

Material Provisions of the Contract

- 1) The subject matter of the contract is delivery of a brand new inertia brake dynamometer for vehicles' hydraulic drum and disc brakes testing. A detailed description of the subject matter of the contract is contained in Article 2 of THE ESSENTIAL CONDITIONS OF THE PROCUREMENT (SECP). The description and the Contractor's tender document shall form an integral part of the contract.
- 2) The contract shall be deemed to have been entered into at the time of signing it.
- 3) The Contractor shall perform the contract within 8 months starting from signing the contract.
- 4) The documents required in technical documentation must be delivered not later than 8 months from the date of signing a contract.

The time limit specified in (3) and (4) above shall be extended in the event of the occurrence of delay caused by:

- stoppage or delay caused through BOSMAL's fault;
- an event of force majeure directly affecting the performance of the contract on time;
- the occurrence of circumstances which the Parties to the contract could not have predicted despite the exercise of due care.

In the event of delay, the Parties shall agree upon a new deadline for performance in writing, provided that the maximum extension of the time limit for performance may not exceed the duration of the interruption or stoppage concerned.

- 5) As consideration for the appropriate performance of the contract, BOSMAL shall pay the selected Contractor the price specified in the Contractor's tender. The gross price specified in the tender as consideration for the performance of the contract should include any and all costs incurred by the Contractor and shall not be increased.
- 6) The Contractor shall deliver the offered test bench to BOSMAL's registered office, and shall install and start up at the location specified by BOSMAL.
- 7) Payment of the price shall be made on the basis of an invoice for an advance payment (equal to 30% of the price offered in the tender) issued after signing the contract and the final invoice (for an amount equal to 70% of the net price offered in the tender) issued after signing the acceptance protocol and delivering required documents.
 - a) detailed information on the invoiced amounts shall be given in the contract.
 - b) each of the invoices shall be paid within 30 days of the date of its receipt by BOSMAL.
- 8) If any defect is discovered in the offered item during the acceptance procedure, BOSMAL shall have the following rights:
 - a) if the defect can be rectified, BOSMAL may refuse to accept the affected item until the defect is rectified;
 - b) if the defect is not rectified by the Contractor, BOSMAL may have the defect rectified at the Contractor's expense;
- 9) BOSMAL and the Contractor shall, in the contract, appoint their respective representatives to be authorised to deal with technical arrangements and to sign the final acceptance report.