**GENERAL TERMS AND CONDITIONS**

1. General
	1. The General Terms and Conditions (hereafter referred to as GTC) apply to all purchases of products and services made by NPP’s Safety Development & Improvement Company (TAVANA) (hereafter referred to as TAVANA) as well as work contracts and assignments, unless otherwise agreed in writing.
	2. The signed Framework agreement documentation is binding for both parties. Any conditions that deviate from these GTC, in particular the general terms and conditions of the Supplier will only be valid if TAVANA has agreed to them in writing.
	3. If any provision of these GTC is held to be wholly or partially invalid, the remaining provisions shall not be affected thereby. The parties undertake to replace an invalid provision with a valid and enforceable provision that most closely meets the commercial intent of the invalid provision.

## Interpretation

* 1. The documents forming this Agreement are to be taken as mutually explanatory of one another. If there is a conflict between these documents, they shall be interpreted in good faith and in accordance with the ordinary meaning to be given to the terms of the Agreement in their context and in the light of the objectives and purpose of the Agreement. The last to be agreed shall prevail;
	2. The singular includes the plural and vice-versa where the context requires;
	3. Words indicating one gender include all genders;
	4. Provisions including the word “agree”, “agreed”, or “agreement” requires the agreement to be recorded in writing, and signed by both Parties;
	5. Reference to "including" and "in particular" shall not be construed restrictively but shall mean "including but not limited to" and "in particular but without prejudice to the generality of the foregoing" respectively.

## Communications

* 1. Whenever provision is made for the giving or issue of any notice, instruction or other communication by any person, unless otherwise specified such communication shall be written in the English language and shall not be unreasonably withheld or delayed.

## Language

* 1. All documents prepared by the Supplier within the scope of Services shall be provided in English language.
1. Work orders
	1. Work orders (called hereinafter orders), work order amendments and additions to work orders placed by TAVANA shall be valid only if confirmed in writing. Verbal orders, order amendments, and additions to orders by telephone or in person require written confirmation by TAVANA to become binding.
	2. The GTC attached to the order forms an integral part of the contract.
	3. Technical and financial proposal including all necessary technical documentation shall be submitted to TAVANA within fifteen days of receipt of the order. Confirmation of the supplier that deviates from the order shall be valid only if accepted by TAVANA in writing.
	4. Sec.5.1 - 5.3 apply also to additions and amendments of orders placed by TAVANA.
2. Subcontractors
	1. If the supplier intends to commission a third party to provide part of the consulting services, prior written consent is to be obtained from TAVANA. Even in the event of such consent, the supplier shall be wholly liable towards TAVANA for all supplies and services of the contract.
	2. The supplier is obligated to impose the obligation of secrecy as imposed by TAVANA (sec. 19) and the provision concerning the exchange of information (sec. 10) to the same extent on his subcontractors.
	3. TAVANA is entitled to deduct in full from the purchase price direct payments made to subcontractors and to deduct claims from subcontractors made to TAVANA in connection with the goods and services supplied.
3. Price
	1. Unless otherwise agreed, the price shall remain firm in Euro. Value Added Tax is to be accounted for separately as a percentage and as an amount.
4. Supply of information
5. Performance, Delivery
	1. Execution of the order shall be performed by the most experienced experts of the Supplier using the best practices. In particular, the order shall comply with official regulations and the relevant trade standards.
	2. The execution and the completed Services shall comply with the laws, regulations and the remaining normative acts and the standards applicable to the Services according to the international codes and standards, including technical standards, building, construction, fire safety and environmental laws.
	3. Part deliveries will only be accepted if this has been agreed in writing. Under-deliveries or over-deliveries of the ordered quantity will be accepted only with prior consent.
6. Exchange of information

10.1 The information provided may be used only for the purpose of this Agreement and relevant Work orders. Any further use of the information is prohibited.The Supplier is obligated to use the received information and documents only for the purposes of fulfillment of its duties and to return in back after termination of the Agreement if requested by TAVANA.

* 1. In order not to delay the Supplier in the performance of the Services, TAVANA shall provide the Supplier free of cost and within the time specified in the Order, or where no time is specified – within a reasonable time, with all information and documents (including the information obtained by TAVANA from a third party) which may pertain to or be necessary for the Services which TAVANA is able to obtain.
	2. During the course of the Services, the Supplier shall notify TAVANA what data and documents (listed or not) is required, in what form and when, within a reasonable time prior to the date when such information and documents are required. The information shall be provided so as to allow its usage by the Supplier’s Personnel and to achieve the schedule agreed. In case it could not be achieved the Parties shall agree on necessary adjustments in the conditions for providing the Services (cost, schedule and/or scope).
1. Delivery, Delays
	1. Delivery dates specified in the Work Order are binding for the supplier.
	2. Date of delivery is considered met when the agreed delivery arrives at the place of fulfillment on the date stipulated.
	3. Advance deliveries will not be accepted without prior written consent from TAVANA.
	4. If the supplier has reason to assume that any part of the delivery cannot be delivered on the due date, he shall immediately notify TAVANA in writing specifying the reason and the new delivery date.
	5. If the Services are impeded or delayed by TAVANA or his subcontractors or other third parties including the authorities, so as to increase the scope, cost or duration of the Services:
	* The Supplier shall inform TAVANA of the circumstances and probable effects;
	* The increase in scope shall be regarded as Additional Services; and
	* The time for completion of the Services shall be increased accordingly.
	1. The Supplier shall not be liable for delay and the risks that are to be taken by TAVANA including but not limited to

