

CONTRACT FOR SUPPLY OF EQUIPMENT AND TECHNICAL ASSISTANCE FOR THE DESIGN,  
INSTALLATION, COMMISSIONING AND MAINTENANCE OF ELECTRIC ENERGY STORAGE  
CAPACITY 64 MWh/10MW – CASIMCEA, TULCEA

No...../Date.....

This Contract is concluded between:

**1. Beneficiary : SC ELECTRICOM SA**, headquartered at Str. Popa Savu no. 79-81, sector 1, Bucharest, Romania, registered with ONRC under no. J1991003026409, with CUI RO3147317, legally represented by Mr. Sorin Bonciu, as Administrator.

**2. Contractor :** [Supplier name], headquartered in [address], registered with ONRC under no. [...], with CUI [RO...], legally represented by [name], in the capacity of [position].

**Art. 1 – Object of the contract**

1.1 The object of this contract is the provision of equipment and technical assistance for the design, installation, commissioning and maintenance of a BESS (Battery Energy Storage System) electrical energy storage system in "Before the meter" configuration, with a total nominal installed capacity of 64MWh/10MW, in two lots, namely - *it will be completed with the exact capacities of the winning bidder within the limits of +5% according to this contract model :*

Lot 1 Electricity storage capacity minimum 20MWh/10MW (discharge duration 2h), maximum 21MWh/10MW

Lot 2 Electricity storage capacity minimum 44MWh/10MW (discharge duration 4h), maximum 67.2 MWh/10MW

1.2 The storage system will be integrated into a renewable electricity production complex and connected to the National Grid (1 MW absorption from the grid), with an injection limitation of 10 MW.

1.3 The acquisition will contribute to increasing the flexibility of the energy system, integrating renewable sources, participating in balancing markets, capacity energy and optimizing self-consumption and grid injection.

1.4 The Beneficiary has the right to unilaterally renounce the acquisition of Lot 2 (storage capacity 44MWh/10MW), without penalties or compensation, no later than 30.10.2025, in any of the following situations:

- a) If the purchase prices for similar electricity storage systems decrease significantly (defined as a reduction of at least 5% compared to the price established by this contract); and/or
- b) In case the Beneficiary does not obtain the necessary financing for the implementation of Lot 2.

In any of these cases, the Beneficiary shall notify the Contractor in writing of the withdrawal from Lot 2 no later than 30.10.2025. The withdrawal from Lot 2 shall in no way affect the obligations and rights of the parties relating to Lot 1.

**Art. 2 - Minimum technical specifications ( will be completed with the exact capacities of the winning bidder, within the limits established in the specifications )**

2.1 **The storage system** complies with the following project requirements and applicable legal requirements:

The storage facility will have the following capacities: ( *to be completed with the exact capacities of the winning bidder within the limits of maximum + 5%, according to this contract model* )

- 10 MW nominal power at AC level, continuous minimum 1 hour),
- minimum 64MWh total storage capacity (at AC level - for Lot 1 of minimum 20MWh, discharge for minimum 2h at 100% capacity, maximum +5% and for Lot 2 of minimum 44MWh, discharge for minimum 4h at 100% capacity, maximum +5%.

The storage facility will be connected to a voltage of 20 kV and will consist of modules, with unitary powers specific to the production technology.

The installation will have the following main features:	Shifting renewable electricity production to certain time slots
Functions:	Frequency adjustment
Execution	Modular - Insulated metal/concrete envelopes
Nominal voltage of the system connection	20 kV
System frequency	50Hz
Rated power / capacity: (net values at 20 kV voltage):	10 MW / 64 MWh

BESS components and associated auxiliary equipment must have the free working space required by applicable regulations, and electrical circuits must be in enclosures/housings with a degree of protection in accordance with the appropriate environmental classification.

The contractor will supply and install the fire detection and extinguishing system and will comply with the guidelines in the applicable legislation.

### **PCS power conversion system with the role of ensuring AC/DC/AC conversion**

State-of-the-art bidirectional inverters, ensuring the battery connection to the alternating current system and operation in charging/discharging modes, with a pure sine wave, with the level of harmonics generated in the network within the standardized energy quality values by NTE 012/14/00 - SR EN 50160.

