NUCLEAR FUEL CONTRACT

DOCUMENT NAME:	NUCLEAR FUEL CONTRACT

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This Nuclear Fuel Contract (NFC) is entered into by and

BETWEEN:

Elektrárna Dukovany II, a. s., a company organized and existing under the laws of the Czech Republic, with its registered office at Duhová 1444/2, 140 00 Praha 4, company identification number 04669207, tax identification number CZ04669207, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, Insert 21250, (hereinafter referred to as the "Owner"),

AND:

Korea Hydro & Nuclear Power Company, Ltd., a company organized and existing under the laws of the Republic of Korea, with its registered office at 1655, Bulguk-ro, Munmudaewang-myeon, Gyeongju-si, Gyeongsangbuk-do, Postal Code 38120, Republic of Korea, company identification number 120-86-18943, tax identification number 120-86-18943, registered in the Commercial Register administered by the Gyeongju branch office of Daegu District Court, Republic of Korea, (hereinafter referred to as the "Supplier").

The Owner and the Supplier are also referred collectively as the "Parties" and individually as the "Party" as the context requires.

WHEREAS the Parties have concluded a separate EPC Contract on supply of the Plant to be built next to the existing Dukovany nuclear power plant in the Czech Republic;

WHEREAS the Supplier has engineering capabilities and sufficient resources to supply Nuclear Fuel for the Plant including, but not limited to, nuclear fuel design, development, licensing, manufacturing, transportation, installation, compatibility with all Plant systems and operability; the Supplier operates nuclear fuel Fabrication Plant and is able to fabricate Nuclear Fuel for the Plant and arrange for its delivery to the Plant site;

WHEREAS the Owner requires the Supplier to supply Nuclear Fuel for the Plant, including, but not limited to, its fabrication and delivery to the Plant site;

WHEREAS the Parties have the intention to enter into a relationship which shall be commercially advantageous to both Parties;

NOW THEREFORE the Parties agree to the following terms and conditions:

1 DEFINITIONS AND ABBREVIATIONS

1.1 DEFINITIONS

In the NFC, terms beginning with a capital letter and defined in this Section 1.1 shall have the following meaning:

ACCEPTANCE
shall mean the Owner´s act confirming particular NFC Deliverable take-over in accordance with the NFC.

ACTIVE TESTING
(in Czech: "aktivní vyzkoušení jaderného zařízení")
shall mean part of the Commissioning for each unit of the Plant separately, starting with the First Core loading and consisting of (a) the Physical Start-up, and (b) the Power Start-up.

AFFILIATE
in relation to any Party, any person which is a subsidiary of such Party, any person to which such Party is a subsidiary, or any person which is a subsidiary of the person to which such Party is also a subsidiary. A person shall be regarded as a subsidiary of another person if such person is a controlled person (in Czech: "ovládaná osoba") of the latter person within the meaning of Section 74 of the Business Corporations Act or if the latter person can directly or indirectly exert decisive influence on such person.

AS-BUILT URANIUM LOADINGS
shall mean data from the Supplier stating Element Weight and Isotope Weight contained in as-built Fuel Assemblies expressed in kg U rounded to the nearest gram.

ASSAY
shall mean the Isotope Weight divided by Element Weight, the quotient of which is multiplied by 100 and expressed as a weight percent rounded to the fourth decimal point.

[redacted]

[redacted]

AVAILABILITY GUARANTEE
shall mean the guarantee undertaken by the Supplier under the terms and conditions set forth in Chapter 16 of the Terms and Conditions of the EPC Contract, for each unit of the Plant separately.





BURN-UP

shall mean a measure of fuel depletion expressed as the amount of thermal energy produced by unit weight of uranium initially contained in the Fuel Assembly, Fuel Rod or fuel pellet [MWd/kgU].

BUSINESS CORPORATIONS ACT

shall mean Czech Act No. 90/2012 Coll., on commercial companies and cooperatives act (business corporations act), as amended.



CHANGE PROPOSAL

shall mean a change proposal sent by the Supplier to the Owner in accordance with Sections 11.2. - 11.6 inclusive.

CIVIL CODE

shall mean Czech Act No. 89/2012 Coll., the civil code, as amended.

