d.d.), the Supplier shall have the right to charge demurrage in the amount laid down in the C/P Contract.

If unloading is completed before the expiry of the period agreed upon, the Supplier will acknowledge and pay the Contracting Entity's Operator despatch in the amount laid down in the C/P Contract.

Article 13

Upon the conclusion of the Framework Agreement, the Parties to the Framework Agreement and the Contracting Entity's Operator will enter into a trilateral agreement in respect of their rights and obligations deriving from demurrage and despatch (Agreement on the billing of demurrage and despatch), so that the billing and payment of the latter is conducted directly between the Supplier and the Contracting Entity's Operator, i.e. based on the trilateral agreement that forms Annex No. 1 and a component part of this Framework Agreement.

Risk transfer

Article 14

The Parties to the Framework Agreement agree that all risks related to the Coal shall transfer to the Contracting Entity pursuant to the agreed DAP clause – delivered ex ship at the port of destination Koper (INCOTERMS 2020).

Liquidated damages

Article 15

If the Supplier exceeds the delivery period indicated in the written notification of the ship (paragraph 2 of Article 7 hereunder) by more than ten (10) days and such a delay is not the result of force majeure, the Supplier shall be obliged to pay the Contracting Entity liquidated damages for the delay in the amount of zero point five percent (0.5%) of the value of each ship for each day of the delay, counting from the day on which the above-mentioned ten-day (10-day) period is exceeded. The date of the ship's arrival shall be deemed to be the date entered in the Notice of Readiness that is issued by the ship master.

If liquidated damages reach ten percent (10%) of the estimated value of the Framework Agreement, the Contracting Entity may withdraw from the Framework Agreement with no obligation whatsoever to the Supplier, and draw the Performance Bond under the Framework Agreement.

The Contracting Entity will as a rule charge liquidated damages upon the payment of the purchase consideration for the Coal. The Parties to the Framework Agreement expressly agree that the Contracting Entity is not obliged to inform the Supplier that it reserves the right of liquidated damages if it accepts the completion of the Supplier's obligation after the Supplier is found to be in delay.

The Contracting Entity and the Supplier agree that the right to charge liquidated damages shall not be conditioned upon the occurrence of damage to the Contracting Entity. Indemnification for the damage incurred in such manner will be enforced by the Contracting Entity in accordance with the general principles of tort liability, independently of the enforcement of liquidated damages.

III. ESTIMATED VALUE OF THE FRAMEWORK AGREEMENT, THE PRICE OF THE COAL AND PURCHASE CONSIDERATION

Estimated value of the Framework Agreement

Article 16

The estimated value of this Framework Agreement for the term of its validity shall as at the date on which this Framework Agreement is concluded amount in net terms to:

USD _____

in words: USD _____ (___/100)

The price of the Coal on the first ship including shipping

Article 17

The price of the Coal on the first ship set at the low calorific value (ar) of ... GJ/mt (hereinafter "Low Calorific Value (ar)), under DAP – delivered ex ship at the port of destination Koper, Slovenia (INCOTERMS 2020), shall amount to:

USD...../mt

The price of the Coal on the first ship shall be fixed and shall not change irrespective of any changed circumstances.

The price of the Coal on the first ship shall include all costs incurred by the Supplier hereunder, but no VAT, any other tax, duties or fees applicable on the territory of the Republic of Slovenia.

The price of the Coal and shipping for the second and third ships

Article 18

The price of the Coal and shipping for the second and third ships together shall comprise the price of the Coal set at the low calorific value (ar) of GJ/mt – delivery DAP – delivered ex ship at the port of destination Koper, Slovenia (INCOTERMS 2020).

Article 19

The price of the Coal on the second and third ships will be set on the basis of the Newcastle Export index (NEX) using the following methodology:

.....

Article 20

The price of shipping for the second and third ships will be set on the basis of the McCloskey by Opis freight rates (Australia, Queensland – Rotterdam) using the following methodology:

.....