The inverters will be certified for compliance with the relevant technical requirements, established by ANRE and the Network Operator's technical norms, regarding:

- P – Q capability curve
- stability in operation
- fault bypass
- frequency stability
- disturbances introduced from the point of view of power quality according to EN 50160
- voltage stability
- reactive power regulation at the connection point
- the response mode to variations in active power and reactive power commands.

The inverters must be tested according to the European standards in force, EN50549-1; EN50549-2; EN50549-10; VDE AR-N 4110, for which the Contractor shall provide proof of conformity certificates at the time of submitting the bids.

**20 kV/jt power transformers** for the AC side connection of the inverters to the grid will be sized specifically for operation associated with static power converters.

The transformers will comply with international standards SR EN 60076 and IEC 62271-202 (series of standards), with the following functions: they will charge the batteries and supply the consumption of their own services, respectively discharge the power from the batteries by raising the AC voltage of the inverters to the network voltage of 20 kV, 50 Hz.

Transformers must be able to withstand overloads without exceeding the permissible overtemperatures, according to IEC 60076-7. The overtemperature at the hottest point of the windings must not exceed the values specified by the manufacturer, when the transformer is operating in nominal or overload mode (overloads according to IEC 60076-7), under the specified environmental conditions.

The operating mode will be continuous, including under overexcitation conditions at a voltage to frequency ratio exceeding by a maximum of 5% the nominal voltage to nominal frequency ratio.

Transformers supplied on the medium voltage side, with a voltage equal to the maximum operating voltage of the network, must be able to withstand, without damage or dangerous temperatures, the thermal and dynamic stresses caused by three-phase, two-phase or single-phase short circuits at the terminals, with a maximum duration of 2 s.

In accordance with Regulation (EU) No. EU Reg. 2019/1783 regarding medium and large power transformers, as amended, the value of the maximum efficiency index and the power at which it occurs will be specified.

The transformers will be equipped with active part temperature and oil level monitoring systems (as applicable).

The supplier undertakes to deliver and install the medium voltage equipment related to the transformer (including switchgear/MV cubicles) without SF<sub>6</sub> gas or other fluorinated greenhouse gases with high global warming potential, in accordance with **Regulation (EU) 2024/573 of the European Parliament and of the Council of 7 February 2024** ("F-Gas Regulation III").

In accordance with **Annex IV, point 1** of the regulation, "starting January 1, 2026, the commissioning of medium voltage electrical equipment ≤ 24 kV containing SF<sub>6</sub> is prohibited", with the exceptions expressly provided for in the regulatory act.

The supplier will present, upon delivery, **the EC Declaration of Conformity** and the technical documentation issued by the manufacturer, which explicitly states that the equipment is **SF<sub>6</sub>-free** and compliant with applicable European legislation.

In case of non-compliance, the Beneficiary has the right to reject the receipt of the equipment without penalties or additional costs for it, the Supplier being obliged to replace the equipment at its own expense, within a maximum period of 30 calendar days from notification.

#### **Automation, control, BESS-SCADA system:**

An automation system will be provided for managing the storage system, which will govern the selected operating modes at the set parameters.

This system will allow the Beneficiary to monitor and diagnose, tracking charging, discharging, operating data, and essential electrical and non-electrical parameters.

The monitoring systems will include a historical database and a real-time data portal in accordance with ANRE order no. 233/2019 regarding industrial control systems (automation and SCADA) in ELECTRICOM SA installations. The data will be made available for download to the Beneficiary. The stored data, the archiving period and the sampling time will be those provided for by ANRE order no. 233/2019, to which specific quantities of the storage system will be added:

- Battery SOC state of charge
- Battery SOH technical condition
- Ambient temperature, hourly average at hourly intervals, from on-site measurements

The monitoring system will report actual system performance and an estimate of expected performance.

The system will allow the Beneficiary to interact with the BMS battery management system to update settings and change setpoints.

Data from the BMS and SCADA level will be available for download and integration into the ELECTRICOM SA SCADA system.

The system will be provided with real-time display facilities, HMI, workstation. The system will allow compensation of CEM ELECTRICOM SA imbalances, a function that will be activated/deactivated from the operator interface.

