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Bulgaria Branch

Уестингхаус Електрик Швеция АБ  
Клон България

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04 август 2024

**Относно: ПРЕДАВАНЕ НА ИНДИКАТИВНО ПРЕДЛОЖЕНИЕ ЗА ИЗВЪРШВАНЕ НА НЕЗАВИСИМ АНАЛИЗ НА ДАННИ ОТ ВИХРОВОКОТОВ КОНТРОЛ СЪС СОНДИ +POINT И ARRAY 12x2 ОТ 3-ТИ ПАРОГЕНЕРАТОР НА 6 БЛОК 2024 ГОДИНА**

Референци: 1) *Пазарна консултация на основание чл. 44 от ЗОП за предоставяне на индикативни предложения за „Независим анализ на данни от вихротоков контрол със сонди +Point и Array 12x2 от 3-ти парогенератор на 6 блок 2024 г.“*

Уважаема госпожо Димитрова,

Във връзка с пазарна консултация за предоставяне на индикативно предложение за извършване на независим анализ на данни от вихротоков контрол със сонди +Point и Array 12x2 от 3-ти парогенератор на 6 блок по време на ПГР2024 и приложените към пазарната консултация технически изисквания, с настоящето писмо Уестингхаус Електрик Швеция АБ – клон България (Уестингхаус) има удоволствието да Ви представи индикативна, необвързваща техническа и финансова оферта.

## **I. ОБХВАТ НА ТЕХНИЧЕСКОТО ПРЕДЛОЖЕНИЕ**

Настоящата оферта се ограничава до изпълнението на следния обем дейности:

1. *Независим надзор по на процеса и процедурата, която се следва от специалисти на АЕЦ „Козлодуй“ за извършване на безразрушителен контрол на парогенератор 6УВ30W01, на шести енергиен блок на АЕЦ-Козлодуй с вихротоков метод*

Уестингхаус ще командирова 1 (един) инженер на площадката на АЕЦ „Козлодуй“ за 3 (три) календарни дни, който ще извърши независим надзор по на процеса и процедурата, която се следва от специалисти на АЕЦ „Козлодуй“ за извършване на безразрушителен контрол на парогенератор 6УВ30W01, на шести енергиен блок на АЕЦ-Козлодуй с вихротоков метод. АЕЦ „Козлодуй“ трябва да осигури достъп до площадката на АЕЦ „Козлодуй“ за специалиста на Уестингхаус.

2. *Независим анализ на данни от вихровокотов контрол със сонди +Point и Array 12x2 от 3-ти парогенератор на 6 блок 2024 година*

Уестингхаус ще извърши независима анализ на представителна извадка от събраните данни от проведения безразрушителен контрол на парогенератор 6YB30W01, на шести енергиен блок на АЕЦ-Козлодуй. Анализът ще бъде извършен от специалисти на Уестингхаус в офиса на компанията в Мадрид, Испания. Независимата оценка се ограничава до обработка на данни за:

- максимум 600 (шестстотин) броя топлообменни тръби (TOT) на 6YB30W01 получени със сонда Array 12x2
- максимум 100 (сто) броя топлообменни тръби (TOT) на 6YB30W01 получени със сонда +Point.

Оценката на получените с матрични сонди данни ще бъде извършена с използване на софтуер на Уестингхаус за анализ на такъв тип данни, ANSER.

Резултатите от извършената оценка ще бъдат представени в отчет, който ще бъде предаден на АЕЦ „Козлодуй“. Отчетът ще се предаде за преглед и одобрение и ще бъде разработен и предаден на английски език.

Техническо предложение отразява следните уточнения:

- Поради ангажираност на всички специалисти, които отговарят на техническите изисквания на АЕЦ „Козлодуй“, изпълнението на дейностите могат да стартират от 21 октомври 2024 година.
- Уестингхаус ще командирова 1 (един) инженер на площадката на АЕЦ „Козлодуй“ за период до 3 (три) календарни дни.
- Уестингхаус ще извърши независимата оценка на предадените данни в офиса на компанията в Мадрид, Испания. Дейностите ще бъдат изпълнение от до 3 (три) инженера на компанията, които ще имат необходимия опит и квалификация за изпълнение на този тип независима оценка.
- Инженерните услуги ще бъдат извършени съгласно СУК на Westinghouse Electric Company LLC.
- Изпълнението на договора ще изисква пълно техническо съдействие от страна на специалисти на АЕЦ „Козлодуй“.
- Изпълнението на договора ще се извърши изключително от служители на Уестингхаус и няма да се използват външни доставчици (подизпълнители).
- Изпълнението на договора няма да изисква закупуване на услуги или материали от външни доставчици.
- Всякакъв допълнителен обем дейности, извън представения в настоящия раздел, ще се считат за допълнителен обем.