Purchase consideration and formula (methodology) for the calculation of the purchase consideration for the first ship

Article 21

The purchase consideration for the first delivery of the Coal will be recalculated upon the qualitative and quantitative acceptance to the actually identified low calorific value (ar) and with respect to the actually identified quantity, and will be calculated using the following formula:

$$K = \left(PC \times \frac{DUSKV}{qs} \right) \times mt$$

K: purchase consideration

PC: price of the Coal as specified in Article 17 of the Framework Agreement (USD/mt)

DUSKV: actually identified low calorific value (ar) pursuant to Article 25 of the Framework Agreement; if DUSKV exceeds low calorific value, the difference identified is to be multiplied by a factor of 0.6

qs: low calorific value – NAR (ar) (GJ/mt)

mt: actually identified quantity pursuant to Article 27 of the Framework Agreement

If DUSKV is lower than the low calorific value (ar), K shall be decreased by the amount of KKMS, which shall be determined using the following formula:

$$KKMS = (qs: DUSKV) - 1) \times MS/mt \times mt$$

KKMS: correction of the purchase consideration by handling costs
qs: low calorific value – NAR (ar) (GJ/mt)
MS/mt: handling costs of USD22.24/mt

If DUSKV equals or exceeds qs, KKMS shall not be charged.

Purchase consideration and formula (methodology) for the calculation of the purchase consideration for the second and third ships

Article 22

The purchase consideration for the second and third deliveries of the Coal will be recalculated upon the qualitative and quantitative acceptance to the actually identified low calorific value (ar) and with respect to the actually identified quantity, and will be calculated using the following formula:

$$K = (\text{PCp} \times \frac{\text{DUSKV}}{\text{qs}} + \text{PClpp}) \times \text{mt}$$

K: purchase consideration
PCp: price of the Coal as specified in Article 19 of the Framework Agreement (USD/mt)
DUSKV: actually identified low calorific value (ar) pursuant to Article 25 of the Framework Agreement; if DUSKV exceeds the low calorific value, the difference identified is to be multiplied by a factor of 0.6
qs: low calorific value – NAR (ar) (GJ/mt)
PClpp: price of shipping as specified in Article 20 of the Framework Agreement (USD/mt)
mt: actually identified quantity pursuant to Article 27 of the Framework Agreement

If DUSKV is lower than the low calorific value (ar), K shall be decreased by the amount of KKMS, which shall be determined using the following formula:

$$\text{KKMS} = (\text{qs} : \text{DUSKV}) - 1) \times \text{MS/mt} \times \text{mt}$$

KKMS: correction of the purchase consideration by handling costs
qs: low calorific value – NAR (ar) (GJ/mt)
MS/mt: handling costs of USD22.24/mt

If DUSKV equals or exceeds qs, KKMS shall not be charged.

IV. ACCEPTANCE

Qualitative acceptance and rejection

Article 23

The Supplier shall be obliged to engage an accredited inspection authority at the port of loading to perform a quality inspection of the Coal that is the subject of supply according to the parameters or, rather, technological characteristics of the Coal as specified in Article 5 hereunder.

The Supplier undertakes to deliver to the Contracting Entity a Certificate of Coal Quality from the

port of loading no later than before the ship enters the port of destination, whereby such certificate shall serve as the basis for the identification of Coal compliance with the Contractual Technological Characteristics of the Coal referred to in Article 5 hereunder.

If the Contracting Entity establishes based on the results deriving from the Certificate of Coal Quality from the port of loading that any parameter of the technological characteristics of the Coal deviates from the Contractual Technological Characteristics referred to in Article 5 hereunder, the Contracting Entity shall have the right to reject such a shipment of the Coal by way of an immediate written notice to the Supplier; the Contracting Entity shall not be obliged to accept such a shipment of the Coal.

Article 24

The Contracting Entity will engage an inspection authority at the port of destination to perform a quality inspection of the Coal that is the subject of supply according to the parameters or, rather, technological characteristics of the Coal as specified in Article 5 hereunder. Three (3) samples will be prepared, namely one (1) sample of the Coal will be intended to identify the technological characteristics of the Coal in an accredited laboratory at the port of destination: (Incolab Services B.V. in the Netherlands), one (1) sample of the Coal will be delivered to an accredited laboratory of the Contracting Entity, and one (1) sample (arbitration sample) will be stored by the aforementioned accredited inspection authority for six (6) months or, rather, will be, following a prior notice by the Contracting Entity, sent to an accredited independent arbitration laboratory that will be agreed upon between the Contracting Entity and the Supplier for any case of a dispute regarding the quality of the Coal.