The power quality analyzer will be class A, PSL certified.

### **Tires/containers**

The storage facility will be modular, delivered and assembled in prefabricated construction, in metal/concrete containers, which will be placed on a free site in the outdoor station, respecting the electrical air insulation and protection distances in accordance with the provisions of the design standards for alternating current electrical installations above 1 kV, SR EN 61936-1.

The layout for BESS will ensure:

- access routes for operation, maintenance, dismantling and replacement of equipment;
- construction resistant to water penetration and environmental factors on site, including insects;
- compartmentalized construction, with fire-resistant separations for: batteries, respectively control, protection/separation equipment;
- lithium-iron-phosphate batteries , required by the manufacturer;
- ventilation, air conditioning, cooling installations, suitable for maintaining the gas concentration and temperature inside within the limits specified by the standards and the manufacturer;
- dedicated wiring routes;
- local safety devices that cannot be overridden by automation/remote controls;
- inside, access and work spaces for operation, inspection, maintenance, dismantling and replacement of equipment;
- fire escape routes, outward-opening doors with anti-panic bars;
- security against unauthorized access (for example by using a key or tool for access);
- The degree of resistance to mechanical impact of the tire will be at least 10K, according to EN 62262.

The modules that form the storage facility will be brought on the road trailer to the assembly site, where they will be unloaded onto the concrete foundation prepared in advance by the BENEFICIARY.

After fixing the containers to the foundation, all separately delivered accessories will be installed and, after checking the integrity of the supply, the connection connections to the existing installations in the station will be made.

The storage facility's own services will be provided internally through the main connection to the 20 kV collector station.

### **BESS safety requirements:**

The BESS will have a data acquisition, monitoring, and alarm system. The system will be described in the bidder's technical proposal and will include:

- Complete monitoring of electrical energy and related operational data, including voltage, current and system temperature.

- Visual and audible alarms if there is a potential safety hazard.
- Notification when preventive maintenance is required.
- System-level alerts are provided by the manufacturer through the client interface.

The BESS shall contain protective relays, circuit breakers or fuses that self-protect the BESS in the event of internal electrical faults. The circuit protection devices shall be set and adjusted according to a short-circuit and protection coordination (selectivity) study, which shall include detection of earth faults, over/undervoltage, overcurrent and overtemperature, lightning protection, electrostatic dissipation;

For the DC part of the inverters, the voltage class will be chosen in correlation with the maximum voltage allowed by the inverter according to IEC 62109-1;

The offer will include a comprehensive plan regarding the systems for detecting and mitigating the thermal packaging of the battery cells in the BESS, which includes verification of the operation of the thermal control, protections against abnormal operation of the ventilation and temperature control subsystems;

In the event of a failure of the auxiliary service, control or communication systems, the BESS installation must be designed to limit the risk of fire or damage and be able to automatically enter a safe state;

Devices ensuring a visible disconnection that isolates the BESS will be installed in accordance with the rules and connection requirements of the Network Operator;

All electrical equipment, enclosures, disconnecting devices and overcurrent protection devices must be clearly marked and identified. The markings must refer to the same names as those mentioned in the final design drawings;

A fire detection, alarm and extinguishing system must be provided, as required by the applicable regulations or requested by the manufacturer;

Instructions shall be displayed for operations that operating and maintenance personnel must perform, such as shutting down the system during an emergency, using the disconnecting devices in the on-line, off-line or for maintenance of the BESS. Safe working procedures shall be established for maintenance, repair, fault finding and inspection, including operating and maintenance instructions that ensure the separation and firm earthing of live parts (if possible), the necessary personal protective equipment ('PPE'), and signage at the workplace.

### **Relay protection installation**

The protection of each 20 kV/jt power transformer related to the storage batteries will be achieved with a digital relay with multiple protection functions included and with extended control and monitoring functions.

The control-protection functions that will be activated in the relay will be specific to the elements protected at this voltage level and will be established in the technical project. These functions will be activated, as appropriate, also in the relays of the connection cells in the 20 kV collector station.

