Calucem d.o.o.; Revelanteova 4; 52100 Pula, Republic of Croatia; VAT No. (OIB): 61418654605, represented by Yuri Bouwhuis, VAT No. (OIB): 53061117143 together with Mihajlo Mirković, VAT No. (OIB): 88609474470 (hereinafter referred to as the Contracting entity)

and

Tenderer ltd, address, of the registered office (address) and the country of the economic operator, VAT No.: 12345678910, name of the representative; VAT No.: 12345678910; (hereinafter: the Supplier)

entered into

CONTRACT No. _____,

Article 1

According to tender documentation, as well as according to Annex 4 "*Rules on the implementation of procurement procedures for persons not subject to the Public Procurement Act*" (version 7.0), which is integral part of the Common National Rules No. 05 (as Annex 03.), which entered into force in December 2020 and Grant Contract No. KK.01.2.1.02.0047, furthermore, according to tender No. *000-000-000* from *month and date 2022*, Contracting Parties agree that the subject of this Contract is **Procurement of raw materials needed for development**

Article 2 Scope

The scope of the Contract shall be purchase of raw materials needed for research and development

Group 1 – Coal, stone coal
Group 2 – Calcined Bauxite
Group 3 – White fused alumina (WFA)

(To be applied to individual groups of the subject-matter of procurement for which the Contract is entered into)

Detailed Technical specifications of each item of the subject of this Agreement are contained in Appendix IV - Technical Specifications, which is an integral part of this Contract and the Tender Number: specify the number of tender under which this Contract shall be conclude from specify the date of the tender under which this Contract shall be conclude.

Article 3 Price

The price to be paid by the Contracting entity for fulfilling the obligations referred to in Article 2 shall be specified according to the Contracting entity's Cost estimate – Appendix III which is an integral part of this Contract and the Tender Number: *specify the number of*

tender under which this Contract sell be conclude from *specify the date of the tender under which this Contract sell be conclude*.

The total price for fulfilling the obligations referred to in Article 2 hereof shall be: ***(Indicate the total price in HRK, EUR of USD with and without VAT (if applicable) in both numbers and words).***

Article 4 Payments

All payments shall be effected to the Supplier's account no.: (*indicate account number*)

Payment to the Supplier shall be made as follows:

- **Group 1** – Coal, stone coal – Contract price shall be paid within 30 days after the Contracting entity receipt of the invoice.

- **Group 2** – Calcined Bauxite – Contract price shall be paid within 10 days after the Contracting entity receipt of the invoice.

- **Group 3** – White Fused Alumina (WFA) – Contract price shall be paid within 30 days after the Contracting entity receipt of the invoice.

Article 5 Contractual penalties related to material quality

- **Group 1** – Coal, stone coal – Contractual penalties related to the quality of material shall not apply

Delivered material for Group 1 must be as required in Appendix IV - Technical Specifications.

- **Group 2** – Calcined Bauxite - Contractual penalties related to the quality of material shall apply as follow:

Delivered material should be homogeneous and it should be within the acceptance limits as defined in Appendix IV – Technical specification.

In case the delivered material is out of any range or acceptance limit defined in Appendix IV – Technical specification it can be rejected by the Contracting Entity.

Contractual penalty for quality (for material within acceptance limit):

USD 10 / mt when SiO2 is more than 6,5%
USD 10 / mt when Al2O3 is less than 86%
USD 20 / mt when size below 50 mm is more than 10%

The exact amount for payment will be determined as follows: according to B/l issued from supplier and sampling and granulometry report done by an independent house after discharging of material in Pula

- **Group 3** – White Fused Alumina (WFA) - Contractual penalties related to the quality of material shall not apply

Delivered material for Group 3 must be as required in Appendix IV - Technical Specifications.

(To be applied to individual groups of the subject-matter of procurement for which the Contract is entered into)

Article 6 Performance deadline and place of delivery

The Supplier shall fulfil all obligations set out in Article 2 hereof, including submitting a valid request for acceptance of goods not later than 150 calendar days from signing the procurement contract.

I. The place of delivery of subject-matter of procurement depends on method of delivery in accordance with Incoterms® 2010. Final place of delivery of subject-matter of procurement is at the address: **CALUCEM d.o.o. Revelanteova 4; 52100 Pula, Republic of Croatia.**

II. The goods shall be delivered in accordance with Incoterms® 2010 delivery terms FCA (free carrier) for procurement items within Group 1 and Gropu 3 and CIF (cost, insurance and freight) for procurement items within Group 2 of the International Chamber of Commerce.

(To be applied stated in Annex I of selected Tender for each individual groups of the subject-matter of procurement for which the Contract is entered into)

Article 7 Amendments to the Contract

Any amendments to the Contract shall be in the form of a written appendix to the Contract and may only refer to those amendments which are not considered material in terms of content and basic elements of the Contract, in line with the regulations governing public procurement. Notwithstanding this provision, in cases provided in - item 7.5. a written appendix to the Contract shall not be necessary.