## II. ЦЕНОВО ПРЕДЛОЖЕНИЕ

Прогнозната, индикативна цена за изпълнение на пълния обхват дейности, описани раздел I. на настоящата оферта е **€ 84,025.00** (осемдесет и четири хиляди и двадесет и пет евро) без ДДС.

## III. ЕТАП И УСЛОВИЯ НА ПЛАЩАНЕ

Цената ще бъде платена в евро чрез банков превод в полза на Уестингхаус по посочените във фактурата банкови реквизити.

Едно плащане в размер на 100% (с думи: сто процента) от стойността на договора ще бъде платено, в рамките на 30 (тридесет) календарни дни след приемане от страна на Възложителя на отчет от извършената независим анализ на данни от вихровокотов контрол със сонди +Point и Array 12x2 от 3-ти парогенератор на 6 блок на АЕЦ-Козлодуй.

#### IV. ГРАФИК ЗА ИЗПЪЛНЕНИЕ

Независимата оценка на представителна извадка от събраните данни от проведения безразрушителен контрол на парогенератор 6YB30W01, на шести енергиен блок на АЕЦ-Козлодуй ще бъде извършена в рамките на 5 (пет) работни дни след получаване на входните данни.

По-долу е представен индикативен, предварителен график за изпълнение на описаните в Раздел I инженерни дейности:

<u>Седмици от даване на фронт за работа</u>	<u>Година</u>	<u>Седмица от</u>	<u>Описание на дейността</u>
0	2024	21 октомври	Независим надзор по на процеса и процедурата, която се следва от специалисти на АЕЦ „Козлодуй“ за извършване на безразрушителен контрол на парогенератор 6YB30W01
0	2024	21 октомври	Предаване на входни данни от извършен безразрушителен контрол на парогенератор 6YB30W01
1	2024	28 октомври	Независим анализ на данни от вихровокотов контрол със сонди +Point и Array 12x2 от 3-ти парогенератор на 6 блок
2	2024	04 ноември	Предаване на първоначална редакция на отчет от независим анализ на данни от вихровокотов контрол със сонди +Point и Array 12x2 от 3-ти парогенератор на 6 блок
3	2024	11 ноември	Преглед от страна на Възложителя на отчет от независим анализ на данни от вихровокотов контрол със сонди +Point и Array 12x2 от 3-ти парогенератор на 6 блок и предаване на забележки
4	2024	18 ноември	Предаване на крайна редакция на отчет от независим анализ на данни от вихровокотов контрол със сонди +Point и Array 12x2 от 3-ти парогенератор на 6 блок
5	2024	25 ноември	Приемане от страна на Възложителя на крайна редакция на отчет от независим анализ на данни от вихровокотов контрол със сонди +Point и Array 12x2 от 3-ти парогенератор на 6 блок

#### V. ОБЩИ УСЛОВИЯ

Уестингхаус предлага да извърши обхвата дейности, описани в настоящата оферта изключително при условията на Приложение 1 към настоящата оферта.

#### VI. ОСИГУРЯВАНЕ НА КАЧЕСТВОТО

Уестингхаус предлага да извърши обхвата дейности, описани в настоящата оферта съгласно глобалната система за осигуряване на качеството на Уестингхаус. СУК на Уестингхаус отговаря

на изискванията на стандарт ISO 9001.

## VII. ВАЛИДНОСТ НА НАСТОЯЩАТА ОФЕРТА

Настоящото ценово предложение е валидно до 30 септември 2024 година.

## VIII. ВНАСЯНЕ НА ПРОМЕНИ В ОФЕРТАТА

Уестингхаус си запазва правото да променя тази оферта по каквато и да е причина, включително коригиране на цитираните цени, за да отрази взаимно договорени промени и/или промени в икономическите разходи (включително разходите за външни инженерни услуги и материали) или други увеличени разходи, пряко или косвено свързани с доставките прекъсвания на веригата, произтичащи от епидемия, пандемия или друга широкомащабна здравна криза или извънредна ситуация. Това включва, но не се ограничава до модификации, дължащи се на промени в обхвата на работа, графика (включително в процес на обработка и получаване на достъп до площадката на Възложителя), промени в правилата за 72 часа, нива на радиация, изисквания за здравно състояние на служителите, изискване за работа на смени, изисквания за оборудване/материали, поддръжка от централата и персонал.

## IX. КОНФИДЕНЦИАЛНА ИНФОРМАЦИЯ

Тази оферта, всяка финансова или друга подкрепяща информация, предоставена във връзка с нея, както и всички последващи съобщения, свързани с тази оферта, са собственост и съдържат информация, която е собственост на и поверителна за Уестингхаус Електрик Швеция АБ, клон България и може да се използва само за целите на оценката на офертата. Съответно не публикувайте, възпроизвеждайте (на хартиен или електронен формат), предавайте или разкривайте на друго лице, компания или трета страна извън вашата организация каквато и да е информация, съдържаща се или предоставена в подкрепа на това бюджетно предложение, без предварителното писмено съгласие на Уестингхаус Електрик Швеция АБ, клон България.