The Contracting Entity will, within fifteen (15) working days of the completed unloading of the ship, send the Supplier the Certificate of Coal Quality issued by the accredited inspection authority referred to in paragraph 1 of this Article and the Certificate of Coal Quality issued by the accredited laboratory of the Contracting Entity.

Analysis of low calorific value (ar)

Article 25

The basis for the calculation of a deviation and comparison of the low calorific value (ar) parameter shall be the low calorific value (ar) specified at the accredited laboratory of the Contracting Entity.

If the analysis of low calorific value (ar) conducted at the port of destination deviates by less than or equal to $\pm 1.0\%$ from the analysis conducted at the accredited laboratory of the Contracting Entity, the Contracting Entity and the Supplier shall be bound by the low calorific value (ar) identified at the port of destination – the actually identified low calorific value (ar) – (DUSKV) – and shall consider the latter to be final.

If the analysis of low calorific value (ar) conducted at the port of destination deviates by more than $\pm 1.0\%$ and by less than or equal to $\pm 3.0\%$ from the analysis conducted at the accredited laboratory of the Contracting Entity, the Contracting Entity and the Supplier shall be bound by the arithmetic mean of the analyses of low calorific values (ar) of both samples – the actually identified low calorific value (ar) – (DUSKV) – and shall consider the latter to be final.

If the analysis of low calorific value (ar) conducted at the port of destination deviates by more than $\pm 3.0\%$ from the analysis conducted at the accredited laboratory of the Contracting Entity, the arbitration sample will be used and the relevant analysis of low calorific value (ar) of such

sample will be carried out by the accredited independent arbitration laboratory, whereby the results of such an analysis shall be final and binding upon the Parties to the Framework Agreement. Costs related to the delivery of the arbitration sample and the cost of the analysis of such a sample shall be debited to the Contracting Entity and the Supplier, each up to one half (1/2). The analysis of the arbitration sample shall be conducted at the accredited independent arbitration laboratory Inspectorate Ghent NV, Keurestraat 29, 9042 Gent, Belgium.

Identification of quantity and quantitative acceptance

Article 26

The control of the quantity of the Coal (rounded off to the nearest tonne) that is the subject of the supply of Coal shall be identified by way of ship draught (Draft Survey Report) and shall be conducted by the inspection authority.

The Supplier shall be obliged to engage at its own cost an accredited inspection authority at the port of loading to perform a quantitative inspection of the Coal that is the subject of the supply. The Supplier undertakes to deliver to the Contracting Entity a Certificate of Coal Quantity from the port of loading no later than before the ship's entry to the port of destination, which the Contracting Entity will use solely for comparison with the quantity of the Coal as established at the port of destination.

The Contracting Entity shall be obliged to engage at its own cost an accredited inspection authority at the port of destination to perform a quantitative inspection of the Coal that is the subject of the supply.

The Contracting Entity will send the supplier a Certificate of Coal Quantity issued by the inspection authority within ten (10) working days of the completed unloading of the ship.

Article 27

The basis for the calculation of any deviation and for the quantity comparison shall be the quantity established at the port of destination.

If the quantity established at the port of loading deviates by less than or equal to $\pm 1.0\%$ from the quantity established at the port of destination, the quantity established at the port of destination shall be final and binding upon the Contracting Entity and the Supplier.

If the quantity established at the port of loading deviates by more than $\pm 1.0\%$, but less than or equal to $\pm 2.0\%$, from the quantity established at the port of destination, the arithmetic mean of both quantities shall be final and binding upon the Contracting Entity and the Supplier.

If there is a deviation by more than $\pm 2.0\%$ between the quantity established at the port of loading and the quantity established at the port of destination, the lowest established quantity shall be used for the billing, which shall be final and binding upon the Contracting Entity and the Supplier.

V. PAYMENT

Article 28

The Contracting Entity will pay the purchase consideration under the terms and in the manner

specified hereunder, i.e. within thirty (30) days of the date of invoice issuance.

The Contracting Entity will settle the invoice within thirty (30) days of the date of invoice issuance, provided that the Supplier has made and sent to the Contracting Entity a calculation of the purchase consideration according to the methodology or, rather, in the manner specified hereunder, whereby the Contracting Entity must approve such a calculation of the purchase consideration in writing in advance within four (4) working days of the receipt of purchase consideration calculation. If the Contracting Entity fails to confirm the received calculation of the purchase consideration within thirty (30) days of invoice issuance, the Contracting Entity will settle the invoice within three (3) working days of the confirmation of purchase consideration calculation, and it shall be deemed that the Contracting Entity is not in arrears as a result. If the invoice amount and the amount of purchase consideration differ, the Supplier must issue to the Contracting Entity a credit note or a debit note to the issued invoice.

