Framework Contract

for Procurement of electricity for covering distribution grid losses

Between:

_____ (Bidder's name) _____, _____ (State, city, address) _____,
(Hereinafter referred to as the "***Seller***"), represented by
_____ (Name of authorized person) _____

and

Elektrodistribucija DOOEL, Skopje, Str. Lazar Lichenoski 11, 1000 Skopje, Republic of Macedonia
(Hereinafter referred to as the "***Buyer***") represented by
_____ (Name of authorized person) _____

Hereinafter referred to jointly as the "***Contracting Parties***" or "***Parties***"

Definitions and construction

(1) Terms used in this FC shall have the meanings set below.

Framework contract	An contract concluded between a bid/bidders and the ODS
Bidders	Electricity generators, traders and suppliers that are registered in accordance with the relevant regulations, hold a license issued by the Energy Regulatory Commission of the Republic of Macedonia and an EIC code issued by AD MEPSO.
Qualified bidder	A Bidder who has entered into an FC with DSO.
Open public invitation	This document is published in a daily newspaper and available on www.elektrodistribucija.mk website.
Electrical energy procurement	Procurement of electricity in order to cover the losses of electricity in the DSO distribution network
Individual contract	A sale and purchase contract between a qualified bidder/s and ODS which determined the commercial terms for adequate sale and purchase of electrical energy.

Bid	A bid on sale of electrical energy (MWh) upon certain price (EUR/MWh) rounded on two decimals, delivered by a qualified bidder.
Process of electrical energy procurement	Schedule of events related to electricity procurement consisting of issuing of an IRFB by the DSO, delivering bids by qualified bidders, evaluation and selection of the most favorable bidders, and closing with the conclusion of an Individual Contract with the selected bidders.
Diagram of Electricity Distribution and Electric Power	DSO request specifying distribution of electricity and electric power at an hourly rate, for a particular time period.
ODS	Operator of the distrubutive system – EVN Macedonia
FC	Framework contract
IC	Individual contract

I. SUBJECT OF THE CONTRACT

Article 1

(1) This Contract applies only to the needs for delivering electricity for covering electricity losses in the distribution network.

(2) This FC governs all transactions the Parties shall enter into for the purchase, sale, delivery and acceptance of electricity. Each transaction details shall be specified in the IC.

(3) All IC's and this FC shall form a single Contract between the Parties (collectively referred to as the "Contract"). The provisions of this FC constitute an integral part of each IC.

Article 2

(1) Within the term of the FC, the Seller is eligible to participate in each Bidding process for delivery and evaluation of the Bidds, organized by the Buyer.

(2) The Seller shall be invited by the Buyer to participate in the Bidding process by sending it an IRFB. The Bids shall be evaluated according to the criteria for award and shall determine the winning Bids.

(3) Buyer has the right to accept most favourable bids, completely or partially in accordance with the request and needs. The Bidder ie the Seller shall has no right to request any kind of compensation for costs raise up from the Buyer if his bid is not selected as the most favorable.

Article 3

(1) The Seller according the Buyer request may offer only sale and delivery of electricity for covering the distribution grid losses as described in Article 1 of this Contract.

(2) The Buyer is not obliged to provide any guaranteed amounts of electricity, that the Seller will be awarded nor to guarantee the number of IC.

(3) The Buyer reserves the right of determining the delivery periods and the quantities for procurement in accordance with its needs.

II. INDIVIDUAL REQUEST FOR BIDS

Article 4

(1) The Buyer, in accordance with its plans and needs, including time periods chosen according to its needs, will announce IRFB and will submit it to the Seller and all other signatories of FC, by fax and e-mail.

(2) Each IRFB will contain at least:

- the date, time and mode of submitting the bid according to IRFB,
- delivery period of electrical energy and capacity,
- place of delivery,
- required capacity expressed in MW and amount of energy in MWh according to load diagram,
- criteria for evaluation and selection of bids,
- minimum size and maximum size of bid stated in MW,
- number of bids by bidder,
- allowed deviation from agreed energy and agreed capacity,
- terms of payment,
- deadline for bids delivery,
- evaluation of the bids and decision for chosen of most favourable bids,
- bids validity period,
- amount of the bid guarantee or paid deposit for the submitted bids according to IRFB,
- amount of the good performance bank guarantee for chosen bid necessary for concluding IC,
- special terms.

(3) The Buyer may extend the deadline for submitting the bids, evaluation of the bids, the decision to choose the winning bids, if it deems appropriate to the needs and conditions of competition and its needs.