С получаването и запознаването с информацията в настоящата оферта, вие потвърждавате и се съгласявате, че тази информация е собственост и конфиденциална информация на Уестингхаус, всички разкрития ще бъдат предмет на приложимите закони за контрол на износа и че ще пазите тази информация в тайна и поверителност. Ако не сте съгласни с тези изисквания, трябва да се въздържате от четене на предоставената тук информация и трябва незабавно да върнете цялата информация на Уестингхаус.

В заключение, искрено се надяваме, че настоящата оферта отговаря на Вашите очаквания. Ако имате някакви въпроси относно тази техническа и финансова оферта, не се колебайте да се свържете с мен.

Заличено на осн. ЗЗЛД

С уважение

Иван Пирон

Управител

Уестингхаус

Managing Director

& Customer Solutions Manager Bulgaria ICS

Ivan  
Pironkov

клон България

Digitally signed by Ivan

Pironkov

Date: 2024.08.04

17:48:45 +03'00'

Приложения:

1) Общи условия за международни продажби на Westinghouse Electric Sweden AB

**WESTINGHOUSE ELECTRIC SWEDEN AB  
TERMS AND CONDITIONS OF INTERNATIONAL SALE**

The terms and conditions set forth herein by Westinghouse Electric Sweden AB (hereinafter "**Westinghouse**") are exclusive for equipment, spare parts, training materials, services, training or software furnished hereunder. Return of a purchase order ("**Purchase Order**") or other acceptance communicated to Westinghouse during the Westinghouse offer validity period will be sufficient to form an agreement in accordance with the terms and conditions provided hereunder and in the offer letter (hereinafter "**Agreement**"). Any additional or different terms and conditions submitted by purchaser (hereinafter "**Purchaser**") to Westinghouse in such Purchase Order or acceptance shall be deemed objected to by Westinghouse and shall be of no effect nor in any circumstance binding upon Westinghouse unless accepted by Westinghouse in writing. "**Party**" or "**Parties**" shall mean Westinghouse and/or Purchaser, as the context requires.

**1. PAYMENTS.** Payments shall be based on milestones or other invoicing frequency defined in the Westinghouse offer letter. Invoices are due and payable net thirty (30) days from the date of each invoice, to be made by wire transfer for the account of Westinghouse per the instruction in the invoice. Purchaser shall establish in favor of Westinghouse within thirty (30) days of the time the Parties enter into an Agreement an irrevocable letter of credit for an amount equal to one hundred percent (100%) of the quoted price plus, estimated price adjustment, where applicable. The letter of credit form and content shall be satisfactory to Westinghouse, shall be confirmed by a Swedish bank acceptable to Westinghouse, shall remain in full force and effect until all payments due under this Agreement have been made, and shall provide for payment of termination charges, where applicable. Westinghouse shall have no obligation to perform in any manner pursuant to any agreement until such letter of credit has been established. All expenses incurred in connection with the establishment and operation of the letter of credit, as well as any other bank charges incurred in making payments to Westinghouse, shall be for the account of Purchaser.

**2. DELAYED PAYMENTS.** Any past due amounts shall bear interest at a floating rate equivalent to the Swedish official reference prime rate set by the Central Bank of Sweden, plus 8%, payable each month or portion thereof that payment is delayed. If payments are not made when due, Westinghouse may, upon 15 days written notice, suspend all further work hereunder. Upon payment, the work will be resumed upon a mutually agreed schedule. If there exists a good faith dispute over the amounts to be paid, Purchaser shall pay the undisputed amount, but the disputed portion may be held in abeyance until resolution of the matter, with that portion ultimately determined to be due from Purchaser to Westinghouse, together with the interest charge specified above, due thirty (30) days after said resolution.

**3. TAXES.** The price includes such taxes as payroll taxes, unemployment taxes and social security taxes for employees of Westinghouse, and Westinghouse will assume the payment of all taxes, duties, tariffs or fees imposed by any tax authority in Sweden. All non-Swedish. taxes of any nature now or hereafter applicable in any manner to this transaction shall be Purchaser's obligation. Purchaser agrees to reimburse Westinghouse for any such non-Swedish. taxes which Westinghouse is required to pay upon submission of Westinghouse's invoice. Notwithstanding the foregoing, if possible, Purchaser will obtain from its appropriate governmental agency, on behalf of Westinghouse, its suppliers, and their respective employees, a valid exemption from any such non-Swedish taxes.

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**4. DELIVERY, TITLE AND RISK OF LOSS.** Delivery shall be per DAP (named place of destination) Incoterms 2020<sup>®</sup>, with the exception that Westinghouse will provide and bear costs of warehouse-to-warehouse cargo insurance, unless otherwise noted in the Westinghouse offer letter. Title and risk of loss shall pass to Purchaser upon delivery. Purchaser shall promptly unpack and inspect any shipment. If there is any apparent damage, Purchaser shall retain the packing and shipping container and immediately notify the carrier and Westinghouse and wait for further instructions, taking necessary steps to protect the shipment from further damage. Purchaser shall pay storage costs for any equipment for which the shipment date cannot be made for causes not attributable to Westinghouse or its suppliers, and Delivery shall be deemed to have occurred.

**5. FORCE MAJEURE AND EXCUSABLE DELAYS.** Notwithstanding anything to the contrary in this Agreement, neither Party will be liable to the other Party, nor deemed to be in breach of this Agreement, for any failure to perform, or any delay in performing, its obligations under this Agreement (other than the making of payments as and when due under this Agreement) to the extent it is prevented from or delayed in performing those obligations based upon a Force Majeure Event (as hereinafter defined). Upon the occurrence of a Force Majeure Event affecting a Party's performance hereunder, the Party claiming relief shall promptly notify the other Party in writing, providing a reasonably detailed explanation of the Force Majeure Event and its anticipated effect on the claiming Party's performance. The time for performance of the claiming Party's obligations shall be extended by a period necessary to overcome the effects of the Force Majeure Event, using commercially reasonable efforts to mitigate the impact to the extent practicable under the circumstances. For purposes of this Agreement, "***Force Majeure Event***" means any event or set of circumstances that (i) is beyond the control of the claiming Party; (ii) materially prevents or hinders such Party's performance of its obligations under this Agreement, in full or in part; (iii) is not due to the fault or negligence of such Party; and (iv) could not have been prevented or mitigated by such Party through the use of commercially reasonable efforts. Events that meet this criteria include, but are not necessarily limited to: earthquakes, hurricanes or other severe weather events or other natural disasters, flood, fire, war, terrorism, targeted cyberattacks, riots, acts of God, acts or failure to act or delay of governments (including, for avoidance of doubt, state and local government officials, customs officials and customs inspections delays, embargoes, sanctions, or denial, condition, suspension, delay or termination of any export control licenses or authorizations necessary for the claiming Party's performance), outbreaks of disease or infection, epidemics, pandemics, quarantines, national or local states of emergency, lockouts, strikes, or other labor disputes or shortages, restraints or delays affecting transportation carriers, inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage. (For the avoidance of doubt, a Force Majeure Event affecting a Westinghouse supplier or sub-supplier's performance shall be considered as a Force Majeure Event affecting Westinghouse's performance.) If Purchaser requests Westinghouse to take extraordinary measures to minimize the impacts of the Force Majeure Event, including but not limited to, changing personnel travel or equipment shipment basis, incurring supplier expediting costs, changing the staffing levels or work location, or other actions not planned in the original services scope or performance obligations, Westinghouse shall be entitled to compensation for the change in performance basis. In the event of a prolonged Force Majeure event, or where the continued performance is no longer commercially reasonable, Westinghouse shall have the right to suspend or terminate this Agreement. Westinghouse shall be compensated for all payments due up until the date of termination or suspension notice and any costs reasonably incurred for work performed beyond such date which are not otherwise due and payable under the terms of this Agreement but arise out of the Force Majeure event. **This Force Majeure provision shall take precedence over any conflicting or inconsistent provisions in this Agreement.**

**6. CHANGES.** Purchaser may request, or governmental laws and regulations may require, changes in the scope of work or in the implementation/performance of the work. The price, schedule and other pertinent

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provisions of this Agreement shall be adjusted by written agreement of the Parties prior to implementation of any change. Westinghouse shall not be required to make a change that involves a fundamental change in the underlying nature of the product or service. Any expenses of Westinghouse or its suppliers due to (i) excusable delays; (ii) changes in laws and requirements after the date of any agreement entered into pursuant to these terms and conditions; and/or iii) any change in scope including but not limited to additional inspections or tests required by Purchaser beyond those required by the technical specification, will be treated as a change to the scope of work. For any such changes or suspension of the work, Westinghouse shall be entitled to its reasonably incurred additional costs due thereto or as mutually agreed by the Parties.

**7. WARRANTIES.** Westinghouse warrants that equipment, spare parts and training materials will be free of defects in materials, workmanship and title; that services and training will reflect competent professional knowledge and judgment; and software will be free from errors which materially affect its utility as stated in the technical specification.

The warranty period for equipment and services shall expire 24 months from the date of delivery or performance of the services. The warranty period for spare parts and software shall expire 12 months from the date of delivery. The warranty period for training materials and training shall expire 6 months from the date of delivery of the training material or performance of the training. If Westinghouse has installed or provided on-site technical assistance with respect to the equipment, the warranty period shall expire 24 months from the date of completion of installation or 27 months from the date of delivery, whichever occurs first; if Westinghouse has installed or provided on-site technical assistance with respect to spare parts or software, the warranty period shall expire 12 months from the date of completion of installation or 18 months from the date of delivery, whichever occurs first. The foregoing warranty period will be appropriately shorter for those items (such as, but not limited to, consumables, seals, gaskets, and valve packings) which by normal industry practices have a shorter warranty period. Third-party equipment or software shall be warranted on a pass-through basis in the same manner and for the same period and extent provided by the original equipment/software manufacturer. The software warranty does not apply to software modified by or for Purchaser.