If the Contracting Entity is in arrears with the payment, the Supplier shall have the right to charge the Contracting Entity default interest in the amount of one point five percent (1.5%) per annum, taking into account the simple interest calculation.

VI. PERFORMANCE BOND UNDER THE FRAMEWORK AGREEMENT

Article 29

The Supplier undertakes to submit to the Contracting Entity within 15 (fifteen) days of the conclusion of this Framework Agreement a bank guarantee or suretyship insurance taken out from an insurance company as a performance bond (pursuant to the sample provided in the documentation; hereinafter "Performance Bond under the Framework Agreement") in the amount of €1,000,000 with a validity period of at least another sixty (60) days following the expiry of the Framework Agreement, otherwise it shall be deemed that this Framework Agreement was never concluded. **The Performance Bond Under the Framework Agreement must be issued in Slovenian by a bank/insurance company domiciled in the Republic of Slovenia.** The Performance Bond under the Framework Agreement must be irrevocable, unconditional and payable on first demand.

The Supplier shall be obliged to submit a new (accordingly extended) Performance Bond under the Framework Agreement if the validity of the Framework Agreement changes.

The Performance Bond under the Framework Agreement shall refer to the Supplier's fulfilment of obligations under the Framework Agreement. If the Contracting Entity draws the Performance Bond under the Framework Agreement, the Supplier shall be required to deliver to the Contracting Entity a new Performance Bond under the Framework Agreement immediately.

Before drawing the Performance Bond under the Framework Agreement, the Contracting Entity will call upon the Supplier in writing to fulfil its obligations deriving from the Framework Agreement and set a period for the fulfilment of obligations.

VII. FORCE MAJEURE

Article 30

Neither Party to the Framework Agreement will be held responsible for failure to fulfil its obligations due to force majeure if such a failure to fulfil obligations deriving from the Framework

Agreement is the result of external reasons beyond its control which the Parties to the Framework Agreement could not have foreseen upon the entry into force of this Framework Agreement and could not avert the consequences upon occurrence, whereby the events have such nature and/or intensity that prevent or make it disproportionately difficult for the affected Party to the Framework Agreement to fulfil the obligations it assumed.

Force majeure events or actions shall in particular be deemed to be natural disasters (flooding, earthquake, fire), measures taken by national authorities, war, damage to the buyer's structures and devices, road closure for trucks due to snow on the carriageway during wintertime (exclusion from traffic).

If any of the Parties to the Framework Agreement is unable to fulfil its obligations deriving from the Framework Agreement for the reasons indicated in this Article, it must immediately, but no later than within three (3) working days of the occurrence of such reasons, notify the other Party to the Framework Agreement in writing and, if possible, present evidence of the occurrence of force majeure and do everything necessary to restart or continue fulfilling its obligations deriving from this Framework Agreement as soon as possible, while the other Party to the Framework Agreement shall be obliged to grant a reasonable extension of the period for the fulfilment of its obligations hereunder. Furthermore, the Party to the Framework Agreement is obliged to inform the other Party immediately of the cessation of such circumstances deemed to be force majeure.

If such circumstance last more than thirty (30) days, the Parties to the Framework Agreement will agree on further cooperation or, rather, on possible termination of the Framework Agreement.

VIII. REPRESENTATIVES OF THE PARTIES TO THE FRAMEWORK AGREEMENT

Article 31

The representative and custodian of the Framework Agreement on the part of the Contracting Entity who will arrange all issues arisen in relation to the performance of this Framework Agreement shall be Mr Jasmin Rebselj, phone No.: +386 1 58 75 247, email address: jasmin.rebselj@energetika.si, and will be replaced in his absence by Mr Lovro Novinšek, phone No.: +386 1 58 75 259, email address: lovro.novinsek@energetika.si.

