



## Contract for Natural Gas Delivery

(hereinafter referred to as „the Contract“)

---

concluded between the following parties:

### 1) NAFTA a.s.

Votrubova 1, 821 09 Bratislava, incorporated in the commercial register of District court of Bratislava I, section: Sa, No.: 4837/B

**Represented by:** [FILL IN THE MISSING DATA]

Identification No. (IČO): [FILL IN THE MISSING DATA]

VAT No. (IČ DPH): [FILL IN THE MISSING DATA]

Tax identification No. (DIČ): [FILL IN THE MISSING DATA]

Bank: [FILL IN THE MISSING DATA]

Bank account No.: [FILL IN THE MISSING DATA]

SWIFT /BIC/: [FILL IN THE MISSING DATA]

IBAN: [FILL IN THE MISSING DATA]

(hereinafter referred to as „NAFTA“ or „SSO“ or „Buyer“)

and

### 2) Name of the company: [FILL IN THE MISSING DATA]

seat, incorporated in ....., section: ..., No.: ... [FILL IN THE MISSING DATA]

**Represented by:** [FILL IN THE MISSING DATA]

Identification No. (IČO): [FILL IN THE MISSING DATA]

VAT No. (IČ DPH): [FILL IN THE MISSING DATA]

Tax identification No. (DIČ): [FILL IN THE MISSING DATA]

Bank: [FILL IN THE MISSING DATA]

Bank account No.: [FILL IN THE MISSING DATA]

SWIFT /BIC/: [FILL IN THE MISSING DATA]

IBAN: [FILL IN THE MISSING DATA]

(hereinafter referred to as „...“ or „Supplier“ or „Seller“)

(hereinafter referred to as „Contractual Party“ or together as „Contractual Parties“)



*Since NAFTA as a storage system operator in line with the Act No. 251/2012 Coll. on energy wishes to buy natural gas for technical purposes concludes based on the public tender the following Contract:*

### **Article I. Definitions**

Unless this Agreement expressly provides alternatively, all definitions and capitalized terms used herein shall have the same meaning as in the valid Rules of Operation setting out commercial terms and conditions for access to and use of the gas storage facility of NAFTA a.s. (hereinafter referred to as „Rules of Operations“) and the valid Technical Conditions for Access and Connection to the Storage Operator’s Storage Facility (hereinafter referred to as “Technical Conditions”).

### **Article II. Subject of the Contract**

The Seller agrees to sell to the Buyer at the delivery point in accordance with Article 4.2 of this Contract amount of natural gas referred to in Article III. of this Contract and to transfer the ownership title to such amounts of natural gas to the Buyer and the Buyer undertakes to pay the purchase price in accordance with this Contract.

### **Article III. Amount of natural gas**

The Seller shall deliver to the Buyer according to this Contract **100,000 MWh** amount of natural gas (hereinafter referred to as “Contractual Amount”).

### **Article IV. Natural gas delivery**

#### **4.1 Delivery Time**

The Seller shall deliver to the Buyer the Contractual amount of natural gas on **1 August, 2014** Gas Day at **06:00 CEST** (hereinafter referred to as “Delivery Time”).

#### **4.2 Delivery Point**

The Seller shall deliver to the Buyer the Contractual Amount of natural gas at the Delivery Time in the Storage Facility of NAFTA a.s. in the form of transfer of natural gas from the Storage Account of the Seller into the gas reserves of the Buyer from the Gas Storage Contract concluded on [FILL IN THE MISSING DATA] between NAFTA and [FILL IN THE MISSING DATA] (hereinafter referred to as “Delivery Point”).

**4.3 Quality of Contractual Amount**

The Seller shall deliver to the Buyer the Contractual Amount of natural gas with the qualitative parameters in accordance with the Technical Conditions.

**Article V.****Other representations and warranties**

- 5.1** The Seller warrants to the Buyer that he is entitled to transfer the ownership title to the Contractual Amount of natural gas delivered according to this Contract and that this natural gas is free of any charges, easements or any other rights of third parties.
- 5.2** The Buyer becomes the owner of Contract Quantity of the natural gas delivered at the Delivery Point at the Delivery Time.
- 5.3** The Seller warrants to the Buyer that the Contractual Amount of natural gas delivered according to this Contract has a status of European union and is intended for free trade in Slovakia.
- 5.4** Each Contractual Party undertakes, upon request of the other Contractual Party, without consideration, to sign, confirm, transmit and deliver all other confirmations, consents and other documents and take such other actions that may be reasonably required to carry out transactions and actions intended in this Contract.

**Article VI.****Delivery-Acceptance protocol**

The amount of gas delivered by the Seller to the Buyer at Delivery point shall be confirmed by both Contractual Parties in a Delivery-Acceptance protocol. The Delivery-Acceptance protocol shall be approved and signed by relevant representatives of both Contractual Parties no later than 5 (five) working days after the Delivery Time.