(4) The Buyer is authorized to stop any IRFB according to its needs at any time and has no duty to publish its reasons for stopping the procedure and has no responsibility for any loss and costs or damages caused to the other side. The Buyer will inform Seller for stopping the IRFB.

(5) The Seller is obliged to observe all instructions issued by the Buyer stated in IRFB.

III. EVALUATION OF BIDS

Article 5

(1) Only Bids received in the corresponding period stated in the IRFB will be evaluated according to criteria for the award – "the lowest price". In case of receiving more then one bid with the same price that are offered by the Seller, priority of choosing bids it will be given to the first received offer.

(2) The evaluation will be conducted as follows:

- Bids shall be arranged in a Merit order list starting with the lowest price and ending with the highest one.
- Bids which does not containing all required elements (documents) stated in IRFB will be marked as incomplete i unacceptable and they will not be evaluated.
- Bids which does not containing valid and complete Bank guarantee or paid deposit amounts is not correct will be marked as incomplete i unacceptable and they will not be evaluated.

(3) The Buyer has the right to procure electricity in a number of manners predefined with the IRFB.

a) in a single round through public opening of delivered bids in the manner defined with the IRFB.

b) in two rounds by means of collecting bids, then organizing a public bidding (negative bidding) in the manner defined with the IRFB and the Bidding Guidelines Supplement.

c) by using an appropriate electronic (software) application / web platform in accordance with the guidelines defined with the IRFB and the Supplement Instructions for Use of the Application / Web Platform.

(4) If the IRFB sets out that the electricity procurement process shall be carried out in a single round, the Byer shall inform the Seller of the place and time of conducting the Public Bid Opening, which permits the presence of authorized representatives of qualified bidders.

(5) If the IRFB sets out that the electricity procurement process shall be carried out in two rounds, the Byer shall inform the Seller of the place and time of conducting the Public Bidding (public negative bidding), to which all qualified bidders that have sent original bids shall be invited and able to submit new and improved bids.

(6) If the IRFB sets out that the electricity procurement process shall be carried out through an electronic (software) application / web platform, the RS shall previously instruct the qualified bidder how to use the application / web platform in the electricity procurement process and shall invite the qualified bidders to use it to submit their bids.

(7) The Buyer reserves the right to choose more than one bidder, to accept a partial offer from any bidder, in accordance to guidelines and criteria previously given in the IBDP.

IV. INDIVIDUAL CONTRACT

Article 6

(1) Before ending the validity period of the bid, the Buyer will inform choosen Seller in written form by email or fax that his bid is completely or partially accepted and will invite Seller to conclude an IC in period defined in IRFB.

(2) Until FC is not concluded, Buyer has a right to decide not to conclude IC or to cancel the process of delivery and evaluation of bids, in addition to that Seller has no right to request any kind of compensation for costs raise up form the cancelling the process.

(3) Buyer will conclude IC with the Seller only if his bid is accepted in accordance with the terms of process of evaluation and choosing the most favourable bids.

(4) IC for sale and purchase of electricity will contain the following items:

- information about the Seller and responsible contact person,
- delivery period,
- agreed capacity expressed in MW according the load diagram;
- agreed energy expressed in MWh according the load diagram;
- agreed price of electricity expressed in Euros per MWh of electricity, without VAT,
- point of delivery,
- agreed flexibility (%) in delivery of agreed capacity and energy according to IRFB and load diagram,
- payment terms,
- amount of good performance bank guarantee,
- other conditions.

(5) The Buyer shall send to Seller the signed IC after the notification under Article 6 line 1 of this FC.

(6) The IC shall be accepted by the Seller without further negotiations.

(7) The IC come into force after the both contracted parties have signed and IC will be valid until complete all obligation that raise up for IC.

(8) In case the Seller fails to sign an IC according to the line 6 of this Article, or fails to provide a good performance guarantee or withdraws the Bid before the Bid's validity period, the Seller shall lose the bid bank guarantee or the deposit and he may not be allowed to participate in the bidding process within the upcoming 12 months.

(9) IC shall only be concluded between the authorized persons of the Parties.

(10) After the conclusion of each IC, the Seller agrees to sell electricity to the Buyer and the Buyer assumes and pays for electricity supplied in an amount and manner provided in this FC and the particular IC.

(11) In the event of discrepancies between the wording of the IC and the FC, the IC shall prevail.

(12) ID may be terminated even before the end of the defined period defined, in case of default of the obligations therein or in accordance with Article 9 paragraph 8 of this PD.