The usual functions in this case:

- control of cell circuit breaker connection/disconnection, locally and remotely, respecting the interlocks;

- network parameter measurement: phase currents, line and phase voltages, powers (active, reactive and apparent), energy (active, reactive, apparent), power factor, frequency, load curve;
- monitoring the position of primary equipment;
- counting the number of short-circuit trips and indicating short-circuit currents;
- secondary circuit monitoring (current and voltage);
- maximum phase current protection, non-directional, non-timed / timed for operation on short circuits between phases - 50,51 (PIOC, PTOC)
- maximum homopolar, non-directional time-delayed protection provided against single-phase short circuits (the network neutral is treated by resistance) - 51N (PTOC);
- maximum voltage protection 59 (PTOV) provided to protect the battery against defects that may be caused by overvoltages;
- minimum voltage protection 27 (PTUV) provided to prevent damage caused by transient overvoltages;
- monitoring the integrity of the tripping circuits, both in the open and closed positions of the circuit breaker;
- binary inputs for triggering by internal arc protection;
- logical functions;
- supervision of current and voltage circuits;
- supervision of operational current circuits;
- data recording: event recordings, fault recordings, oscillograms;
- self-monitoring and self-diagnosis;
- interface for communication with SCADA;
- interface for local parameterization;
- standardized communication protocols;
- local optical signaling with configurable LEDs.

Internal arc protection as protection against faults on the MV busbars and in the other compartments of the 20 kV switchgear.

The protections will command the tripping of the 20 kV circuit breaker and the corresponding low voltage circuit breaker.

#### **Own service installation 0.4 kVa.c.**

The own services as well as those of the storage system will be provided internally, from the alternating current side of the inverters, or from the connection to the 20 kV station, through adaptation transformers included in the supply, which will be sized to take over the entire consumption of the own cooling, HVAC, lighting, and power installations.

The storage system's own CC services will be provided internally.

Depending on the needs, a backup power source will be provided if required by the BESS manufacturer.

#### **Special tools and devices**

The Contractor will provide the Purchaser with a complete set of tools, devices and equipment necessary for the dismantling, assembly and maintenance of the installation.

All tools and mounting devices will be delivered in good time to be available for mounting the first group of batteries/PCS.

The contractor will deliver a dedicated tool kit, which will be used during assembly and which will remain in the plant after completion of the work.

### **Inscription plates**

Permanent plates will be installed on each piece of equipment to indicate the nominal characteristics according to product standards. The plates will be written in Romanian and will be installed in a visible place.

For each new equipment, the manufacturer's name and symbol, the type and series of the equipment, the main working characteristics of the equipment will be engraved or printed on the nameplates. In special cases, the Purchaser may also request the inscription of the functional diagram.

The inscription plates will be made of non-hygroscopic material resistant in the long term to the action of environmental factors, with engraved or printed letters, in contrasting colors.

### **Spare parts**

Spare parts and initial equipment will be presented by the Contractor in the Offer (in a separate list) according to his experience, depending on the volume of works that are the subject of the Contract, in such a way as to allow the assembly and commissioning of the system but also to ensure the warranty, as specified in these specifications and in the contract model.

### **Standardization and technical compliance**

If this contract does not expressly mention a specific applicable technical or regulatory standard, the standards and regulations provided for in the Terms of Reference for the procurement procedure, which are an integral part of this contract, shall apply. In the event of any inconsistencies between this contract and the Terms of Reference, the more restrictive and more favorable provisions to the Beneficiary shall prevail.

### **Art. 3 – Value and payment methods**

3.1 Total value: .....without VAT, as follows:

- ..... without VAT for Lot 1, respectively 20MWh/10MW storage system
- ..... without VAT for Lot 2, respectively 44MWh/10MW storage system

a) The Contract Price shall be paid in instalments. The structure and conditions of precedence for the execution of these instalments shall be agreed between the parties at the negotiation stage and should take into account the following fixed conditions:

Payment stages for Lot 1

- 15% advance with payment order after signing the contract under the condition that the Contractor establishes a performance guarantee for the contract in the form agreed with the Beneficiary

- 65% by documentary letter of credit upon delivery of the equipment DDP Casimcea or FCA European Union member country; for the avoidance of doubt, this letter of credit will be established 30 days before the manufacturing tests of the equipment;
- 20% with payment order after commissioning and testing 30 days