The representative on the part of the Supplier who will arrange all issues arisen in relation to the performance of this Framework Agreement shall be _____, phone No.: _____, email address: _____, and will be replaced in his/her absence by Mr/Mrs _____, phone No.: _____, email address: _____

The Contracting Entity's representative shall represent the Contracting Entity in all matters referring to the fulfilment of obligations hereunder. The Contracting Entity's representative shall cooperate with the Supplier's representative throughout the term of the Framework Agreement and shall provide them with all necessary information that they are obliged to provide based on the obligations hereunder.

The Supplier's representative shall represent the Supplier in all matters referring to the fulfilment of obligations hereunder. The Supplier's representative shall be obliged to cooperate directly with the Contracting Entity's representative throughout the term of the Framework Agreement.

The Parties to the Framework Agreement shall notify each other any changes to the representatives or contact persons of the Contracting Entity or the Supplier in writing within seven

(7) calendar days of the change.

Notwithstanding paragraph 1 of Article 42 of this Framework Agreement, a change of the representatives of the Parties to the Framework Agreement shall apply if the Parties to the Framework Agreement notify one another of the change of their representatives by email at the email addresses indicated in this Article of the Framework Agreement.

IX. CANCELLATION AND WITHDRAWAL FROM THE FRAMEWORK AGREEMENT

Article 32

The Contracting Entity shall have the right to cancel the Framework Agreement with a notice period of 1 (one) month if circumstances after the conclusion of the Framework Agreement change, so that the concluded Framework Agreement no longer reflects the true will of the Contracting Entity and provided that all due liabilities to the Supplier have been settled. The notice period shall start running on the day the written notice of cancellation is received, which must be sent to the Supplier by registered mail.

During the notice period under the Framework Agreement, the Parties to the Framework Agreement undertake to carry out their obligations until the expiry of the notice period, whereby the Contracting Entity and the Supplier may agree in writing on a different notice period.

Article 33

The Contracting Entity may withdraw from the Framework Agreement with a notice sent to the Supplier by registered post with no obligation whatsoever to the Supplier if the Supplier:

- changes prices during the term of the Framework Agreement, as laid down hereunder,
- hands over the execution of obligations deriving from the Framework Agreement to a third party without prior written consent of the Contracting Entity,
- ceases the execution of obligations deriving from this Framework Agreement without prior written consent of the Contracting Entity.

In the cases referred to in the previous paragraph of this Article, the Contracting Entity may draw the relevant financial guarantee immediately, unless the Framework Agreement lays down otherwise.

Article 34

The Supplier shall have the right to withdraw from this Framework Agreement in the event of a violation of the provisions of the Framework Agreement by the Contracting Entity. In such case, the Framework Agreement shall cease when the Contracting Entity receives a written notice of withdrawal from the Framework Agreement with the statement of grounds for the withdrawal, sent by registered post.

Article 35

This Framework Agreement is concluded under a resolute condition that shall be met if one of the following circumstances arises:

- if the Contracting Entity learns that the court has established by a final decision an infringement on the part of the Supplier or subcontractor of the provisions of labour, environmental or social legislation as laid down in the European Union law, regulations applicable in the Republic of Slovenia, collective bargaining agreements or international

- environmental, social and labour law regulations; or
 - if the Contracting Entity learns that the competent national authority has established at least two violations by the Supplier or its subcontractor during the performance of the Framework Agreement in relation to:
 - labour payments,
 - working hours,
 - rest,
 - performance of work based on civil contracts despite the existence of employment relationship elements or in relation to undeclared employment
- and for which it was imposed a fine for a minor offence by a final decision or several final decisions.

If the Contracting Entity learns about a violation, it is required to inform the Supplier thereof within ten (10) days.

The Supplier may submit evidence that it has taken adequate measures to prove its reliability despite the existence of violations within the period set by the Contracting Entity which, however, cannot exceed fifteen (15) days.

If the Supplier fails to submit evidence or has submitted evidence, but the Contracting Entity assesses that such measures are insufficient, the resolutive condition shall be met, provided that there is at least another six (6) months between the time the Contracting Entity learned of the violation and the expiry of the Framework Agreement.

If the resolutive condition is met, it is deemed that the Framework Agreement is rescinded on the day the new contract/framework agreement is concluded, whereby the Contracting Entity is required to start a new public procurement procedure immediately, but no later than within sixty (60) days of learning about the violation. If the Contracting Entity fails to start a new public procurement procedure within the specified period, it shall be deemed that the Framework Agreement is rescinded on the sixtieth (60th) day of learning about the violation.

