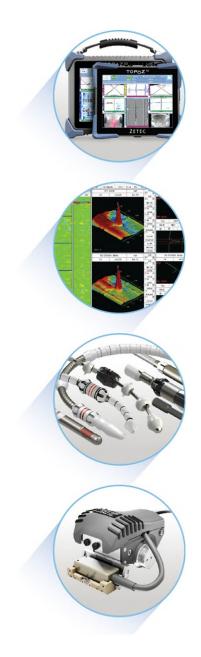


This proposal is exclusively prepared for:

# **KOZLODUY NPP PLC**

Presented To:

Manuela Krasimirova



Quotation Reference: S12726 Quotation Date: October 23, 2020 © Zetec Inc. All rights reserved.



#### Customer Name: KOZLODUY NPP PLC

### **Contact Information**

CUSTOMER CONTACT	OTHER CUSTOMER INFORMATION	
Manuela Krasimirova		Thank you for your interest in Zetec products and services. If you need
Email: MKSimeonova@npp.bg Phone: 0973-73361		assistance, please email <u>customerservice@zetec.com.</u> For 24- hour support, call our main office at 425- 974-2700.

ZETEC ACCOUNT EXECUTIVE	ZETEC CUSTOMER SERVICE	ZETEC SUPPORT
Vadim Zeleniuk	Heather Garman	
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Corporate Office Zetec, Inc. 8226 Bracken Place SE; Suite 100 Snoqualmie, WA 98065 Phone: 425-974-2700 Fax: 425-974-2700	Québec City Office Zetec, Inc. (Canadian Office) 875 Boulevard Charest Ouest; Bur. 100 Québec, QC G1N 2C9, Canada Phone: 418-800-1720 Fax: 418-263-3742	For additional offices please visit our website: www.zetec.com



## **Zetec Proposal**

LEAD TIME (ARO)	LEAD TIME (ARO) QUOTATION EXPIRATION DATE (YYYY/MM/DD)		CUSTOMER RFQ #		
4-6 weeks	2020/11/30				
PAYMENT TERMS (UPON CREDIT APPROVAL)	DELIVERY TERMS	COMMENTS	CURRENCY		

Note: 2020 pricing is effective for shipments in 2020. Pricing for 2021 shipments will be available November 1, 2020.

LINE	PART NUMBER ZETEC/CUSTOMER	DESCRIPTION	QTY	UNITS	SALES PRICE EACH		NET AMOUNT EACH	TOTAL AMOUNT
	10033416	ZEC-RDT-MIZ-85- 2F_SYSTEM +EDDYNET/AQ	1	pcs	73,832.00		73,832.00	73,832.00
1								
Grand Total						73,832.00		



#### Additional Terms and Conditions

All quotations, products, and services provided by ZETEC are furnished to Buyer only on the terms and conditions stated herein. All orders are received with the understanding that Buyer agrees to and accepts these terms and conditions and agrees that, unless modified by separate written negotiated agreement, these terms and conditions, together with the item, quantity, price, and similar terms as set out in ZETEC's written quotation, order acknowledgment, and/or invoice, constitute the entire agreement between ZETEC and Buyer ("Agreement"), superseding all other communications and documentation. ZETEC hereby expressly rejects any different or additional terms or provisions, preprinted or otherwise, contained or referenced in any purchase order or other documentation furnished by Buyer, whether before or after delivery of products or performance of services, even if receipt thereof is acknowledged by signature or otherwise, and ZETEC shall not be required to separately object thereto.

- a) Quoted delivery is for reference only and must be reconfirmed at time of order. This quotation is valid for the work stated herein. If conditions or events occur that are unknown or unanticipated by Zetec or any material information or assumptions change at any time before or after the time of order, then Zetec shall be entitled to cancel or revise this quotation without penalty and at its sole discretion.
- b) Software is licensed, and not sold. Except as otherwise explicitly agreed to by Zetec in this quotation document, software use is granted via a nonexclusive, nontransferable End User License Agreement accompanying the software. Zetec software licenses may NOT be resold, rented, or transferred in any way to a third-party without the explicit and written consent of Zetec.
- c) Leasing option(s) quoted are available through Zetec Financial Services, and are administered by a third party leasing partner.
- d) Buyer further agrees to and accepts the following General Terms and Conditions of Sale:

<u>VALIDITY:</u> Unless otherwise specified in writing, all ZETEC quotations are firm for ninety (90) days from the date of the quotation.