**Article VII.****Purchase Price**

- 7.1** The Contractual Parties agreed on the Unit price for Contractual amount of natural gas delivered by the Seller to the Buyer in accordance with this Contract in the amount of [FILL IN THE MISSING DATA] EUR/MWh.
- 7.2** The Purchase Price for the Contractual Amount shall be calculated as product of the Unit price and the Contractual Amount of natural gas.  
The Purchase Price shall be [FILL IN THE MISSING DATA] EUR.
- 7.3** The Seller shall add value added tax according to the general binding provisions.



ANNEX NO. 2: PROPOSAL OF CONTRACT FOR NATURAL GAS DELIVERY

**Article VIII.**

**Invoicing and payment conditions**

**8.1 Invoicing**

- (i) The Seller shall issue an invoice for the Purchase Price in two copies based on the signed Delivery – Acceptance protocol as stated in Article VI.
- (ii) The Seller shall deliver the invoice to the Buyer issued according to the previous point within 5 (five) days .
- (iii) All the invoices shall be issued and paid in euros.
- (iv) The invoices must contain the particulars laid down by generally binding regulations in the country of the issuer. If an invoice does not contain the agreed particulars under the Contract, the Buyer is entitled to return the invoice by e-mail within five (5) days of its receipt, stating the reason of return. The maturity of the invoice shall not suspended from the day of return of the invoice (the day when the invoice was sent by the Buyer to the Seller) and the new maturity shall begin when the correct invoice will be delivered to the Buyer.
- (v) The day on which the sum owing is debited from the Buyer’s account shall be deemed to be the day of performance of a financial obligation. The Buyer’s bank details in the form IBAN and SWIFT stated on the invoice must be identical to the bank details stated in the Contract or other document signed by authorised representatives of the Parties.
- (vi) The Seller shall send the invoice to the Buyer to the following address:

NAFTA a.s.  
Votrubova 1  
POBOX 815 05  
815 05 Bratislava 1

Contact person: Ing. Peter Boychev  
Phone No.: 00421 2 4024 2561  
00421 34 697 4511  
Fax : 00421 2 4024 2517  
e-mail : [peter.boychev@nafta.sk](mailto:peter.boychev@nafta.sk)

**8.2 Payment**

- (i) The Buyer shall pay the invoice issued by the Seller according to the point 8.1 by credit transfer in favour of Seller’s account according to this Contract. This amount shall be credited to the Seller’s account within 60 Business Days from receiving the invoice by the Buyer. The day on which the Purchase Price is debited from the Buyer’s account shall be deemed to be the day of performance of the financial obligation.

- (ii) If the due date of the invoice shall fall on Saturday, Sunday or any other non-Business Day, the due date of the invoice shall be the following Business Day.
- (iv) The Contractual Parties shall fulfill their tax obligation in accordance to the relevant laws.

### 8.3 Interest rate

In the case of delay with the payment of financial obligations under the Contract, the Contractual Party is entitled to charge interest rate of 0.03% of the due amount per each day of delay, from and including the due date to, but excluding the date of payment.

[IF THE SELLER IS REGISTERED IN SLOVAKIA FOR VAT PURPOSES]

### 8.4 Retaining VAT

- (i) The Seller represents that at the day of conclusion of this Contract there were no reasons for cancellation of registration of Seller for value added tax pursuant to § 81 par. 4 point. b) the second paragraph of Act no. 222/2004 Coll, on Value Added Tax, as amended (hereinafter "VAT Act") and the Seller is not published in the relevant list of persons maintained by the Financial Directorate of the Slovak Republic.
- (ii) Seller declares that on the day of conclusion of this Contract his statutory body, a member of his statutory body or a partner of the Seller is not a statutory body, a member of the statutory body or a shareholder of Buyer.
- (iii) In case that, at any time after conclusion of the Contract and before the discharge of the Contract:
  - a) reasons occur at the Seller for cancellation of registration for value added tax under Section 81(4)(b)(2) of the Act No. 222/2004 Coll. on VAT Act and/or the Seller is published in the relevant list of persons maintained by the Financial Directorate of the Slovak Republic, or
  - b) the statutory body, a member of the statutory body or a partner of the Seller becomes the statutory body, a member of the statutory body or a Shareholder of Buyer, or
  - c) the Seller enters into the liquidation, or bankruptcy or restructuralization proceedings are commenced against the Sellerthe Seller shall notify Buyer of this fact in writing within 3 days from occurrence of this fact. Should the Seller fail to notify Buyer in writing of any of the facts specified in (a), (b) and (c) above, Buyer shall be entitled to compensation of any damage due to Seller's failure to fulfil the notification duty, in particular, to compensation of value added tax which Buyer, as a guarantor, paid instead of the Seller pursuant to Section 69(14) and Section 69b of the VAT Act.
- (iv) The Parties have also agreed that, if any of the facts specified in (a), (b) and (c) exists (is fulfilled) at the moment of conclusion of the Contract or arises (occurs) at any time after conclusion of the Contract and discharge of the Contract, Buyer shall have the right to retain the sum equal to the amount of value added tax shown on the respective invoice from the due part of the

Purchase Price invoiced by the Seller. Buyer shall pay the retention money to the Seller within 30 days from the moment when the Seller proves that the value added tax was paid to the tax office in the full amount.