(i) any change in law, regulatory requirements, environmental conditions and requirements enacted after the date of the Agreement;

(ii) change in TAVANA’s requirements that have been previously and provided that change has not been caused and necessitated by a Supplier’s default;

(iii) issuance of any decisions, approvals, permits etc. by a public authority, ministry, agency or other;

(iv) receipt by the Supplier of necessary background information and documentation from TAVANA or other third parties and/or changes of such information and documentation after the date scheduled for their provision;

(v) review by TAVANA of revised and/or re-submitted deliverables, which result in additional comments on such deliverables in respect of matters previously reviewed by TAVANA without comment unless TAVANA’s comments refer to the amended part of the deliverables;

(vi) Force Majeure event(s).

* 1. TAVANA reserves the right to claim for any damages incurred by delayed delivery even if a penalty for non-performance of contract has been agreed on.
1. Packaging, Transport, Insurance, Delivery note
	1. Each delivery must be accompanied by a delivery note. For services, the number of hours worked and materials provided by the supplier must be confirmed by a TAVANA representative. Each item must have a label or other clearly visible method of identification.
2. **Intellectual property rights**
	1. For the purpose of this clause:

"Supplier’s Material" means any concept, product methodology, technique, procedure, algorithm, management tool, workshop manual, proprietary software, data file, libraries, idea, designs, invention, know-how, process or other intellectual capital developed, discovered or used by the Supplier in the course of providing the Services, and includes all drawings, specifications and other material provided by the Supplier; and

"Intellectual Property Rights" means all statutory or other proprietary rights (including moral rights) in respect of copyright, trade mark (including the trade mark), design, patent, circuit layout rights, trade or business or company names, domain names, and any rights to registration of such rights whether created before or after the commencement of this Agreement.

* 1. All Intellectual Property Rights the Supplier creates or develops or has created or developed in connection with Supplier Material vest in the Supplier. The Supplier grants TAVANA a royalty free, non-transferable, non-exclusive, revocable license to use the Supplier’s Material solely in connection with the Services for the duration of this Agreement, subject to the Supplier receiving full and unabated payment for the Services.
	2. The Supplier’s Material must not be disclosed to third parties without the Supplier’s prior written consent. The supply to or use of any of Supplier’s Material by TAVANA prior to full and unabated payment being made to the Supplier does not imply granting of a license for its use.
	3. The Supplier warrants to TAVANA that the Supplier’s Material does not infringe the Intellectual Property Rights of any third party and indemnifies TAVANA against breach of that warranty. This indemnity does not apply if any infringement or alleged infringement arises from:
1. the use of the Supplier’s Material in combination by any means and in any form with other goods not specifically approved by the Supplier where that combined usage gives rise to the infringement;
2. use of the Supplier’s Material in a manner or for a purpose not reasonably contemplated or authorised by the Supplier, including bureau, application service provider or other arrangements where the benefit or use of the Supplier’s Material is provided to a third party;
3. modification or alteration of the Supplier’s Material (with or without the his specific written approval);
4. any transaction entered into by TAVANA relating to the Supplier’s Material, without the Supplier's prior written consent; or
5. where other than the most recent version of the Supplier’s Material is in use and a subsequent release does not infringe upon the third party's Intellectual Property Rights.
	1. TAVANA grants to the Supplier a non exclusive license to use TAVANA's Intellectual Property Rights, including any software, to the extent necessary for Supplier to provide the Services.
	2. TAVANA warrants to the Supplier that any document, material or design provided by TAVANA does not infringe the Intellectual Property Rights of any third party and indemnifies the Supplier against breach of that warranty.
6. Commencement and Completion
	1. The Services shall be commenced on the Commencement Date, shall proceed in accordance with the time schedule agreed in the Order, and shall be completed within the Time for Completion, subject to extensions mutually agreed by the parties.
	2. The Supplier shall submit the documents executed within the scope of Services for review and approval in accordance with the accepted time schedule. Unless otherwise agreed, within a 20-day period from the date of delivery of documents subject to approval TAVANA shall issue a certificate for approval and shall transmit it to the Supplier.
	3. Minor defects that do not have any impact on the technical content of Services, such as typing errors, shall not impede approval of such documentation.
	4. All justified objections of TAVANA concerning defects and/or deficiencies of the Services to be approved will be reflected and explained in a protocol and communicated to Supplier. The terms and conditions for remedy of such defects and/or deficiencies shall be agreed upon. The Supplier shall correct such defects within 15 calendar days of the delivery of the protocol or as an exception, within a time period agreed additionally.