X. COMPONENT PARTS OF THE FRAMEWORK AGREEMENT

Article 36

The interpretation of this Framework Agreement and resolution of any disputes shall be governed, in addition to the Framework Agreement and Code of Obligations, by:

- Invitation to Tender – documentation No. JPE-SAL-415/24,
- minutes on negotiations held on _____,
- the Supplier's tender No. _____ of _____.

The Parties to the Framework Agreement agree that the documents referred to in the previous paragraph of this Article form a component part of the Framework Agreement.

If the contents of the above mentioned documents are contradicting and if the intent of the Parties to the Framework Agreement is not clearly expressed, the interpretation of the intent of both Parties to the Framework Agreement shall primarily be subject to the provisions of this Framework Agreement and secondarily to the documents based on which this Framework Agreement was concluded, and then to documents in the order indicated in this Article.

XI. ANTI-CORRUPTION CLAUSE

Article 37

If it is established that, in the execution of the public contract based on which this Framework Agreement is concluded or in the performance of this Framework Agreement, anyone promised, offered or gave on behalf of or for the account of the Supplier any undue advantage to a representative or intermediary of the Contracting Entity or some other public sector body or organisation to obtain this contract or conclude this contract under more favourable terms and conditions or to omit due surveillance over the implementation of obligations arising from the Framework Agreement or any other action or omission that causes damage to the Contracting Entity, a public sector body or organisation or allows a representative of the Contracting Entity, a representative or intermediary of a public sector body or organisation, the Supplier or its representative, agent or intermediary to obtain undue advantage, this Framework Agreement shall be null and void.

In case of a finding of alleged existence of a factual situation as per paragraph 1 of this Article or a notice from the Slovenian Commission for the Prevention of Corruption or other bodies regarding the occurrence of such situation, the Contracting Entity will initiate procedures to establish the terms for the nullity of this Framework Agreement as per the previous paragraph of this Article or take other measures in line with the regulations applicable in the Republic of Slovenia.

XII. TRANSFER OF RIGHTS AND OBLIGATIONS

Article 38

Neither Party to the Framework Agreement may transfer, in part or in full, the rights and obligations arising from this Framework Agreement to a third party without prior written consent of the other Party to the Framework Agreement.

The Parties to the Framework Agreement undertake to notify each other of any changes in legal form that may take place at either Party to the Framework Agreement after the conclusion of this Framework Agreement and may affect the performance of this Framework Agreement, and to ensure the transfer of rights and obligations arising from this Framework Agreement to new legal entities. It shall be deemed that the transfer of rights and obligations arising from this Framework Agreement to new legal successors is ensured when the new legal successor confirms in writing the assumption of rights and obligations arising from this Framework Agreement and when the other Party to the Framework Agreement issues a written consent to such transfer.

XIII. ASSIGNMENT OF RECEIVABLES

Article 39

The Parties to the Framework Agreement undertake not to assign or cede cash receivables deriving from this Framework Agreement to other legal entities or natural persons other than banks. If a receivable is assigned to some other legal entity or natural person other than banks, the assignment shall have no legal effect.

XIV. PROFESSIONAL SECRECY, PROTECTION OF GOODWILL

Article 40

Professional secrecy shall be the content of this Framework Agreement and documentation that forms its component part or, rather, refers to this Framework Agreement and its performance, all data relating to the Contracting Entity's business operations and data that should be considered a trade secret with reasonable care, except for data that is considered public pursuant to the applicable regulations.

Professional secrecy under the previous paragraph must be safeguarded by the Supplier with due care and diligence.

The Parties to the Framework Agreement are obliged to protect the goodwill and business reputation of the other Party to the Framework Agreement anywhere and any time.

XV. SETTLEMENT OF DISPUTES

Article 41

The Parties will strive to resolve any disputes arisen in relation to the implementation of this Framework Agreement amicably.

If a dispute cannot be resolved amicably, either Party to the Framework Agreement may bring the matter under dispute before the competent court of Ljubljana.

XVI. OTHER PROVISIONS

Article 42

Any amendments or supplements to the Framework Agreement shall be valid only if they are made in the form of a written annex to this Framework Agreement that is signed by both Parties to the Framework Agreement.