7.1. The following amendments shall be considered material in terms of this Article:

a) Amendments introducing conditions which, had they been part of the procurement procedure preceding the conclusion of the Contract, would have allowed submitting different tenders than those submitted in the procurement procedure, or the selection of a different tender than the one selected in the procurement procedure;
b) Amendments significantly expanding the scope of the Contract;
c) Amendments modifying the economic balance of the Contract in favour of the Supplier in a manner not envisaged in the Contract;
d) Amendments modifying the contracting party of the selected tenderer, or the Supplier respectively.

7.2. The following amendments to the procurement contract shall not be considered material:

a) Possible amendments to the Contract (in terms of scope and nature, as well as conditions for such amendments), have been provided in the tender documentation in a clear and unambiguous manner, provided that such amendments do not change the legal nature of the Contract;
b) The total value of all amendments is less than 10% of the total contract value, provided that such amendments do not change the legal nature of the Contract;
c) Change of the Supplier has occurred due to legal succession, which is the result of the status change on the part of the Supplier, provided that such succession has not been conducted in order to avoid application of the Public procurement Act and that the economic operator becoming the new contracting party complies with all conditions and requirements provided in the completed public procurement procedure. For the purpose of such change the Contracting entity shall be entitled, before consenting to the change, to request from the Supplier, or the new economic operator respectively, to submit evidence proving that the new contracting party complies with conditions and requirements provided in the public procurement procedure preceding the conclusion of the Contract.

7.3. The contracting party on the side of which circumstances causing amendments to the Contract have arisen, shall immediately submit a proposal for amendment to the counterparty. The proposition shall be made in writing and contain reasons for the proposed amendments. The counterparty shall respond whether they accept the proposed amendments within 10 days from the receipt of the proposal. In case both parties agree on the amendment content, the Contracting entity shall prepare an addendum to the Contract and submit it for signature to the Supplier within 10 days from such agreement or the day of notification thereof.

7.4. In case of need for additional documentation in order to consider the amendment proposal, the contracting party receiving the amendment proposal shall request submitting such documentation. In such case, the deadline for responding to the proposed amendments shall stand still during the period from requesting additional documentation until its receipt and shall continue upon the expiry of such period.

7.5. A written appendix to the Contract for the purpose of changes of lesser importance, such as change of address, bank account or contact details, shall not be required, but one party shall notify in writing the other thereof. The effect of such change shall enter into force upon the receipt of such notice. notify in writing the other thereof. The effect of such change shall enter into force upon the receipt of such notice.

Article 8 Force majeure

Neither of the parties shall be considered to breach the Contract where the performance of their contractual obligations has been prevented by any circumstances pertaining to force

majeure occurring after the conclusion of the Contract and before the obligation performance deadline.

The term force majeure used herein means a situation in which the performance of contractual obligations of a contracting party becomes impossible due to extraordinary external events which could not have been predicted, nor could they have been prevented, avoided or eliminated by the party and for which neither of the parties is responsible.

If a contracting party considers that any circumstance of force majeure which may affect the performance of their obligations has occurred, they shall immediately inform the counterparty thereof orally, and in writing within 3 days from the occurrence of such circumstance. Such notice shall contain relevant details about the nature, possible duration and likely effects of the circumstance, and evidence of its occurrence. A contracting party which fails to notify the counterparty shall be liable to the counterparty for any damage they may incur due to such failure. Unless otherwise instructed by the Contracting entity in writing, the Supplier shall continue with the performance of their contractual obligations to the extent possible and shall explore different methods of performing the Contract. The Supplier shall apply a different method of performance only based on the Contracting entity's instruction.

Where the Supplier has incurred additional costs due to the Contracting entity's instruction, they shall be entitled to reimbursement of such costs. The Contracting entity shall approve the requested amount before executing the payment.

Where the circumstances of force majeure exceed 90 days, either party may terminate the Contract by written notice with a notice period of 30 days from the receipt thereof. Where the circumstances of force majeure cease to exist for the duration of the notice period, the Contract shall remain in force. Otherwise, the termination shall enter into force and the contracting parties shall be released from their obligations.

Final provisions

Article 9

Each party shall have the right to terminate the Contract at any time by written notice with a notice period of 15 days from receipt of the notice of termination. The period of notice shall begin on the date of service of the written notice on one of the Contracting Parties

Article 10

The contracting parties shall seek to settle all disputes arising herefrom amicably. Where the parties fail to settle the dispute amicably, they shall agree to refer the dispute to the competent court according to the headquarter od the Contracting entity.

Article 11

This Contract shall be concluded in two (2) counterparts, one for each party.

On behalf of the Supplier:

Name and function:

_____

(signature)

Date:

On behalf of the Contracting entity:

Name and function:

_____

(signature)

Date: