**Engineering, Procurement & Construction Contract**

**SRU K-1, K-2 AND 10K-1 WASTE HEAT UTILIZATION FOR STEAM PRODUCTION USING MECHANICAL VAPOR RECOMPRESSION (MVR) TECHNOLOGY**

**ANNEX No.9**

**PAYMENT SCHEDULE AND LIABILITIES**

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| --- | --- | --- | --- |
| **Rev.** | **0** | **1** | **2** |
| **Date** | **2025-05-27** |  |  |

# ARTICLE 1.0 PAYMENT SCHEDULE

* 1. The CONTRACT PRICE shall become payable in milestones, as indicated below, further referred to as “payments”.
     1. For the works performed the OWNER shall pay within ninety (90) calendar days after receipt by OWNER of a proper invoice and supportive documentation agreed by the PARTIES;
     2. For the materials delivered the OWNER shall pay within ninety (90) calendar days after receipt by OWNER of a proper invoice and supportive documentation agreed by the PARTIES.

Payments shall be effected by electronic bank transfer to CONTRACTOR’s nominated bank.

* 1. The CONTRACT PRICE

| Milestone # | Milestone Description | Portion, % | Execution date | Amount to be paid, EUR |
| --- | --- | --- | --- | --- |
| 1 | Technical Design preparation and State Construction Permit issue – 100% | 1 |  |  |
| 2 | M/C/I/E Detail Design “Issue for Construction”– 100% | 7 |  |  |
| 3 | M/C/I/E Materials delivery on SITE – 100% | 30 |  |  |
| 4 | M/C/I/E Construction works of MVR K-1 system – 100% | 13 |  |  |
| 5 | M/C/I/E Construction works of MVR K-2 system – 100% | 12 |  |  |
| 6 | M/C/I/E Construction works of MVR 10K-1 system – 100% | 12 |  |  |
| 7 | Mechanical Completion | 10 |  |  |
| 8 | Performance Test implementation | 5 |  |  |
| 9 | State Commissioning Acceptance | 5 |  |  |
| 10 | Documentation handover to OWNER – 100% | 5 |  |  |
|  | Total: | 100 |  |  |

1. The CONTRACT PRICE shall be paid in accordance with the CONTRACT Payment Conditions. Any invoice submitted, which fails to comply with the terms described in the CONTRACT including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs associated with the resubmission of a proper invoice shall be to CONTRACTOR’s account.
2. Supported documents will be defined and adjusted with respect to CONTRACTOR'S proposed MILESTONES at a later stage.

# ARTICLE 2.0 LIABILITIES

* 1. The PARTIES hereby confirm their mutual understanding that (i) timely achievement of the completion times according to TIME SCHEDULE, (ii) the quality of the PLANT in accordance with the CONTRACT as well as (iii) proper management of safety of people during CONTRACT implementation are essential requirements of the OWNER, violation of which shall constitute a material breach of the CONTRACT. In view of the above, the PARTIES have agreed fair terms of remuneration under the CONTRACT as well as fair and adequate sanctions to the CONTRACTOR.
  2. Unless the OWNER notifies otherwise, the CONTRACTOR shall implement every determined Milestone of PARTICULAR CONDITIONS Annex 5 - TIME SCHEDULE within indicated terms and conditions.
  3. The maximum amount of Liquidated Damages for delay shall be limited to 40% (forty percent) of the CONTRACT PRICE value per Paragraph 4 of the PC.
  4. The CONTRACTOR agrees that all sums payable by the CONTRACTOR to the OWNER as Liquidated Damages may be deducted by the OWNER from the price to be paid to the CONTRACTOR hereunder provided that the CONTRACTOR has refused to pay such Liquidated Damages within thirty (30) days from the date of notification by the OWNER.
  5. Sums payable by the CONTRACTOR to the OWNER as Liquidated Damages:

|  |  |  |
| --- | --- | --- |
| Description of late activities | Number of calendar days that activities are late | Daily Liquidated Damages Charge |
| Milestones No. 1 – 6, 8, 9, 10 | Each milestone for each calendar day | 0.05% of the CONTRACT PRICE |
| Milestone No. 7 | For each calendar day | 0.5% of the CONTRACT PRICE |

* + 1. For delay in completing each of the milestones No.1 – 6, 8, 9, 10 in relation to the Time Schedule, the CONTRACTOR shall pay the OWNER compensation in the amount of 0.05% of the agreed CONTRACT PRICE for each calendar day of delay until the date of actual completion.
    2. For delay in completing of the milestone No.7 - Plant Mechanical Completion in relation to the schedule, the CONTRACTOR shall pay the OWNER compensation in the amount of 0.5% of the agreed CONTRACT PRICE for each calendar day of delay until the date of actual completion.
    3. All other liabilities, the description of their occurrence and the method of their LD’s calculation are described in the relevant CONTRACT documents.

Any invoice submitted, which fails to comply with the terms of this Contract, including the requirements of form and documentation, may be returned to CONTRACTOR. Any costs associated with the resubmission of a proper invoice shall be to CONTRACTOR’s account.