Nonconformities for which notification in writing within the warranty period is provided to Westinghouse by Purchaser, shall be corrected by Westinghouse, at its option, by any of the following methods: in the case of equipment, spare parts or training material, repair or replacement of defective part(s); in the case of service or training, reperformance of the nonconforming portion of the service or training; in the case of software, correction, in the medium originally supplied, or provision of a procedure to correct the operating effect of material errors; or, in the case of title, defense against claims of title defects; or, if such remedies are impracticable, Westinghouse may refund the purchase price for nonconforming equipment, spare parts, training material, services, training, or software, or provide another commercially reasonable alternative remedy. The warranty period for any remedied item shall be for the remaining period of the original warranty for such item.

Any warranty is conditioned upon proper handling and Purchaser providing decontamination and access (including disassembly, removal, replacement, reassembly and reinstallation of any equipment, material, or structures) to the extent necessary for Westinghouse to fulfill its warranty obligations. In addition, the warranty remedies set forth herein do not apply if the nonconformity is remedied by Purchaser or a third-party.

Westinghouse does not warrant nor represent shelf life for spare parts, or that completion of the training or the use of the training material will necessarily result in the successful qualification, licensing, or

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performance of trainees, or that the execution of any software shall be uninterrupted or error free or that its function and features will be usable in any of Purchaser's particular combinations or sequences.

**The warranties set forth herein are exclusive and in lieu of all other warranties whether statutory, express or implied (including all warranties of merchantability and fitness for purpose and all warranties arising from course of dealing or usage of trade). The remedies set forth, for the time and in the manner provided above, shall be Purchaser's exclusive remedies for defective or non-conforming work, whether claims are based in contract, in tort (including negligence or strict liability), or otherwise.**

**8. INTELLECTUAL PROPERTY.** Westinghouse shall defend, or at its option settle, any action brought against Purchaser to the extent based on a claim that any item furnished by it infringes any patent or copyright in Purchaser's country (an "**Infringement Claim**") and, if notified promptly in writing and given authority and assistance for the defense of same, Westinghouse shall pay the damages and costs awarded therein against Purchaser. If a claim of infringement is made, Westinghouse may, or if the use of the item is enjoined, Westinghouse shall, at its expense and option, either a) procure for Purchaser the right to continue using it: b) replace it with a non-infringing item: c) modify it so it becomes non-infringing; or d) remove it and refund the purchase price. These provisions do not apply to the extent an item is used other than in accordance with this Agreement (a "**Misuse**"), is furnished in accordance with designs supplied by Purchaser, or is modified or combined by Purchaser or others with items not furnished hereunder and, as a result of such Misuse, modification or combination, an Infringement Claim arises. If an Infringement Claim is brought against Westinghouse as a result of such Misuse, design, modification or combination, then Purchaser shall protect, defend, indemnify and hold Westinghouse and its directors, officers, employees, successors and assigns harmless to the same extent that Westinghouse has agreed to protect Purchaser herein. As an express condition precedent to Westinghouse's indemnification obligations hereunder, Purchaser agrees to: 1) promptly notify Westinghouse in writing of any claim, whether made or threatened; 2) give Westinghouse the sole authority to defend, compromise or settle the claim; and 3) provide to Westinghouse, at Westinghouse's reasonable cost, all available information and assistance regarding such claim in a timely manner. Westinghouse will not be responsible or liable for any costs, damages, fees, settlement of such suit or proceeding which is incurred or made without Westinghouse's prior written consent. Except as otherwise agreed to in writing by the Parties, Westinghouse shall own all right, title, and interest, in and to all tangible and intangible results and items arising in the course of performing or constituting the results of the work, including without limitation all ideas, inventions, know-how, documentation and data, and all intellectual property rights therein, including without limitation all current and future worldwide patents and other patent rights, utility models, copyrights, mask work rights, trade secrets, and all applications and registrations with respect to any of the foregoing. Westinghouse shall have the exclusive right to apply for or register patents, mask work rights, copyrights, and such other proprietary protections as it wishes. THIS IS AN EXCLUSIVE STATEMENT RELATING TO INTELLECTUAL PROPERTY RIGHTS AND ALL THE REMEDIES OF PURCHASER RELATING TO INFRINGEMENT.