If any of the provisions of the Framework Agreement is or becomes invalid, this shall not affect the remaining provisions of the Framework Agreement. The invalid provision shall be replaced by a valid one that corresponds to the maximum extent to the intent of the Parties to the Framework Agreement with the invalid provision.

By signing this Framework Agreement, the Supplier warrants that it is aware of the subject of the Framework Agreement and of tender requirements, and that it understands and is aware of the conditions and circumstances for proper execution of obligations under this Framework Agreement.

Article 43

The settlement of relations that are not expressly regulated with this Framework Agreement shall be subject to the provisions of the act governing contractual obligations.

Article 44

The annex constitutes an integral part of this Framework Agreement.

Article 45

The Framework Agreement shall be concluded and shall enter into force on the day it is signed by both Parties to the Framework Agreement, provided that the Supplier submits to the Contracting Entity the Performance Bond under the Framework Agreement in the period, amount and with the validity referred to in Article 29 hereunder.

Article 46***Option (Supplier domiciled in the Republic of Slovenia)***

The Parties to the Framework Agreement agree that the Framework Agreement be concluded in the manner that the Contracting Entity print one (1) copy of the Framework Agreement, sign it, scan it and send it to the Supplier by email. The Supplier shall then print the scanned copy of the Framework Agreement signed by the Contracting Entity and sign it. The Framework Agreement shall be deemed to be concluded on the day such a copy of the Framework Agreement is signed by the Supplier, which the Supplier shall communicate to the Contracting Entity by sending the scanned Framework Agreement signed by both Parties to the Contracting Entity.

Option (Supplier domiciled outside the Republic of Slovenia)

The Parties to the Framework Agreement agree that the Framework Agreement be concluded in the manner that the Contracting Entity print one (1) copy of the Framework Agreement in Slovenian and English, sign them, scan them and send them to the Supplier by email. The Supplier shall then print the scanned copies of the Framework Agreement (in Slovenian and English) signed by the Contracting Entity and sign them. The Framework Agreement shall be deemed to be concluded on the day such a copy of the Framework Agreement is signed by the Supplier, which the Supplier shall communicate to the Contracting Entity by sending the scanned copies of the Framework Agreement (in Slovenian and English) to the Contracting Entity.

The Parties to this Framework Agreement expressly agree that the Slovenian version of the Framework Agreement shall prevail in the event of non-compliance between the Slovenian and English versions of the Framework Agreement or in the event of a dispute between the Parties to the Framework Agreement.

_____, _____

Ljubljana, _____

SUPPLIER:

CONTRACTING ENTITY:

JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o.

Director:

Samo Lozej

Annex:

- Annex No. 1: Agreement on the billing of demurrage and despatch

Annex No. 1 to Framework Agreement JPE-SAL-415/24

AGREEMENT ON THE BILLING OF DEMURRAGE AND DESPATCH

concluded by and between

JAVNO PODJETJE ENERGETIKA LJUBLJANA d.o.o., Verovškova ulica 62, 1000 Ljubljana, Slovenia, represented by Samo Lozej, Director (hereinafter "Contracting Entity")

and

....., represented
by
(hereinafter "Supplier")

and

LUKA KOPER, pristaniški in logistični sistem, delniška družba, Vojkovo nabrežje 38, 6501 Koper, Slovenia, represented by, Chairman of the Board (hereinafter "Operator")

as follows:

Article 1

The Parties to the Agreement initially find:

1. that the Contracting Entity and the Supplier entered into Framework Agreement for the supply of coal No. JPE-SAL-415/24 of dd mm 2024 (hereinafter "Framework Agreement for Coal"), under which they agreed that the Supplier shall have the right to charge the Contracting Entity demurrage in case the period for unloading the coal is exceeded, and that the Supplier shall be obliged to grant and disburse to the Contracting Entity despatch if the coal is unloaded sooner than required, both of which in the amount specified in the C/P Contract;
2. that the Contracting Entity and the Operator have entered into Framework agreement on the transshipment and storage of coal at the Port of Koper No. JPE-SAL-362/22 (hereinafter "Framework Agreement"), under which it has been agreed that should the Contracting Entity not be a party to the C/P Contract, a trilateral agreement be concluded between the Contracting Entity, Operator and the client in the C/P Contract (Supplier) in respect of their rights and obligations deriving from demurrage and despatch, so that the billing and payment of demurrage and despatch is conducted directly between the Operator and client in the C/P Contract (Supplier);

3. that it is obvious and indisputable that the above mentioned Framework Agreement for Coal and Framework Agreement are interconnected, and that the Framework Agreement for Coal and Framework Agreement provide the legal basis for the conclusion of this Agreement as follows.