Article 7

(1) Original documents will be exchanged only with Sellers which are selected to sign an IC.

V. RIGTHS AND OBLIGATIONS

Article 8

Seller rights and obligations

(1) In order to participate in a bidding process, organized by the Buyer, the Seller agrees to submit Bids for electricity sale according to the terms and conditions defined in the particular IRFB.

(2) Submission of a Bid by the Seller shall imply acceptance of all terms defined in the IRFB. The terms shall be binding on the Seller in case Bid is accepted.

(3) The Seller agrees to provide a bid guarantee or proof of paid deposit to secure its participation in bidding process, organized by the Buyer if such is requested in the IRFB.

(4) The Seller agrees that the bid guarantee or paid deposit might be withheld by the Buyer in case the Seller act in the way descried in to the Article 6Article 6 line 8 from this FC.

(5) In accordance with each IC, the Seller shall deliver the contracted energy and capacity at the delivery point in line with the requested load diagram for the Buyer's needs within a defined time period, exercising the right of agreed flexibility specified in each IC and IRFB.

(6) The Seller shall bear all risks associated with, and shall be responsible for any costs or charges imposed on or associated with scheduling, transmission and delivery of the contracted energy up to the delivery point, in accordance with IRFB.

(7) In case Seller fails to deliver electricity in line with the accepted load diagram for the Buyer's needs within a defined time period, the Seller hereby agrees to the activation of the good performance bank guarantee by the Buyer according to article 16.

Article 9

Buyer rights and obligations

(1) The Buyer shall defined all terms in the IRFB.

(2) The Buyer shall send an IRFB via e-mail or fax, every time there is a Bidding process, at least 24 hours prior to the deadline for submission of Bids.

(3) The Buyer may request the Seller to provide bid guarantee or proof of paid deposit for the purpose of Seller's participation in the bidding process.

(4) In case the Seller does not comply with the instructions given by the Buyer in the IRFB, the Buyer may exclude the Seller from the bidding process and withhold the bid guarantee or paid deposit, accoring to IRFB.

(5) The Buyer may withhold the bid guarantee or paid deposit, if any, in case the Seller fails to conclude an IC in accordance with Article 6.

(6) Until an IC is signed, the Buyer may decide to cancel the bidding process and evaluation of bids, without the Seller being entitled to claim any compensation.

(7) The Buyer will request from the Seller to delivery electrical energy and capacity according to load diagram, in which the Buyer can use the right of agreed flexibility for delivery of electrical energy and capacity, specified in each IRFB and IC.

(8) In case the Seller does not deliver full or partial amounts of electricity and power in the period on a daily basis, and if it lasts for 3 consecutive days, the Buyer has a right to unilaterally terminate the ID before the end of the delivery period defined in the ID and the Seller has no right to request any kind of compensation arising from the termination of the ID

(9) The Buyer shall accept and pay for the delivered electricity and capacity as laid down by the IC.

(10) An exception from line (9) from this article, total undertake amount of electrical energy by Buyer agreed in IC may deviate according to usage of agreed flexibility for delivery of electrical energy and capacity, specified in each IRFB and IC.

VI. PAYMENT TERMS

Article 10

(1) The Seller is obliged on the first working day of the month to submit to the Buyer by fax or by e-mail, data on the amount of electricity that are realized in the previous month (harmonization document).

(2) The Buyer is obliged to return to the Seller by fax of by email the harmonization document signed within two days.

(3) If the parties fail to agree on the realized amount, valid data will be considered as taken by the operator of the transmission system.

Article 11

(1) The Seller, based on harmonization document defined in Article 10 from this FC shall issue the invoice in two copies, no later than 5-th day of the month for quantities realized in previous month.

(2) The Buyer shall make payment to Seller's bank account, according to written instructions given in the invoice, by calling the invoice number.

(3) The Seller will undertake all of its bank charges.

(4) It shall be deemed that the Buyer has fulfilled its obligation under the IC, if the Buyer timely pays the total amount from the invoice, by the price agreed in IC in the bank account of the Seller.

Article 12

(1) The Buyer is obliged to pay the invoiced amount within 20 days from the day when the original invoice has been received in the Archive of the Buyer's registered seat, for the delivered energy in the previous month, or within the time period agreed in the IC, if the latter differs from the time period referred to in this paragraph.