**9. SOFTWARE LICENSE.** All software covered by these Terms and Conditions shall be provided in object/machine readable form. Westinghouse grants to Purchaser a nonexclusive, nontransferable license to utilize the Westinghouse application software furnished hereunder. Such license is limited to Purchaser's internal use at or for the unit with which such software is incorporated. All title and ownership of such software, including, without limitation, the copyright to such software, shall remain exclusively with Westinghouse or its suppliers. Purchaser may make a reasonable number of backup copies of such software for evaluation, installation, and maintenance. Purchaser shall not itself, or with the assistance of others, reverse compile, reverse engineer, or in any other manner attempt to decipher in



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whole or in part: i) the logic or coherence of any software licensed hereunder, or ii) the logic flow, circuit design and layout, or organization of components of any circuit board or other hardware sold hereunder. Third-party software provided by Westinghouse may be subject to a separate license agreement and/or registration requirements and limitations on copying and use, which, if applicable, will be provided on a pass-through basis.

**10. PROPRIETARY AND CONFIDENTIAL INFORMATION.** Specifications, drawings, data, software, know-how and any other information transmitted or otherwise disclosed by or on behalf of Westinghouse to Purchaser or accessed, observed or otherwise obtained by Purchaser in connection with Westinghouse's offer and any resulting sale to Purchaser ("**Information**") are the property of Westinghouse or its suppliers. Such Information is treated by Westinghouse or its suppliers as secret and confidential, and Purchaser agrees to treat such Information solely in accordance with this Article. Information marked '*proprietary*', '*confidential*' or the like, or Information which by its nature Purchaser should reasonably understand to be proprietary or confidential, is disclosed in confidence on a need to know basis on the condition that it is not to be reproduced or copied, recorded by video or audio, in-whole or in-part, or used for any purpose other than the purpose for which it is provided, and shall not be disclosed to third parties without the prior written permission of Westinghouse. In the event Westinghouse agrees that Purchaser may disclose Westinghouse Information to a third-party, Purchaser shall, prior to any such disclosure, enter into a nondisclosure agreement with the third-party which obligates the third-party to use such Information solely for the intended purpose under such agreement and prohibits the third-party from further disclosing such Information to any other third-party. Nothing herein shall apply to any information which is: (a) now generally known or readily available to the trade or public or which becomes so known or readily available through no act or fault of Purchaser or any third-party; or (b) at the time of disclosure was rightfully possessed by Purchaser without restriction; or (c) acquired from a third-party without restriction, provided that Purchaser does not know, or have reason to know, or is not informed subsequent to disclosure by such third-party and prior to disclosure by Purchaser that such information was acquired under an obligation of confidentiality, (d) independently developed by Purchaser without the use of any Information, as substantiated by appropriate documentation; or (e) disclosed pursuant to governmental or judicial requirement, provided however that Purchaser shall promptly provide Westinghouse with written notice of any request by a governmental or judicial authority in advance of Purchaser's compliance with such order so as to afford Westinghouse the opportunity to revise the Information to minimize the disclosure of Information or to allow Westinghouse to take such other action Westinghouse deems appropriate in order to oppose or prevent such disclosure of Information. Any permitted disclosure of Information to Purchaser's customer shall be subject to similar confidentiality provisions as described herein. All Information disclosed by Purchaser to any third-party shall carry the proprietary markings originally placed on the Information by Westinghouse or its suppliers. Purchaser shall be obligated to return or destroy the applicable proprietary information, if requested by Westinghouse. Notwithstanding any other provision in this Agreement, Purchaser's obligations set forth in the first paragraph of this Article shall remain in effect until such time as the Information falls into the public domain through no act or failure to act on the part of the Purchaser in accordance with the provisions of this Agreement or with any other confidentiality agreement entered into with any third party. To the extent Purchaser discloses its proprietary information to Westinghouse, Westinghouse agrees to treat Purchaser proprietary information in accordance with the provisions of this Article.

**11. LICENSES, PERMITS AND AUTHORIZATIONS.** Purchaser shall be responsible for all dealings with any governmental authority. This shall include obtaining, maintaining and paying for all licenses, permits and authorizations for the items furnished under this Agreement, except as otherwise specifically provided in the proposal. The obligation of Purchaser to pay for the items shall not in any manner be

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waived by the delay or failure to secure or renew or by the cancellation of any required licenses, permits and authorizations.