#### Payment stages for Lot 2

- 15% advance payment with payment order after signing the contract under the condition that the Contractor establishes a performance guarantee for the contract in the form agreed with the Beneficiary
- 65% by documentary letter of credit upon delivery of the equipment DDP Casimcea or FCA European Union member country; for the avoidance of doubt, this letter of credit will be established 30 days before the manufacturing tests of the equipment;
- 20% with payment order after commissioning and testing 30 days

Payment of the installments related to the payment stages will be made within a minimum period of 30 days from the date of receipt of the invoice, based on the verification and approval of the stage by the Beneficiary.

#### b) Price adjustment

The contract price will include all taxes and duties. The contract price will be paid in RON/EUR and will not be subject to escalation, currency fluctuations.

For the avoidance of doubt, the Price will not be adjusted even if certain technical deficiencies in the initial project are found, the Bidder being obliged to remedy the problems at its own cost.

#### **Art. 4 – Duration of the contract**

4.1 The total implementation duration is max. 12 calendar months from the signing of the contract. Deliveries will be made under the condition DDP Casimcea or FCA Country of the European Union, within a maximum period of **6 months from the signing of the contract for Lot 1 and respectively 6 months after the written confirmation of the Beneficiary regarding the purchase for Lot 2.**

**FCA European Union Country** deliveries , deliveries will be made in such a way that the equipment can be taken over and brought to Casimcea within the deadlines mentioned above, namely within a maximum of 6 months from the signing of the contract for Lot 1 and a maximum of 6 months from the written confirmation of the Beneficiary regarding the purchase for Lot 2.

#### **Art. 5 – Guarantees**

## **5.1 GOOD PERFORMANCE GUARANTEE**

5.1.1 As a condition for any payment made by the Beneficiary under this Contract, the Contractor must submit to the Beneficiary, **no later than the date of commencement of the contract performance** , a **performance guarantee of 8% of the** corresponding contract value issued directly by an **Acceptable Financial Entity** , which means a financially sound and reputable bank with a credit rating of at least A (Standard & Poor's or equivalent) and A3 (Moody's or equivalent) or another financial institution approved in writing by the Beneficiary.

**5.1.2 Good faith guarantee execution is irrevocable , unconditional and payable on the first demand of the Beneficiary , without objections from the issuer ,** within a maximum of 3 days from receipt APPLICATION written payment .

**5.1.3** The beneficiary has the right to execute good warranty execution , in full or partially , in EVENT in which the Supplier :

- a) not MEETS obligations CONTRACT in accordance with the terms the contract ;
- b) refuses or delay unjustified Troubleshooting SOME FAULTS found during the execution period or guarantee ;
- c) is located in impossibility to continue the contract for attributable reasons his .

**5.1.4** Execution good faith guarantee execution does not exonerate The provider of its contractual obligations and does not limit right The beneficiary to request reparation for injury suffered , if this EXCEED AMOUNT warranty .

**5.1.5** Good warranty execution will remain APPLY up to 30 days after the date of final acceptance of the works / system and the Certificate of Performance or until the expiration warranty period technique , after case . Restitution or release the warranty will only be made after confirmation written statement of fulfillment to everyone obligations contractual by Supplier .

## **5.2 EQUIPMENT WARRANTY**

- Equipment warranty: \_\_\_\_ years
- Battery capacity guarantee: \_\_\_\_% at end of guaranteed cycle
- Work warranty: \_\_\_\_ months
- System availability:  $\geq$  \_\_\_\_%
- Warranty technical service: included

5.2.1 The Contractor must provide a warranty period of \_\_\_\_ years from the signing of the acceptance report to the Beneficiary. In terms of objections, the warranty period begins from the date of remediation of all deficiencies.