- (v) In case that Buyer, as a guarantor pursuant to Section 69(14) and Section 69b of the VAT Act, pays the value added tax instead of the Seller, Buyer shall be entitled to satisfy its claim for compensation of performance - value added tax paid instead of the Seller – which thus arose to Buyer against the Seller, by setting off against the claim of the Seller against Buyer for payment of the retention money.

[IF THE SELLER DOES NOT HAVE ITS SEAT IN SLOVAKIA]

### **8.5 Withholding tax**

- (i) If the Buyer is obliged pursuant to the treaty between the Slovak Republic and [FILL IN THE MISSING DATA] on avoidance of double taxation in the area of tax income and asset income or the Act No. 595/2003 Col. valid in Slovak republic on income tax to levy a withholding tax, it shall do so without undue delay and shall reduce by such amount the payment made to the Seller.
- (ii) In the event of payment of withholding tax in the territory of the Slovak Republic, Buyer shall send to the Seller the confirmation issued by the tax (financial) authority on payment of withholding tax in the territory of the Slovak Republic.
- (iii) Seller shall be liable and shall not draw any claims against the Buyer regarding the calculation, filing of reports and tax returns and payment of all tax liabilities of Seller including the income tax, VAT, excise tax and other taxes, levies and duties or applicable fines, penalties, or interest, to arise to the Seller as a result of the Contract as per any jurisdiction, within the Slovak Republic or outside of it.

### **Article IX. Liability**

Each Party shall be liable for damages suffered by the other Party due to his default or any other breach of the Contract or any relevant legal obligation.

### **Article X. Circumstances of Force majeure**

- 10.1** Circumstances of force majeure, at the time of their duration or at the time of the duration of their consequences, relieve the Contractual Parties from performing their contractual obligations. The Contractual Party affected by a circumstance of force majeure shall notify the other Contractual Party in writing of this circumstance of force majeure without undue delay, stating the length of the period for which the notifying Contractual Party expects the respective circumstance of force majeure to last. The Contractual Party whose performance of an obligation under the Contract is affected by a circumstance of force majeure shall make reasonable efforts to limit the duration



## ANNEX NO. 2: PROPOSAL OF CONTRACT FOR NATURAL GAS DELIVERY

of the circumstance of force majeure to as short time as possible and to minimize any negative effects such circumstance may have on the affected Contractual Party.

- 10.2** A circumstance of force majeure within the meaning of this provision shall mean an obstacle arising beyond the obliged Contractual Party's control and preventing it from performing its obligations under the Contract, where the obliged Contractual Party cannot reasonably be expected to avert or overcome this obstacle or its consequences, and furthermore where it cannot reasonably be expected to have foreseen this obstacle at the time of concluding the Contract.
- 10.3** Primarily natural factors, floods, earthquakes, landslides, war or situations similar to war, fire, accidents, explosions, and terrorist attacks shall be deemed circumstances of force majeure.
- 10.4** Obstacles resulting from the personal and, specifically, economic circumstances of the Parties shall not be deemed circumstances of force majeure; neither shall obstacles to performing a certain contractual obligation, which only arose at a time when the obliged Contractual Party was in delay with performing this contractual obligation, be deemed force majeure.
- 10.5** In the case that the circumstance of force majeure lasts for more than seven (7) days, the Contractual Parties shall enter into negotiations with a view to reaching a solution acceptable for both Contractual Parties.
- 10.6** Each Contractual Party shall have the right to withdraw from this Contract if the circumstance excluding responsibility shall last for the period longer than three months.

### **Article XI. Invalidity of provisions**

Any provision of this Contract shall be interpreted so as to be effective, valid and enforceable under the applicable law. However, should it be unenforceable, invalid or ineffective under the applicable legal regulations, the other provisions of the Contract shall not be affected. In such a case, the Contractual Parties shall under the current rules replace the unenforceable, invalid or ineffective provision with another provision the content and purpose of which approximates the content and purpose of the invalid, unenforceable or ineffective provision as best as possible.