Article 2

The Parties to the Agreement agree that they seek to simplify and hence effectively regulate mutual relations pertaining to the billing and payment of demurrage and despatch, and by signing this Agreement they agree that all notifications, confirmation, billing and payment of demurrage and despatch under the Framework Agreement for Coal and the Framework Agreement referred to in Article 1 shall be conducted and executed directly between the Supplier and Operator in cases where the Contracting Entity from this Agreement is not at the same time a party to the C/P Contract.

With respect to the aforementioned in the previous paragraph, the Contracting Entity from this Agreement shall have no claim against the Supplier and Operator arising from demurrage and despatch in cases where the Contracting Entity from this Agreement is not at the same time a party to the C/P Contract. Furthermore, the Supplier and Operator shall also have no claim against the Contracting Entity deriving from demurrage and despatch.

For the performance of this Agreement, the Supplier shall be obliged to inform the Operator of the terms of billing and payment of demurrage or the billing and payment of despatch, as the case may be, from the C/P Contract as soon as it learns them, and to send a copy of the parts of the C/P Contract referring to the payment of demurrage and despatch as well as the parts of the Contract evidencing that the Contract has been concluded due to the performance of this Agreement.

The Parties to this Agreement agree that the Notice of Readiness must be handed over at the water area of the port of destination or at the anchorage of the port of destination. If the Notice of Readiness is handed over ahead of those places, the Operator shall have no obligation whatsoever. Furthermore, the Operator shall have no obligation whatsoever if the Notice of Readiness is issued and handed over although the ship is not ready.

Article 3

This Agreement shall be deemed to be a component part of the Contract and Framework Agreement referred to in points 1 and 2 of Article 1 of this Agreement.

Article 4

This Agreement shall be concluded and shall enter into force on the day it is signed by all Parties to the Agreement.

Option (Supplier domiciled in the Republic of Slovenia)

The Parties to the Agreement agree that the Agreement be concluded in the manner that the Contracting Entity prints one (1) copy of the Agreement, sign it, scan it and send it to the Operator by email. The Operator shall then print the scanned copy of the Agreement signed by the Contracting Entity and sign it. The Operator shall send the copy of the Agreement signed by the Contracting Entity and Operator by email back to the Contracting Entity, and the Contracting Entity shall then forward it by email to the Supplier. The Supplier shall then print the scanned copy of the Agreement signed by the Contracting Entity and Operator and sign it. The Agreement shall be deemed to be concluded on the day such a copy of the Agreement is signed by the

Supplier, which the Supplier shall communicate to the Contracting Entity by sending the scanned Agreement signed by all three Parties by email to the Contracting Entity. The Contracting Entity shall then send the scanned Agreement signed by all three Parties to the Operator.

Option (Supplier domiciled outside the Republic of Slovenia)

The Parties to the Agreement agree that the Agreement be concluded in the manner that the Contracting Entity print one (1) copy of the Agreement in Slovenian and English, sign them, scan them and send them to the Operator by email. The Operator shall then print the scanned copies of the Agreement in Slovenian and English signed by the Contracting Entity and sign them. The Operator shall send the copies of the Agreement signed by the Contracting Entity and Operator by email back to the Contracting Entity, and the Contracting Entity shall then forward them by email to the Supplier. The Supplier shall then print the scanned copies of the Agreement in Slovenian and English signed by the Contracting Entity and Operator and sign them. The Agreement shall be deemed to be concluded on the day such copies of the Agreement are signed by the Supplier, which the Supplier shall communicate to the Contracting Entity by sending the scanned Agreement in Slovenian and English signed by all three Parties by email to the Contracting Entity. The Contracting Entity shall then send the scanned Agreement in Slovenian and English signed by all three Parties to the Operator.

The Parties to the Agreement expressly agree that the Slovenian version of the Agreement shall prevail in case of non-compliance between the Slovenian and English versions of the Agreement or in the event of a dispute between the Parties to the Agreement.

Ljubljana, _____

Contracting Entity

for:

Samo Lozej, Director

Operator

for:

....., Chairman of the Board

Supplier

for:

.....