**16. Liability**

16.1 Neither TAVANA nor the Supplier shall be liable to the other Party for any loss of profit, loss of business, loss of contracts or indirect loss or expense which may be caused as a result of a breach of its obligations contained in this Agreement, except when the act is a result of deceit and/or gross default of any of the Parties, provided that (for the avoidance of doubt) this clause shall not exclude any liability of the Supplier for any costs incurred by TAVANA in carrying out any additional or remedial works (or any loss of use as a result thereof) arising from any breach by the Supplier of its obligations under this Agreement.

16.2 The supplier indemnifies TAVANA for all claims of compensation from third parties for financial losses or damage to property or persons, including expense incurred for legal costs and lawyers’ fees, arising from the delivery of defective materials or goods.

16.3 Subject to the regulations of mandatory nuclear energy legislation.

**17. Invoice and Payment**

17.1 Invoices shall be sent in accordance with Article 3 (5) of the Agreement. Each order must be invoiced separately and in detail.

17.2 Unless special conditions have been stipulated, payment is made net within 30 days after receipt of invoice and provisional acceptance of the delivery.

17.3 Relevant for calculating the payment deadline is the date of receipt of the correct invoice at TAVANA.

17.5 If the Supplier does not receive payment within the time stated in Clause 19.2 he shall be paid Agreed Compensation at the rate of three per cent (3%) per annum over the BBA LIBOR rate currently in force as published daily by British Banking Association (www.bba.org.uk) and compounded daily on the sum overdue and in its currency reckoned from the due date for payment of the invoice until the actual date on which the payment is received by the Supplier, but not more than 10 % of the amount due.

**18. Assignment/Pledging**

* 1. The supplier may not assign or pledge any of its rights of the Agreement without written consent from TAVANA.

**19. Obligation of Secrecy (confidentiality)**

19.1. The supplier shall treat all details of the framework agreement and any information on technical, business, and operational matters as strictly confidential. The obligations of secrecy shall remain in force beyond termination of the contract.

**20. Safety Instructions**

20.1. In addition to the GTC, safety instructions, and safety regulations apply to access to all TAVANA buildings, compounds and / or construction or installation sites. Failure to comply with safety instructions and safety regulations renders the supplier, his subcontractors, and assistants liable for any damages incurred to TAVANA. To this extent, TAVANA repudiates any liability.

**21. Force Majeure**

21.1 For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies;

21.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub-Suppliers or Sub-contracts or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (a) take into account at the time of the conclusion of this Agreement and (b) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

21.3 If Force Majeure circumstances arise for which the Supplier is not responsible and which make it irresponsible or impossible for him to perform in whole or in part the Services in accordance with the Agreement he shall promptly dispatch a notice to TAVANA.

21.4 In Force Majeure circumstances if certain Services have to be suspended, the time for their completion shall be extended until such circumstances no longer apply plus a reasonable period not exceeding 42 days for resumption of them.

**22. Place of performance of the services**

22.1 The services will be performed at the Supplier’s principle place of business.

22.2 Where employees, agents or sub-contractors of the Supplier carry out work at TAVANA's premises, the Supplier, its employees, agents or subcontractors carrying out work at TAVANA's premises will comply with any reasonable direction of TAVANA regarding occupational health and safety. TAVANA must maintain at those premises the safety procedures, equipment and standards necessary to comply with any Law and to ensure a safe workplace and all necessary conditions for successful completion of the services. For that purpose any employees, agents or subcontractors of the Supplier are deemed to be under the control of TAVANA. TAVANA is fully responsible for, and must indemnify and hold harmless the Supplier against any claim, loss or damage of any kind whether arising in contract, in tort (including but not limited to negligence), in equity, by statute or otherwise, arising in any way out of the failure of TAVANA to comply with the requirements of this paragraph.

22.3 Where employees, agents or sub-Suppliers of the Supplier carry out work under the direction of TAVANA, TAVANA will be fully responsible for, and must indemnify and hold harmless the Supplier against any claim, loss or damage of any kind, whether arising in contract, in tort (including but not limited to negligence), in equity or by statute or under any Law connected in any way with the Services, Project or relationship established by this Agreement, in respect of the acts or omissions of the Supplier, its servants, agents or subcontractors.

**AUTHORISED SIGNATURE(S) ON BEHALF OF TAVANA**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AUTHORISED SIGNATURE(S) OF THE SUPPLIER**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Bogomil Manchev

Position Executive Director

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_