5.2.2 In the event of defects occurring during the warranty period, which are not attributable to the Beneficiary, the Contractor will be obliged to treat and remedy the defects found during the warranty period, within the following deadlines:

- within 72 hours of the Beneficiary's Notification regarding the identification of a defect, the Bidder is obliged to appear at the investment address in order to make its own diagnosis regarding the event;
- provided that the remedy of the defect does not involve spare parts, the Contractor is obliged to remedy the defect notified by the Beneficiary within 48 hours;
- in the event that the remedy of the defect involves the ordering of spare parts, the Contractor is obliged to remedy the defect notified by the Beneficiary within 7 days. For the avoidance of doubt, the Contractor guarantees that he will maintain in stock throughout the duration of the works and the warranty period the minimum stock of spare parts provided for in Annex no. 6 in order to be able to carry out any interventions within the time limit provided for above.

5.2.3 **The clause regarding serial defects** must be included in the warranty offered, respecting the following minimum requirements:

- a) The warranty period for Serial Defects must be equal to the warranty period of the product.
- b) The Manufacturer must verify the claim regarding Serial Defects within 2 weeks of notification to the Customer.
- c) The Manufacturer must fully remedy all confirmed Serial Defects on all items of the affected type, once the Serial Defect Threshold has been reached, regardless of whether each individual item is affected or not, at no cost to the Customer.
- d) If a Serial Defect is identified, the warranty period for all replaced, repaired or otherwise remedied components will resume and will be valid for the entire duration of the Manufacturer's Warranty, starting from the date of installation and commissioning of the replaced or repaired equipment.
- e) Series Defect Threshold:
  - Cells: 10% of total cells supplied
  - power conversion systems (PCS): 10% of total power conversion systems (PCS) supplied
  - Medium voltage substations

Serial defects are understood as recurring problems that occur in a larger number of modules or equipment in a batch/factory ( **≥ 5% of the modules**). a manufacturing **batch** Presents the same defect or **≥ 10 units** - e.g. 10 modules / 10 racks **FAULTS** in the same way ), as these are not isolated incidents.

The Contractor will remedy, free of charge, any defect that occurs both during the execution of the works and during the warranty period, according to the provisions of this Contract Supply and Technical Assistance for the design, installation, commissioning and maintenance of the storage capacity.

5.2.4 The contract guarantees that spare parts and any other technical components necessary to carry out any remedial or augmentation interventions will be available even after the warranty period has expired, within a post-warranty phase of at least 15 years.

**Art. 6 – Reception** ('Open for Negotiation')

6.1 • Preliminary acceptance: upon completion of the works

6.2 • Final acceptance: after load testing for 30 days with minimum 95% availability

6.3 • Performance tests: arbitration, tuning, response curves

**Art. 7 – Penalties** ('Open for Negotiation')

7.1 • Delivery/execution delay: minimum 0.1% / day of the contract value

7.2 • Performance deficiencies: penalty proportional to the deviation from performance

**Art. 8 – Maintenance and Service** ('Open for Negotiation')

8.1 • Technical support: included in the warranty period

8.2 • Optional: O&M contract for \_\_\_ years

8.3 • 24/7 remote monitoring

**Art. 9 – Requirements regarding the application of the DNSH principle “DO NOT SIGNIFICANTLY HARM”**

The Contractor shall comply with the relevant requirements regarding the application of the "do no significant harm" principle (DNSH) according to the European Commission Communication on the application of the principle under the Recovery and Resilience Mechanism Regulation, including with reference to: the provisions of the European Commission Notification - Technical Guidance on the application of the "Do no significant harm" principle under the Recovery and Resilience Mechanism Regulation (2021/C 58/01) and the provisions of the European Commission Delegated Regulation (C (2021) 2800/3) supplementing Regulation (EU) 2020/852 of the European Parliament and of the Council of the European Union

## **Art.10 - Other clauses**

### **10.1 • Confidentiality**

10.1.1 The contracting parties undertake to treat all information and documentation of which they have become aware during the joint activities as confidential information.

10.1.2 Confidential Information represents any information regarding professional secrets, as well as information that could be of interest to the competition of the parties and that each party discloses or is known by the other. verbally, in writing, or on other tangible or intangible media, including, but not limited to, information relating to discoveries, ideas, concepts, trade secrets, techniques, projects, specifications, plans, sketches, diagrams, layouts, logic diagrams, software, computer programs, bidding documents, strategic plans, development plans, marketing/financial/business plans, names of employees, customers or suppliers, as well as other technical, financial or business information, regardless of whether or not this information is expressly marked: secret, confidential, personal or proprietary.