(2) The Buyer shall pay for the accepted electricity in Macedonian denars, according to the official mid exchange rate of EURO published by the National Bank of the Republic of Macedonia on the invoicing date, to domestic Sellers;

(3) For late payment of the invoice, the Buyer is obliged to pay the Seller, legal interest rates

VII. WARRANTIES

Article 13

(1) In order to take part in the bidding process, the Seller agrees to submit a bid guarantee or to make a deposit in the amount stipulated within the specified IRFB.

(2) The Seller agrees that at the conclusion of an IC and no later than 5 days after signing, the Seller shall submit to the Buyer the good performance bank guarantee, on Macedonian language or on business English, issued by repute bank, in amount, in manner and with validity defined in IRFB.

(3) In case the Seller fails to conclude IC or fails to submit good performance bank guarantee within the time period defined in the IRFB, the Buyer shall activate the provided bid guarantee or will hold up the deposit.

(4) The Seller agrees that the Buyer may withhold the good performance bank guarantee in case the Sellert does not fulfil any of the obligations under this FC and/or particular IC.

(5) In case if the good performance bank guarantee is activated and payed by Buyer in total or partially according to line (4) from this article, the Seller has an obligation in a period of 5 (five) days to submit new good performance bank guarantee or to fulfill the amount of the current guarantee to the total amount of the IC, after receiving a report in written form from Buyer.

Article 14

(1) After the end of the particular bidding process, paid deposit or submited bid guarantees will be returned by the Buyer to the Seller,

- in case the Seller is not selected as winning Bidder or
- in case the Seller has signed IC and submit good performance bank guarantee or paid deposit , in the specified period in IRFB.

VIII. CONFIDENTIALITY

Article 15

(1) The terms and conditions given in the IC shall be considered confidential and both Party shall disclose such information to a third party.

(2) Information shall not be considered confidential if:

a) is disclosed with the other Party's prior written consent,

b) is disclosed to comply with any applicable law, regulation, or rule of any exchange, system operator or Energy Regulatory Commission of Republic of Macedonia, or in connection with any court or regulatory proceeding, provided that each Party shall, to the extent practicable and permissible under such law, regulation, or rule, use reasonable efforts to prevent or limit the disclosure and to give the other Party prompt notice of it;

c) is in or lawfully comes into the public domain other than by a breach of this article, or

d) is disclosed for statistical purposes, provided that such disclosure shall not include the identity of the other Party.

(3) Both Parties are obliged to respect their confidentiality obligations in duration of 2 (two) years after the expiration of such IC.

IX. VIOLATION OF THE CONTRACTING OBLIGATION

Article 16

(1) In case the Seller not behave according to the obligation in this FC, IC or IRFB, Buyer has the right to breach the FC and/or IC and to request the Seller to compensate the damage.

(2) If the Seller fails to deliver the agreed quantity or power, fully or partially, in compliance with the terms of the IC and/or according to Diagram of Electricity Distribution and Electric Power, and if such non-delivery is not caused by Force Majeure defined in accordance with Article 20 of this Agreement the Seller shall pay to the Buyer a compensation of damages in an amount equal to $S = \Sigma(Qi*Pi)$,

a) Summa of the product between

i) the volume (MWh) of the non-delivered quantity of electricity in appropriate hour "i" and

ii) the reference price for non-delivered electricity Pi (Eur/MWh) which is calculated using the following formula:

Pi=1,4*HUPXi

"I" (h) is the hour of non-delivered electricity by the Seller;

"HUPXi" (EUR / MWh) is the price for electricity on the market "day ahead" on the HUPX stock market in the respective hour "i"

For the hour in which the HUPXi price is negative, for the calculation will use the HUPXi value equal to zero.

When converting EUR into MKD, will be used the middle exchange rate of the National Bank of the Republic of Macedonia for the period for which the calculation applies.

This amount shall be increased by the additional costs for transmission of electricity, as well as all other verified expenses incurred by the Buyer as a result of the Seller's failure to deliver the electricity and power.

(3) The Seller is obligated on daily bases to inform the Buyer for the period of undelivering agreed electrical energy and capacity.

(4) The Seller has no right to offer, delivery and nominate different load diagram from the agreed with the Buyer, as well as the Buyer has the right to denied different nominate load diagram and to act according Article 9 line (7) from this FC.

Article 17

(1) In case the Seller does not deliver electricity, according to the conditions stipulated in the particular IC or according to the accepted load diagram, the Buyer will activate a good performance bank guarantee and shall ban the Seller from future participation in the bidding process for the next 12 months.