ANNEX NO. 2: PROPOSAL OF CONTRACT FOR NATURAL GAS DELIVERY

**Article XII.**

**Communication between the Contractual Parties**

**12.1** The Contractual Parties determine these contact persons for business purposes:

(i) Seller's contact persons: [FILL MISSING DATA]

(ii) Buyer's contact person: Ing. Tibor Hodnič

Phone No.: +421 2 4024 2582

Fax: +421 2 4024 2517

E-mail: [tibor.hodnic@nafta.sk](mailto:tibor.hodnic@nafta.sk)

**12.2** The Contractual Parties determine these contact persons for technical purposes:

(i) Seller's contact persons: [FILL MISSING DATA]

(ii) Buyer's contact person: Ing. Peter Boychev

Phone No.: +421 905 352 798

Fax: +421 34 697 4648

E-mail: [peter.boychev@nafta.sk](mailto:peter.boychev@nafta.sk)  
[commercial.dispatching@nafta.sk](mailto:commercial.dispatching@nafta.sk)

**12.3** The Contractual Parties determine these contact persons for invoicing purposes:

(i) Seller's contact persons: [FILL MISSING DATA]

(ii) Buyer's contact person: Ing. Peter Boychev

Tel: +421 905 352 798

Fax: +421 34 697 4648

E-mail: [peter.boychev@nafta.sk](mailto:peter.boychev@nafta.sk)

**Article XIII.**

**Withdrawal**

**13.1** The Contractual Parties shall be entitled to withdraw in writing from the Contract if:

- a) a circumstance of force majeure occurs and lasts for more than three months; or
- b) the other Contractual Party essentially breaches the Contract.

**13.2** Withdrawal from the Contract shall come into effect on the day of its delivery to the other Contractual Party whereas both Contractual Parties shall keep already provided performances.

**Article XIV.**



**14.2 Applicable law and settlement of disputes**

This Contract shall be construed and governed by law of the Slovak republic (not taking into consideration the provisions of conflict of law). Any disputes or disagreements arising under this Contract or in connection with it, or breach, cancelation or invalidity of this Contract or its part, the Contractual Parties shall attempt, in good faith, to resolve by negotiation. However, if the Contractual Parties shall fail to settle the dispute within three months after written notification about initiation of negotiations, the dispute shall be finally settled by the competent court of Slovak republic.

**14.2 Change of Contractual Party**

Contractual Parties undertake that no part of this Contract any part of it shall be passed to a third party without prior written consent of the other Contractual Party.

**14.3 Confidentiality**

The Contract is in whole and in part a confidential document that may not be disclosed to third parties without the prior written consent of the other Contractual Party. Third parties pursuant to this point also mean employees of the Contractual Parties who, on the basis of their job classification, do not normally have access to documents such as the Contract, or who are not committed to the respective Contractual Party by a confidentiality obligation at least to the extent of this point. Third parties, however, do not mean external consultants of the Contractual Parties who are involved in the business of the respective Contractual Party and at the same time are committed to this Contractual Party by a statutory or contractual confidentiality obligation at least to the extent of this point. The Contractual Parties acknowledge that a breach of this point shall not be deemed to have occurred in the case where a generally binding legal regulation obligates the Contractual Party to provide the confidential information, or in the case when the provision of the confidential information is required by a governmental or regulatory authority or another body of public authority and the respective legal regulations explicitly authorizes this authority to receive such information and if the provision of the confidential information is required by general binding regulation.

**14.4 Notices**

All written notices under this Contract, including invoices, shall be delivered by post, in form of a registered letter and/or express courier service to postal addresses of the Parties and/or email, possibly fax, unless otherwise specified. In case of sending notices by registered post or express courier service they shall be deemed duly delivered upon the delivery thereof to the respective Contractual Party or upon the recipient's refusal to accept them. In the case of transmitting a notice via e-mail, they shall be deemed duly delivered upon acknowledgement of successful transmission to the recipient at the addresses specified by the respective Contractual Party in the Contract. If an addressee does not accept a letter sent by registered post within 3 days from the depositing thereof, the letter shall be deemed delivered even though the addressee has not become aware of the content thereof.



**14.5 Headings**

Headings and titles are for convenience only and do not affect the interpretation of the Contract.

**14.6 Changes and Amendments**

Any amendments or additions to this Contract shall be made only in writing signed by both Parties. For the purposes of change of details of Contractual Parties in the heading of the Contract a written notice shall be sufficient.

**14.7** This Contract is executed in two copies in English language, one copy for each Contractual Party.

**14.8** This Contract shall become valid and effective as of the day of signature of the Contract by both Contractual Parties.

NAFTA, a.s.:

[FILL IN THE MISSING DATA]

In Bratislava, on .....

In ....., on .....

\_\_\_\_\_  
[FILL IN THE MISSING DATA]

\_\_\_\_\_  
[FILL IN THE MISSING DATA]