<u>PRICES, TAXES AND DUTIES</u>: All prices are effective only as set forth in a ZETEC quotation according to the schedule in that quotation. Orders not placed in accordance with the ZETEC quotation (e.g. late order or requesting expedited delivery) may be accepted or may be subject to re-quotation and imposition of expedite fees, as determined by ZETEC. All prices are subject to change without notice and are subject to correction of clerical errors. Buyer is responsible for and shall pay all taxes and/or duties applicable to the products. If ZETEC pays such taxes on Buyer's behalf, Buyer shall reimburse ZETEC in full.

<u>PAYMENT:</u> Invoices will be issued as of the date of shipment and shall become due and payable in lawful funds of the U.S. thirty (30) days after the issuance thereof, unless otherwise agreed in writing. All invoiced amounts unpaid and outstanding will be subject to a charge of one and one half percent (1 1/2%) per month (18% per annum) from the date due.

<u>DELIVERY, TITLE, AND RISK OF LOSS</u>: Delivery is FCA Zetec manufacturing plant. Delivery and risk of loss is in accordance with INCOTERMS 2010. Title to ZETEC products shall pass to the Buyer upon delivery to the carrier (subject to ZETEC's rights as an unpaid creditor). In the absence of specific Buyer instructions, goods will be shipped via the carrier ZETEC deems most practical. No claim for error in shipment will be considered unless made within ten (10) days of Buyer's receipt of goods.

<u>CANCELLATION:</u> No order may be cancelled, in whole or in part, without ZETEC prior written consent. Any approved cancellation is subject to assessment of a cancellation fee as determined by ZETEC.

RETURNS AND RESTOCKING FEE: Except as provided for under the Limited Product Warranty ZETEC does not allow for return and restocking of products. However, if ZETEC approves a return, returns are subject to a return/restocking fee as determined by ZETEC. Special designs and non-catalog items may not be returned. All returned product shall be sent to ZETEC freight prepaid by Buyer in packaging appropriate to prevent damage in transit.

ALTERATION: ZETEC reserves the right to alter component designs without notice.

INTELLECTUAL PROPERTY: All rights, title, interests, and ownership in the intellectual property (including, without limitation, all patent rights, copyrights, moral rights, rights in proprietary information, database rights, trademark rights, know-how, trade secrets, software, software development kits, and other intellectual property rights) ("IP") of Zetec, existing at any time, including but not limited to whether in Zetec products, or arising out of or relating to the design or manufacture of Zetec products, or the provision of services, remains vested in and the property of Zetec. Zetec shall own exclusively all rights in ideas, inventions, improvements, discoveries, works of authorship, strategies, plans, data, consulting, or engineering work created in or resulting from the offered services and/or products in this proposal, including all IP rights. If by operation of law any such IP is not owned in its entirety by Zetec, then the buyer agrees to transfer and assign to Zetec, the entire right, title, and interest throughout the world to such IP.

LIMITED PRODUCT WARRANTY: ZETEC brand instruments, mechanical products, spare parts, probes and cables are warranted, to the original Buyer only, for use solely by Buyer or direct affiliate against defects in material and workmanship for a period of one year from the date of Delivery. ZETEC brand probes and cables are considered consumables and require periodic replacement due to wear. ZETEC does not warrant the service life of probes or cables. ZETEC does not warrant any ZETEC brand products against defects caused by misuse, abnormal operating conditions, alterations or damage caused by events beyond the control of ZETEC. ZETEC shall not be liable for product defects caused by or resulting from any inaccuracies in any drawing, description or specification supplied by the Buyer. ZETEC does not warrant any non-ZETEC brand products.

Upon Buyer's written request during the warranty period, ZETEC, at its choice, will repair or replace defective products within a reasonable time. The original term of warranty applies, without extension, for repaired or replacement products. All defective merchandise shall be sent to ZETEC freight prepaid by Buyer in packaging appropriate to prevent damage in transit. The Limited Product Warranty does not apply to periodic calibration or minor maintenance as described in ZETEC operating manuals. All Buyer paid repairs performed by ZETEC are warranted against defects in materials and workmanship for 90 days from the completion of repair. Upon Buyer's written notice of defect within the 90 day period, ZETEC will replace the defective part(s) and/or re-perform the service. This warranty is limited to failures in areas directly related to the repair performed. After a warranty repair, the "current" calibration is validated but a new calibration is not provided free of charge.