Article 18

(1) In the case of the right to freeze the sale of electricity pursuant to Article 17, the Seller will not be able to participate in future bidding processes, until his rights are restored upon a decision of the Buyer.

Article 19

(1) The Parties agree that in case of damages caused by the breach of the provisions of this FC and any particular IC, the party caused damage shall compensate the other actual damage, in accordance with the provisions from the primary and secondary legislation in the Republic of Macedonia.

X. FORCE MAJEURE

Article 20

(1) "Force Majeure" for the purpose of this Contract means an occurrence that have taken place after entering into this contract, arising from contingencies, circumstances or causes which are beyond the reasonable control of the Party claiming Force Majeure (the "Claiming Party") or the other contracting party, and which at the moment of entering into the contract, by the exercise of reasonable diligence, which such party was reasonably unable to foresee, avoid, prevent, eliminate or remedy, it could not reasonably have avoided or overcome and which makes it impossible for the Claiming Party to perform its delivery or acceptance obligations, including, but without limitation, due to one or more of the following circumstances:

- unforeseeable natural events related to natural disasters (floods, earthquakes, fires and alike), or
- acts of the state institutions and the transmission system operator enacted in line with the operational rules of the transmission system operator in order to ensure the stability of the energy system shall be deemed as such events, or
- the failure of communications or computer systems of the relevant Network Operator(s) which prevents the Claiming Party from performing its obligations of delivery or acceptance, or
- the relevant Network Operator's suspension of delivery or acceptance or its disregard of the Claiming Party's obligations with regard to Scheduling under the Individual Contract, or
- imposition of or compliance with any applicable law, consents, regulation, decree, judgements, order, resolutions, or request of any governmental authority other than the payment of money,
- nationalization, expropriation, confiscation, riot, war, imminent threat of war, explosion, fire, earthquake, strikes, lockouts, breakdown of machinery, of facilities, or of transport capacities,

(2) Inability for payment is not estimated as Force Major occurrence.

Article 21

(1) If, by reason of Force Majeure, one Party is unable, in total or partly to perform any of its obligations If a Party is fully or partly prevented due to Force Majeure from performing its obligations of delivery or acceptance under one or more ICs and such Party complies with the requirements of the Article 20, no breach or default on the part of the Claiming Party shall be deemed to have occurred and it shall be released (and not merely suspended) from those obligations affected with the Force Majeure for the period of time and to the extent that such Force Majeure prevents and makes impossible its performance. No obligation to pay damages will accrue to the Claiming Party with respect to those quantities not delivered or received.

(2) The Claiming Party shall as soon as practical after learning of the Force Majeure occurrence notify in written form the other Party of the commencement of the Force Majeure, its nature and, to the extent then available, provide to it a non-binding estimate of the extent and expected duration of its inability to perform. The Claiming Party shall use all commercially reasonable efforts to remedy the situation, and remove, as far as possible, the cause of its inability to perform the obligations, thus mitigate mitigating the effects of the Force Majeure and shall, during the continuation of the Force Majeure occurrence, provide the other Party with reasonable updates, when and if available, of the extent and expected duration of its inability to perform;. provided further, that settlement of strikes, lockouts and other labour disturbances shall be wholly within the discretion of the party involved and invoking the Force Major occurrence.

(3) The Claiming Party shall give prompt notice to the other Party of the undertaken measures for protection from and elimination of the Force Major occurrence, including prompt notice for the end of the Force Majeure occurrence.

(4) In the event, and to the extent, a Seller's delivery obligations are released by Force Majeure, the Buyer's corresponding acceptance and payment obligations shall also be released. In the event and to the extent a Buyer's acceptance obligations are released by Force Majeure, Seller's corresponding delivery obligations shall also be released.

(5) Where a Party is released from its obligations under the Agreement due to Force Majeure for more than thirty (30) consecutive days or for more than sixty (60) days in aggregate within a period of one calendar year then such Party which is not the Claiming Party shall have the right to terminate any Individual Contract affected by Force Majeure forthwith by written notice to the Claiming Party. Such termination shall be without prejudice to the accrued rights and obligations of the Parties under such Individual Contract up to the date of termination but neither Party shall have any liability whatsoever to the other in respect of the unexpired portion of the Total Supply Period under such IC after the date of termination.

XI. SETTLEMENT OF DISPUTES

Article 22

(1) The Parties have agreed to settle any dispute arising out of this FC shall in an amicable manner by direct negotiations, in the spirit of good business cooperation.