10.1.3 Confidential Information does not include information about which one of the parties can prove that:

a. are created independently by each party and are not related to this Agreement;

b. are made public by one of the parties, but only from the date on which the respective information becomes public in this way.

10.1.4 Each party undertakes not to disclose Confidential Information provided by the other. to any third party, regardless of whether or not they need the Confidential Information.

10.1.5 Each party shall treat Confidential Information provided by the other party with the same care as it treats any other information of the same nature. The care given to the confidentiality of the information shall, in all cases, be equal to the care that any legal or natural person would, in similar circumstances, take to protect the confidentiality of its own information.

10.1.6 All information related to the joint activity of the two parties will be treated as strictly confidential, and each party undertakes:

- not to copy, multiply, distribute, disclose, in any way, in whole or in part, to any third party (persons, companies, corporations or entities) any of the Confidential Information or aspects related thereto, provided or taken over from the contracting party;

- not to allow third parties access to Confidential Information.

10.1.7 If one of the parties finds or discovers that the Confidential Information has been, in an unauthorized manner, disclosed, lost or used for purposes other than those established in this contract, it shall promptly notify the management of the other party accordingly.

10.1.8 Each party acknowledges and agrees that the actual violation of the clauses of this Contract may cause damage to the other party, who will bear the consequences or their equivalent established amicably or through the competent courts.

10.1.9 The confidentiality obligation will survive a period of 5 years after the termination of the contract.

## **10.2 Transfer of ownership upon full payment**

10.2.1 Once the full payment of the value of the equipment put into operation has been made, the transfer of ownership will take place from the Contractor to the Beneficiary.

10.2.2 For the avoidance of doubt, the transfer of ownership and related risks will only take place after the equipment has already been delivered to the implementation location and installed by the Contractor, until such time as the risk of accidental loss of the equipment belonging to the Contractor.

## **10.3 Dispute resolution: competent courts in Romania**

10.3.1 Any dispute resulting from the interpretation, conclusion, execution and termination of this contract will be under the jurisdiction of the courts in Bucharest, depending on the value of the subject matter of the claim and will be governed by the provisions of the Romanian Civil Code and the Code of Civil Procedure.

## **10.4 Force majeure**

10.4.1 Force majeure, as regulated by the provisions of Art. 1351 paragraph (2) of the Civil Code, exempts from liability the party that invokes it and proves it. Fortuitous event does not exempt from liability.

10.4.2 If Force Majeure or its consequences last more than 2 calendar months, either contracting party may request termination of the contract.

10.4.3 In this clause "Force Majeure" means any external, unpredictable, absolute event invincible and inevitable, which totally or partially exempts contractual obligations.

10.4.4 Force Majeure may include, but is not limited to, as long as the conditions set out in art. 10.4.3 are met only to exceptional events or circumstances of the type listed below:

- (i) war, hostilities (whether war is declared or not), invasions, acts of foreign enemies,
- (ii) rebellion, terrorism, revolution, insurrection, military or coup d'état, or civil war
- (iii) riots, disturbances and disorder, strikes and lock-outs caused by anyone other than the Personnel of the Contracting Parties and other employees thereof or Sub-Contractors,

(iv) munitions of war, explosive materials, ionizing radiation and contamination with radioactive substances, except in cases where the use of the munitions, explosives, radiation or radioactivity can be attributed to one of the Parties.

(v) natural disasters such as earthquakes, storms, typhoons, or volcanic eruptions.

For the avoidance of doubt, Force Majeure must directly affect the party invoking it and cannot be overcome in any way by it (including by purchasing more expensive services/equipment to achieve the object of the contract).

10.4.5 If a Party is or will be prevented from performing its obligations under the Contract by a Force Majeure Event, then that Party shall notify the other Party of the events or circumstances constituting Force Majeure and shall specify the obligations from which it is or will be prevented from performing. The notification shall be sent within 7 days after the Party becomes aware (or should have become aware) of the events or circumstances constituting Force Majeure, together with the appropriate evidence issued by the Romanian Chamber of Commerce and Industry.