COMPUTER CODES

shall mean computer codes (software) to be provided by the Supplier to the Owner as part of the Means of Fuel Management, specified in Appendix H (in particular in part H.3 of Appendix H) of the NFC.

CONTRACT AGREEMENT

shall mean the contractual document signed by the Owner and the Supplier, containing the agreement and the acceptance of the EPC Contract and the Nuclear Fuel Contract by the Owner and the Supplier.

CONTRACT REGISTER

shall mean the register of contracts (in Czech: “registr smluv”) established under section 4 of the Contract Register Act.

CONTRACT REGISTER ACT

shall mean Czech Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of said contracts and on the contracts register (contract register act), as amended.

CZECH ATOMIC ACT

shall mean Czech Act No. 263/2016 Coll., the atomic act, as amended.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

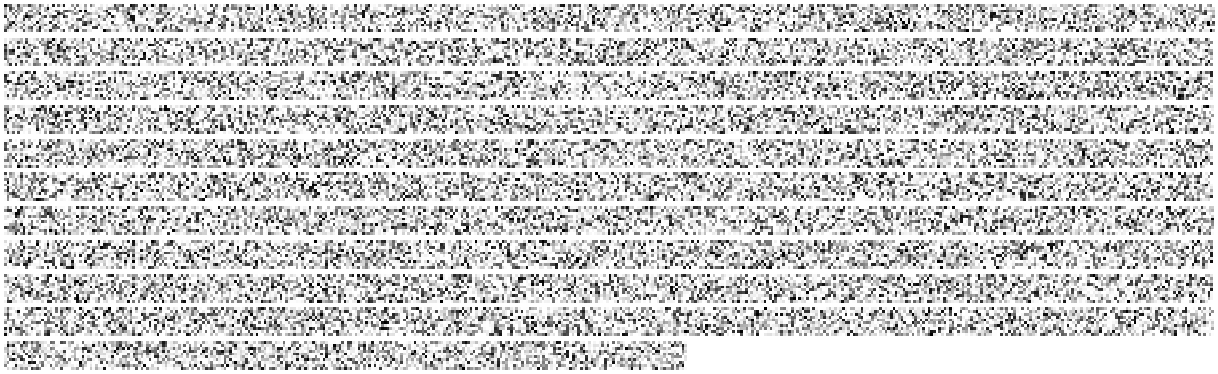
ENRICHED URANIUM PRODUCT (EUP)

shall mean a mixture of uranium isotopes in the chemical form of uranium hexafluoride in which the U235 isotope has been increased [redacted]

EPC CONTRACT

shall mean the engineering, procurement and construction contract for supply of the Dukovany nuclear power plant units 5 and 6 concluded between the Parties together with the Contract Agreement and the Nuclear Fuel Contract, as specified in the Contract Agreement.

[redacted]





FEED COMPONENT

shall mean the amount of natural uranium in the form of UF6 required to produce EUP with a given Assay and Calculation Tails Assay.





FINAL SAFETY ANALYSIS REPORT

(in Czech “provozní bezpečnostní zpráva”)

shall mean documentation being part of the application for License under Section 9 (1) (c) and (d) of the Czech Atomic Act, listed in Section 1 parts c) and d) of Annex 1 to the Czech Atomic Act and defined in Decree 329/2017 (Section 57 and Annexes 3 and 4).

FINAL TAKEOVER

shall mean, in relation to a unit of the Plant, the date of issuance of the respective Final Takeover Certificate for the relevant unit of the Plant by the Owner to the Supplier (as recorded in the Final Takeover Certificate for the relevant unit of the Plant).



FUEL
shall have the same meaning as Nuclear Fuel.

IMPLEMENTING LEGISLATION
shall mean legislation in the Czech Republic implementing the terms of the Vienna Convention and the Joint Protocol.

ISOTOPE WEIGHT
shall mean the weight of uranium isotope U235, contained in EUP delivered by the Owner to the Supplier and credited to Owner's Material Account or contained in Fuel Assemblies delivered by Supplier to Owner and debited from Owner's Material Account, expressed in kg rounded to the nearest gram.

JOINT PROTOCOL
shall mean the Joint Protocol relating to the Application of the Vienna Convention and the Paris Convention (1988).

