



CONTRACT AGREEMENT FORM

AGREEMENT FOR

PHASE 2 PROJECT IMPLEMENTATION

BETWEEN

EMPLOYER

AND

CONTRACTOR



Agreement on Project Implementation

§ 1 Parties

Employer: NN

Corp. ID

Address:

Representative:

("Employer" below)

Contractor: NN

Corp. ID

Address:

Representative:

Project manager

("Contractor" below)

The Employer and the Contractor have this day entered into contract on the conditions specified in this agreement (called "Agreement" below)

§ 2 Background

This agreement is linked to the "Principal Agreement on the EPC Project", dated dd-mm-yyyy and "Agreement on Project Development" dated dd-mm-yyyy entered into by the same parties and constitutes the basis of agreement that shall prevail between the parties during Phase 2: "Project Implementation"

§ 3 Scope

The Contractor undertakes to execute a design and construct contract on behalf of the Employer comprising of project design and installation of equipment as well as executing the services that have been agreed in the project development meeting dd-mm-yyyy (document 03 below) and in agreement with the contract documents listed in § 4.

§ 4 Contract documents

If the documents named below contain conflicting details they will apply, with amendment of ABT 06, Chap. 1 § 3, in the order given below provided circumstances do not clearly dictate otherwise.

01 Agreement on the EPC Project dated dd-mm-yyyy, excluding Annexes 1 and 2 and contract documents 02, 03, 04, 05 and 06.



- 02 This Agreement on Project Implementation
- 03 Minutes from the project development meeting dated dd-mm-yyyy.
- 04 Project development report containing documents according to lists dated dd-mm-yyyy
- 05 Amendments in ABT 06 noted in the compilation in AFD.111
- 06 ABT 06
- 07 Proceedings from Procurement meeting dated dd-mm-yyyy
- 08 Tender dated dd-mm-yyyy
- 09 Tender documents for the EPC project with annexes, dated dd-mm-yyyy.

§ 5 Times

The Contractor may start the contract work immediately after the signing of this agreement by each party and shall be completed in its entirety dd-mm-yyyy.

The time schedule drawn up at the project development meeting dated dd-mm-yyyy applies to the contract.

§ 6 Liability

According to tender documents.

§ 7 Financial

Remuneration for contract works shall be costs plus overhead and profit (prime cost principle) with price ceiling.

Price ceiling for contract works is XXXX Lei (abcd) (including VAT) Index linking is not applied.

Contractor fee, i.e. overheads and profit, is X %.

Remuneration for conversion of reference values due to work other than alterations and additional works will be X.00 Lei/hr.

Savings during Phase 2 will accrue to the Employer

§ 8 Inspection

According to tender documents.

§ 9 Supplements and amendments

For supplements and amendments in this Agreement to be valid, they must be in writing and signed by authorised representatives of both parties, plus clearly specified as being a supplement or amendment to this Agreement. Corresponding amendments shall be introduced in the Agreement on Project Follow-up and its annexes.

Should a stipulation in this Agreement or part thereof be found to be invalid, it shall not mean that the Agreement in its entirety is invalid but it shall then, in



so far as the invalidity substantially affects a party's benefits or performance according to the Agreement, instead be adjusted.

§ 10 Transfer of rights and obligations

One party is not entitled to transfer wholly or partially its rights or obligations without prior written permission of the other party according to the Principal Agreement. However, if the parties are agreed that in the event of one or more properties being sold, the new property owners will have the right to take over that part of the Principal Agreement that applies to the affected properties.

§ 11 Disputes

Contract disputes that cannot be solved by the parties alone shall be decided by general court at the Employer's place of residence unless the parties agree otherwise.

This Agreement has been drawn up in two (2) identical copies, of which the parties have take one each.

Employer
__-__-yyyy

Contractor
__-__-yyyy

.....
(Authorised signatory)

.....
(Authorised signatory)