**12. GOVERNMENT REQUIREMENTS.** Purchaser agrees not to disclose, transfer, export, or re-export, directly or indirectly, any and all Westinghouse furnished items, including but not limited to proprietary information, technology, materials, equipment, spare parts, services, deliverables, training, training materials, software and other export controlled items furnished hereunder, or any direct products or technology resulting therefrom ("***Export Controlled Items***") to any country, natural person or entity, except in accordance with applicable export control laws, specifically the United States ("***U.S.***"), the European Union ("***E.U.***") (including the EU 2021/821), the United Kingdom ("***U.K.***"), and other applicable government export control laws and regulations ("***Applicable Export Laws***"). To assure compliance with the Applicable Export Laws of the United States Government, specifically the U.S. Department of Energy export regulations of nuclear technology under 10 C.F.R. Part 810 (U.S. Code of Federal Regulations), the Nuclear Regulatory Commission export regulations under 10 C.F.R. Part 110, the U.S. Department of Commerce export regulations of commercial or dual use items under 15 C.F.R. 730 et seq., and the U.S. Department of Treasury's sanctions programs and sanctions lists, Purchaser shall not disclose, transfer, export, or re-export, directly or indirectly, any Export Controlled Item it receives hereunder without the prior written permission of the Westinghouse, which may be contingent on additional United States Government and other applicable government approvals. Purchaser represents and warrants that (i) neither Purchaser nor its personnel (including its employees, contractors, officers, directors and principal owners) are currently included in any published lists maintained by the governments of the U.S., E.U., U.K., and other countries of persons and entities whose export or import privileges have been denied or restricted, (ii) Purchaser will not use the Export Controlled Items in any activity prohibited by 15 CFR Part 744, including without limitation nuclear, chemical, or biological weapons proliferation activities, and (iii) Purchaser will not disclose Export Controlled Items to any countries for which the U.S., the E.U., the U.K., and other applicable governments and international organizations maintain an embargo or to citizens or residents thereof if prohibited by such embargo. Notwithstanding the foregoing, Westinghouse may transfer or re-export Export Controlled Items to affiliates and sub-suppliers provided that such recipients are not included in any published lists of natural persons and entities whose export or import privileges are in any way restricted, which are maintained by the United States, the European Union, or other applicable countries and international organizations. Purchaser shall fully comply with all such Applicable Export Laws with regards to the Export Controlled Items it receives hereunder and shall cooperate in good faith with the reasonable requests of the Westinghouse made for purposes of its compliance with such laws and regulations. Notwithstanding any other provisions in this Agreement, the obligations set forth in this Article 12 shall survive so long as the relevant Applicable Export Laws are in effect.

**13. WASTE.** Purchaser hereby retains all right, title and interest in, and full and unqualified responsibility and liability for all waste, including but not limited to radioactive, hazardous and other waste (hereinafter "***Waste***") resulting from the services to be performed by Westinghouse hereunder. Purchaser shall be identified as the generator of such Waste and shall have the ultimate responsibility for the transportation and disposal of all such Waste. Any commitment of Westinghouse stated in its proposal to assist Purchaser by contracting for the transportation and disposal of the Waste resulting from the services shall be undertaken solely on behalf of Purchaser and under no circumstances shall Westinghouse be considered to be the generator of such Waste. Purchaser shall be identified as the generator of such Waste on all shipping documents and Waste disposal and/or transportation manifests. Purchaser shall release Westinghouse from and indemnify, hold harmless and defend Westinghouse and its affiliates, and their officers, directors, employees and agents from and against any and all loss, liability, including but not limited to liability for response costs, cleanup costs or similar costs under any

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federal or state statute, damage or injury to property, pollution or environmental contamination, personal illness, injury or death, fines, penalties, costs, claims demands and expenses (including costs of settlement and reasonable attorney's fees) (hereinafter "**Losses**") which may be caused by, arise out of, or in any manner be connected with the transportation and disposal of the Waste resulting from the services, including but not limited to any Losses based upon statute, regulation, strict liability, or Purchaser's violation of any law, rules, regulations, or orders or the negligence or willful acts or omissions of Purchaser agents, servants, contractors, or employees.

**14. NUCLEAR PROVISIONS (FOR NUCLEAR APPLICATIONS).** Purchaser shall indemnify Westinghouse against any liability or expense (including defense costs) which Westinghouse may incur to any person or entity, (whether based on negligence or any other cause whatsoever) for injury, death or property damage, including loss, loss of use, or damage, whether on-Site or off-Site, arising out of or resulting from a Nuclear Incident. Purchaser waives and will furnish written evidence that its insurers waive all rights of recourse and subrogation against Westinghouse for any injury, loss, damage, or loss of use of Purchaser's property or equipment wherever located, arising out of or resulting from a Nuclear Incident. If Purchaser is not the installation owner or operator, then Purchaser will cause the installation owner and/or operator to waive and furnish written evidence that their insurers waive all rights of recourse and subrogation against Westinghouse, for all such injury, death or property damage liability, and for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard. All such waivers shall be in a form acceptable to Westinghouse. Purchaser shall maintain or cause the installation owner and/or operator to maintain in force nuclear liability and all forms of property damage insurance, satisfactory to Westinghouse. Such insurance shall either name Westinghouse as an additional named insured or provide that Westinghouse shall be protected as its interests may appear. Purchaser shall furnish evidence that Westinghouse is fully protected against liability for a Nuclear Incident by national legislation in Purchaser's country and any required insurance or other equivalent financial protection. Westinghouse shall not be obligated to deliver the equipment or software and/or perform services until the insurance, indemnities, and waivers hereunder have been obtained and are in effect, with Westinghouse being covered insured and such national legislation is in force. The protection afforded by the provisions of this Article shall be in effect until the nuclear installation is permanently decommissioned. In no event shall Westinghouse be considered, or Purchaser deem or represent Westinghouse as, the operator of a nuclear installation. Purchaser shall or shall cause installation owner and/or operator to take such steps as are necessary to assure that the installation owner and/or operator is designated by the appropriate governmental authorities of Purchaser's country as the operator of the nuclear installation. Purchaser shall, without cost to Westinghouse, perform any required health physics and decontamination to the extent necessary for Westinghouse to perform its contractual obligations. For the purposes of this Article 15, "Westinghouse" shall include Westinghouse (as defined in the first paragraph of this Agreement), its subsidiaries, affiliated and parent companies, and their employees and directors and suppliers of any tier thereof and their employees. Nuclear Incident shall have the meaning no less broad than assigned to it by the Convention on Third-Party Liability in the Field of Nuclear Energy of 29th July 1960 (Paris Convention), as amended. This article shall prevail over any conflicting or inconsistent provisions in this Agreement.