LIMITED SERVICE WARRANTY: ZETEC agrees to perform service for Buyer on the expressed condition that ZETEC's sole obligation will be that the service will be performed in a professional and competent manner and will be of the kind and quality described in the ZETEC quotation. ZETEC does not warrant the fitness, suitability or condition of Buyer's equipment upon which ZETEC services are performed. If there is a specific problem with the quality of the service performed, Buyer shall inform ZETEC in writing and, if feasible, the service will be re-performed at no additional charge. In the event corrective services are performed by ZETEC, Buyer must provide adequate access to the equipment to allow ZETEC to perform these services. Any additional costs incurred to provide access to the equipment will be the responsibility of the Buyer. If re-performance of the service is not feasible, ZETEC and Buyer shall negotiate in good faith to arrive at an equitable settlement.

REGARDLESS OF WHETHER UNDER CONTRACT OR TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, THE LIMITED PRODUCT AND SERVICES WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. THE LIMITED PRODUCT WARRANTY AND THE LIMITED SERVICE WARRANTY ARE THE SOLE LIABILITY OF ZETEC WITH REGARD TO ITS PRODUCTS AND SERVICES.

LIMITATION OF LIABILITY: ZETEC's total liability for any and all losses and damages arising out of any and all causes whatsoever including, without limitation, defects in the goods, services, software, documentation, or site work supplied under this quotation, shall in no event exceed the purchase price of the applicable item(s). In no case shall ZETEC be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, direct liability or any other legal theory. Excluded damages include, but are not limited to; loss of profit, loss of savings or revenue, loss of use of the product or any associated equipment, downtime, the claims of third parties, including Buyer, damage to property or injury to personnel.

<u>COMPLIANCE WITH LAW AND EXPORT CONTROL:</u> Buyer agrees to take no action which will cause ZETEC to be in violation of any law. Such laws shall include but not be limited to the U.S. Export Control Laws and Anti-Boycott Laws as well as the laws of the exporting country. All exports of ZETEC goods shall be in accordance with the U.S. Export Administration Regulations. Diversions, use, export or re-export contrary to U.S. and local laws is prohibited. The Products may not be exported or re-exported to Cuba, Iran, Iraq, Libya, Sudan, North Korea or Syria or to entities and persons that are ineligible under U.S. law (i.e. on the U.S. Department of Commerce Denied Person List) to receive U.S. commodities, technology and/or software. Buyer agrees not to sell or attempt to sell any ZETEC goods to any person(s) outside the U.S. or to any person within the U.S. with the ultimate goal of exportation outside the US, except by agreement with ZETEC. It is ZETEC policy to fully comply with all applicable export control laws and regulations, including the U.S. Export Administration Regulations (15 CFR Parts 730-774). Under no circumstances shall sales be made contrary to U.S. and local export laws or regulations. It is the responsibility of Buyer to understand the seriousness of exporting ZETEC Products without proper licenses or authorizations. Violations can lead to large civil penalties, criminal charges and/or revocation of export privileges. Goods, technology, and/or software may NOT be re-exported to another country without the explicit and written consent of ZETEC.

FORCE MAJEURE: ZETEC shall not be liable for any delay or failure to ship or provision of services if such delay or failure is caused by circumstance(s) beyond ZETEC control, including but not limited to labor dispute, strike, embargo, war, riot, insurrection, civil commotion, fire, flood, accident, storm or any act of God, failure of supplies or transportation, governmental action or other causes beyond ZETEC's reasonable control.

<u>APPLICABLE LAW:</u> This quotation shall, in all respects, be governed by and construed in accordance with Washington State law, without application of conflict of laws statutes.

WEEE RECYCLING: It is the customer's responsibility to ensure that Zetec equipment is disposed of in accordance with local WEEE (Waste Electrical and Electronic Equipment) and hazardous material regulations.

23 May 2018 DOC 1006798