(2) If the Seller and the Buyer fail to settle the dispute by direct negotiations within 15 (working) days, for disputes regulated under article 37 of the Energy Law, the Seller and the Buyer are bound to act in compliance with the Energy Law and the Rulebook on the manner, conditions and procedure for dispute settlement and the amount of justified compensations related to the costs incurred in the proceeding (Official Gazette of the Republic of Macedonia No.24/12). For disputes which are not established under article 37 of the Energy Law as disputes within the field of competence of the Energy Regulatory Commission of the Republic of Macedonia, and if the Seller and the Buyer settle the dispute by direct negotiations within 15 (working) days, each of the Parties may initiate a proceeding on the disputed issue in front of a competent court or any other competent authority in the Republic of Macedonia

XII. DURATION OF CONTRACT

Article 23

(1) This contract is considered concluded from the moment it is signed and stamped by the authorized persons of the Parties.

Article 24

(1) This Contract became applicable from the date of its conclusion under Article 23 from this FC and will be valid until none of the Contracting Parties ask for termination.

Article 25

(1) This Contract may be terminated or expanded by either:

- in case the Contract becomes inapplicable due to amendments to the applicable laws and bylaws of the Republic of Macedonia;
- mutual consent of the parties in writing, in other cases;
- unilateral termination if any of the Contracting Parties fails to comply with the terms and conditions of the present FC or IC and/or fails to meet, completely or partially, the rights and obligations under the present FC or IC.

Article 26

(1) The notice for termination of the FC shall be delivered in writing at least 1 (one) months prior to the date as of which the present FC shall be deemed terminated.

XIII. FINAL PROVISIONS

Article 27

(1) The Contracting Parties may sell, transfer, assign, novate, or in any other way dispose of all or part of the rights and obligations under the present Contract only upon its entry into force, and only by a previous written consent by the other Contracting Party which should be given within 30 days upon the reception of the relevant request thereof, and if the consent is not given within the above deadline it shall be considered as rejected. The present Contract shall also have an effect on the legal successors of the Contracting Parties and the authorized recipients of the Parties.

(2) The present Contract, including its attachments, is an overall agreement between the Contracting Parties regarding the subject therein, and it shall replace all previous or simultaneous verbal or written contracts, negotiations, or discussions concerning the subject of the Contract.

(3) If any provision of the present Contract ceases to take effect following a court decision, acts of state authorities, a decision of the Government of the Republic of Macedonia or the Energy Regulatory Commission of the Republic of Macedonia, the provision shall no longer be part of the present Contract, and all the remaining provisions shall continue to be valid. When possible, every provision, term or condition under the present Contract shall be interpreted in a manner to be applicable and valid according to the applicable law, but if any provision, term or condition under the present Contract happens to be invalid according to the applicable law, completely or partially, those provisions, terms or conditions or part of them will cease to be part of the present Contract, but this will not affect the legality and validity of the rest of this Contract and it will not cause an invalidity of the overall Contract. Instead of the provision, term or condition under the present Contract which have become completely or partially invalid, the Contracting Parties shall strive to agree upon a valid and practical provision that shall be legally approved and the closest to the one it replaces, trying to attain the true will of the Contracting Parties and the economical goal of the invalid provision, the term or the condition. The provision of this article shall apply in case where the present Contract contains gaps.

(4) Amendments to this Contract shall be made by signing an Annex of the Contract, which shall be in written form and signed by both Parties.

(5) The present Contract is concluded in Macedonian language.

Article 28

(1) For any issues not covered by this FC, the provisions of Laws and Bylaws on force shall be applied.

Article 29

(1) The persons authorized to exchange information and undertake activities based of this FC by the Buyer:

Name, surname and function:	Blagica Popovska	Name, surname and function:	Marjan Stojanov
e-mail:	blagica.popovska@evn.mk	e-mail:	Marjan.Stojanov@evn.mk
phone:	+ 389 72 933 667	phone:	+ 389 72 931 347
fax:		fax:	

(2) The persons authorized to exchange information and undertake activities based of this FC by the Seller:

Name, surname and function:		Name, surname and function:	
e-mail:		e-mail:	
phone:		phone:	
fax:		fax:	

Article 30

(1) In the event of any inconsistency between the terms of an IC and the provisions of this FC, the terms of the IC shall prevail for the purposes of that IC. Headings and titles are for convenience only and do not affect the interpretation of the FC.

(2) This Contract is made in original copies, copies of each Contracting Party.

On behalf of the Seller

On behalf of the Buyer