10.4.6 The party that sent the notice will be exempted from fulfilling those obligations which, and during the period in which, Force Majeure prevents it from fulfilling.

10.4.7 Each Party shall, where possible, use its best efforts to minimize any delay due to Force Majeure in the performance of the Contract.

10.4.8 When a Party ceases to be affected by Force Majeure, it shall send a notice to the other Party.

**10.5• Partial subcontracting is permitted only with the written consent of the Beneficiary**

If necessary ('Open for Negotiation')

**Annexes that are an integral part of this contract:**

- Annex 1: Complete BESS technical specifications
- Annex 2: Single-wire electrical diagram
- Annex 3: Execution plan and Gantt chart
- Annex 4: Matrix of responsibilities for the provision and technical assistance for the design, installation, commissioning and maintenance of the BESS system
- Annex 5: Operation and Maintenance Manual
- Annex 6: List of equipment and spare parts delivered to Casimcea together with the BESS systems

- Annex 7: List of battery and inverter subcomponent suppliers (if applicable)

This Contract shall take effect from the date of its signing by both parties.

Drawn up in Romanian in 4 (four) original copies, of which 3 (three) original copies for the Beneficiary and 1 (one) original copy for the Contractor.

**For Beneficiary**

**For Contractor**

**SC ELECTRICOM SA**

**PRESIDENT - ADMINISTRATOR,**

**Esq. SORIN BONCIU**

ANNEX 1 - BESS full technical specifications

Annex 2: Single-wire electrical diagram

Annex 3: Execution plan and Gantt chart

Annex 4: Matrix of responsibilities for the provision and technical assistance for the design, installation, commissioning and maintenance of the BESS system

**1. Purpose of the document**

This annex establishes the technical and organizational responsibilities of the Supplier and the Beneficiary for the entire duration of the project, including the design, delivery,

installation, commissioning and testing phase of the Energy Storage System (BESS) with a nominal capacity of 64 MWh within both lots. The document is an integral part of the contract and has the role of ensuring effective coordination between the parties.

## **2. Responsibilities by project phase**

### **Design phase**

- The supplier provides technical assistance for design, validation of plans and verification of equipment compatibility.
- The beneficiary provides all the data necessary for the implementation of the project.

### **Delivery phase**

- The supplier is responsible for packaging, transporting and insuring the equipment to the installation site.
- The beneficiary ensures access to the location and the necessary reception formalities.

### **Installation phase**

- The supplier provides on-site technical support and installation supervision.
- The beneficiary provides the necessary local resources (lifting equipment, auxiliary personnel).

### **Commissioning phase**

- The supplier performs cold and hot commissioning tests according to the procedure imposed by the storage facility manufacturer
- The supplier performs performance tests according to the manufacturer's requirements and the IEC 62933-2-1:2017 standard.
- The beneficiary participates in the checks and final reception.

### **Post-PIF and guarantee phase**

- The supplier offers technical support and remote or on-site interventions in case of malfunctions.
- The beneficiary promptly reports any problems.

## **3. Responsibilities matrix**

The following table details the responsibilities for each major activity within the project. Symbols used: R = responsible, A = assists, C = consults.

Activity / Stage	PROVIDER	Beneficiary	Remarks / Applicable standard
Technical design	C	R	IEC, I7, etc.
Equipment delivery	R	A	According to the transport contract
Equipment installation	C	R	Manufacturer instructions
Commissioning	R	A	Manufacturer requirements
Performance testing	R	A	Manufacturer requirements + IEC IEC 62933-2-1:2017
Post-PIF support	R	A	Warranty period

#### **4. Norms and references**

For all the aforementioned activities, the standards and regulations set out in the Specifications and in the contract will be respected. In case of inconsistency between the documents, the more restrictive and more favorable provisions to the Beneficiary will apply.

**For Beneficiary**

**For Contractor**

**SC ELECTRICOM SA**

**PRESIDENT - ADMINISTRATOR,**

**Esq. SORIN BONCIU**

Annex 5: Operation and Maintenance Manual

Annex 6: List of equipment and spare parts delivered to Casimcea together with the BESS systems

Annex 7: List of battery and inverter subcomponent suppliers (if applicable)