



<b>"TERMOPLAM" LTD</b>	<b>QUALITY FORM</b>	<b>ФК 6-1</b> <b>Version:03</b>
<b>R. Bulgaria</b> <b>Sofia city</b>	<b>ORDER - CONTRACT</b> <b>FOR TESTING PRODUCT TYPE</b>	<b>Copy: 1</b> <b>p. 1 of 3</b>

<b>ORDER - CONTRACT №</b> <b>DATE: FOR TYPE TESTING OF THE PRODUCT</b>	
<b>CLIENT:</b>  / Name of the legal / physical person - contracting test /	
<b>SUBJECT OF TEST:</b>  / full type designation, characteristics of the site (s) to be tested /	
<b>STATE OF THE SUBJECT:</b>  / Status (completeness, damage and breakdowns) according to the instructions and drawings. /	
<b>TYPE OF REQUESTED ACTIVITY:</b>  / Type test according to harmonized standard No /	
<b>ESSENTIAL FEATURES:</b>  / System evaluation, essential characteristics: CO, efficiency, distances to combustible materials /	
<b>Object / sections for control / specified by:</b>  	
<b>ORDER AND PERSONS WHO shall be notified if unsatisfactory interim results:</b>  	
<b>THE PROTOCOL WILL BE PREPARED TOGETHER IN 2 COPIES. - 1 COPY. FOR THE CONTRACTOR ..... AND 1 COPY. FOR "THERMOPLAM" LTD.</b>	
<b>OTHER OBJECTS DATA:</b>  / type: with periodic combustion or not, designed for operation with closed door, chimney, fuel type, etc. /	
<b>OTHER INFORMATION ABOUT THE REQUESTED ACTIVITY:</b>  / For example: Emission data for: dust, TOC (OCG) and NOx in flue gas reference ELV reference values of BImSchV II-norm /	

Разработил	Г. Илиев	Отг. качество		29.05.2018 г
Утвърдил	инж. Пламен Илиев	Р-л лаборатория		29.05.2018 г
	Име, фамилия	Длъжност	Подпис	Дата

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### **CONTRACT**

Today, \_\_. \_\_. 20\_\_ year, in town \_\_, between:

**company:** "....." Ltd / Stock company  
**residence:** c.....  
**BULSTAT:** .....  
**represented by:** ..... – Manager / Executive Director,  
hereinafter referred to as Contracting Authority, on the one hand  
and  
**company:** "TERMOPLAM" LTD.  
**residence:** Sofia city; "Razsadnik-Konyovitsa", bl. 82, ent. B, floor 3, ap.53  
**BULSTAT:** BG 201413826  
**represented by:** Plamen Georgiev Iliev - Head of Laboratory,  
hereinafter referred to as the Contractor, on the other hand, this Contract was concluded on the following terms:

#### **1. SUBJECT OF THE CONTRACT**

**Art.1.1.** Client assigns and the Contractor shall be reward for performing the testing  
Type of ..... according EN ....., hereinafter referred to as the "Service".  
**Art.1.2.** The Contractor shall perform services within ..... 20..... y.

#### **2. PRICE AND WAY OF PAYMENT**

**Art.2.1.** Upon proper execution of the assigned Service, the Contracting Authority owes the Contractor payment in size of..... (.....) lv, excluding VAT.  
**Art.2.2.** The price referred to in the previous paragraph shall be paid by the Contracting Authority within \_\_\_\_ working days from the acceptance of the execution of the Service (the test report) to a bank account.

#### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**



**Art.3.1.** The Contractor undertakes to perform the Service exactly within the agreed time.  
**Art.3.2.** The Assignor is obliged to provide the Contractor with the necessary assistance for the execution of the Service and to pay the payment agreed in art. 2.1  
**Art.3.3.** Acceptance of the Service is certified by the signing of a two-way pass-through protocol.

#### **4. PENALTIES**

**Art.4.1.** In case of delay for the payment of the agreed price, the Contracting Authority owes to the Contractor a penalty of 1% (one percent) per day of the unpaid part of the price for each day of delay.  
**Art.4.2.** If the delay persists for more than 30 (thirty) days, the Contractor may terminate the Agreement.  
**Art.4.3.** The payment of penalties provided for in the Treaty does not deprive the wrongful party of its right to seek compensation for damages and lost profits above the amount of the penalty.

#### **5. FINAL PROVISIONS**

**Art.5.1.** All additions and amendments to this Agreement are set out in an Attachment signed by both parties.

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**Art.5.2.** The Contracting Parties to this Contract (Contracting Authority and Contractor) undertake to respect confidentiality by protecting professional and commercial secrets, namely: type and volume of the test sites, type and volume of the tests carried out and the resulting intermediate and final ones results and assessments.

**Art.5.3.** The provisions of the civil law of the Republic of Bulgaria shall apply to matters not settled by this Agreement.

**Art.5.4.** This Agreement was signed in two identical copies, one for each of the parties.

**CLIENT:.....**

**CONTRACTOR:.....**

name, surname, signature /

**eng. Pl.Iliev**

/name, surname, signature /

This contract is not mandatory and a test request may also be made after an oral agreement

### **Acceptance protocol**

**I RECEIVE PROTOCOL (S):**

.....



**I HAVE NO OBJECTIONS ON THE TEST AND THE RESULTS OBTAINED.**

.....

/date of receiving/

.....

/name, surname, signature/

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