**15. TRANSFER.** Except as otherwise provided herein, Purchaser may transfer any item serviced or furnished hereunder, provided that, prior to the transfer, Purchaser shall obtain for Westinghouse written assurances from the transferee of limitation of and protection against liability following the proposed transfer at least equivalent to that afforded Westinghouse and its suppliers hereunder. Transfer contrary to this shall make Purchaser the indemnitor of Westinghouse and its suppliers against any liabilities incurred in excess of those that would have been incurred had no such transfer taken place.

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**16. LIMITATION OF LIABILITY.** The remedies set forth herein are exclusive and under no theory of recovery, whether based in contract, in tort (including negligence and strict liability), under warranty, or otherwise, will either Westinghouse or its suppliers of any tier be liable for: (A) any indirect, incidental, special or consequential damage whatsoever; loss of profits or revenue; increased costs of any kind, including but not limited to capital cost, fuel cost and cost of purchased or replacement power; or claims of customers of Purchaser; and (B) an aggregate liability exceeding the total price paid to Westinghouse under this Agreement.

Westinghouse's liability for damage to Purchaser's property shall accrue to the above aggregate limitation of liability and shall be further limited to the extent of its negligence while performing work on Purchaser's site and shall in no event exceed the lesser of Purchaser's insurance deductible or total price paid to Westinghouse under this Agreement. Purchaser waives any rights to recover for damage to its property from Westinghouse above such amount, including rights of subrogation, whether claims are brought in contract, tort (including for negligence and strict liability) or otherwise. This article shall prevail over any conflicting or inconsistent provisions in this Agreement.

**17. SET OFFS.** Purchaser shall not have the right to set off the amount of any claim against Westinghouse arising out of any transaction or occurrence not connected with the performance or breach of this Agreement against any liability or payment due and owing to Westinghouse under this Agreement.

**18. ASSIGNMENT.** Neither Party shall have the power to assign this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void, provided, however, Westinghouse may assign this Agreement or any portion thereof to an entity in which Westinghouse holds a majority or controlling interest or which holds a majority or controlling interest in Westinghouse or which is majority held or controlled by the same parent entity.

**19. DISPUTE RESOLUTION/ ARBITRATION.** Notwithstanding an action for injunction or other equitable remedy which may be sought from any court of competent jurisdiction, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. Arbitration shall take place in Stockholm, Sweden before three arbitrators appointed under the Rules and shall be conducted in the English language. The arbitrators shall be bound to rule in accordance with the Governing Law and shall issue their opinion in writing setting forth the reasons, therefore. Each Party shall pay its own expenses, and the Parties shall share equally the compensation and expenses of the arbitrators. The arbitration procedures shall be covered by confidentiality.

**20. GOVERNING LAW.** This Agreement shall be governed by the laws of Sweden, without regard to its provisions for choice of laws or conflicts of laws and shall not be governed by the United Nations Convention for the International Sale of Goods.

**21. TERMINATION.** In the event this Agreement is terminated for any reason, Purchaser will be liable for reasonable and proper termination charges. Such charges will include a portion of the Price reflecting the amount of work performed, man-hours expended, materials acquired, and expenses associated with the termination, including but not limited to, any additional expenses incurred by reason of termination of Westinghouse's Agreements with its suppliers.

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**22. SURVIVAL.** The Intellectual Property, Software License, Proprietary Information, Government Requirements, Waste, Nuclear Provisions, Transfer, Limitation of Liability, and End User License Agreement (if applicable), shall survive the satisfaction, termination, expiration or cancellation of this Agreement or the Purchase Order to which these terms and conditions apply. No amendment, modification or alteration of these terms and conditions shall be binding unless the same shall be in writing and duly executed by the Parties. If any term or condition is under any circumstances deemed invalid, the remaining terms and conditions shall be construed with the invalid provision(s) deleted.