LICENSES
shall mean any and all regulatory permits, licenses, approvals, consents, decisions and similar documents issued pursuant to the Czech Atomic Act and its implementing legislation, which are required for the Project. For the avoidance of doubt, the term "Licenses" shall not include the European Commission's state aid clearance for the Project.

NFC FORCE MAJEURE
shall mean events or circumstances defined in Chapter 12.

NFC PARTIAL TERMINATION
shall mean a termination of the NFC in relation to the NFC Deliverables and other portions of the NFC Work relating solely to the Terminated Unit in case of the Partial Termination of the EPC Contract.

NFC PRICE
shall mean the overall price for all NFC Work

NFC SUBCONTRACTOR
shall mean third party furnishing works, supplies (including, for the avoidance of doubt, supplies of information) or services to the Supplier in connection with any portion of the NFC Work. references to NFC Subcontractor(s) shall be interpreted as references to NFC Subcontractors of any tier (i.e., irrespective of whether contracted directly by the Supplier or by any other person participating in the supply chain), irrespective of whether the NFC expressly provides so.

[redacted]

NUCLEAR FUEL CONTRACT (NFC)

shall mean this contract on supply of NFC Deliverables and provision of other NFC Work concluded between the Parties together with the Contract Agreement and the EPC Contract as specified in the Contract Agreement.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

OWNER

Elektrárna Dukovany II, a. s., as further described in the Contract Agreement.

[redacted]

PARIS CONVENTION

shall mean the Convention on Third Party Liability in the Field of Nuclear Energy (1960) as amended.

PARTY

shall mean the Owner or the Supplier, as the context requires.

PERMITS

shall mean any and all regulatory permits, licenses, approvals, consents, decisions and similar documents, issued by the Authorities, or by public authorities of any country with the appropriate jurisdiction, which may be applied for and obtained by the Supplier or by the Owner and which are required for the Project, except for the Licenses; the term "Permits" shall include, but shall not be limited to, the Site Decision(s); Building Permit(s); early use of a building under the Building Act; trial operation permit under the Building Act, Final Inspection Approval(s); Commissioning Permits (except for the Licenses); and environmental permits. For the avoidance of doubt, the term "Permits" shall not include the European Commission's state aid clearance for the Project.

PLANT

shall mean the nuclear power plant comprising Dukovany unit 5 and Dukovany unit 6, [redacted]

[redacted]

POST IRRADIATION INSPECTION PROGRAM (PIIP)

shall mean the program developed by the Supplier or the Owner to inspect and measure selected characteristics of Fuel Assemblies and Core Components after irradiation.

[redacted]

PRELIMINARY SAFETY ANALYSIS REPORT

in Czech ("předběžná bezpečnostní zpráva")
shall mean documentation being part of the application for the License for Construction under Section 9(1) (b) of the Czech Atomic Act; listed in Section 1, part b) of Annex 1 to the Czech Atomic Act and defined in Decree 329/2017 (Section 56 and Annex 2).

[redacted]

PROVISIONAL TAKEOVER DATE

shall mean date of issuance of the Provisional Takeover Certificate by the Owner to the Supplier, for each unit of the Plant separately (as recorded in the Provisional Takeover Certificate).

[redacted]

[redacted]

[redacted]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

RELOAD CORE
shall mean any Core subsequent to the First Core.

RELOAD CORE DESIGN
shall mean Core Design relating to a Reload Core.

[illegible]

[illegible]

[redacted]

[redacted]

[redacted]

SATETY ANALYSIS REPORTS (SAR)
shall mean, unless the context clearly indicates that only one of the following reports is referred to, both the Preliminary Safety Analysis Report (PSAR) and the Final Safety Analysis Report (FSAR).

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

SUPPLIER
shall mean the legal entity designated so in the Contract Agreement.







TAX CONVENTION
shall mean the Convention between the Republic of Korea and the Czech Republic for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and on capital.



TECHNICAL SPECIFICATIONS
(in Czech: “limity a podmínky”)
shall mean the set of requirements by fulfillment of which the execution of an activity is deemed to be safe; see Czech Atomic Act Section 4 (3) (c).

TEMELÍN NFC
shall have the meaning ascribed to such term in Article 2.5.1.

TEMELÍN NFC OPTION
shall have the meaning ascribed to such term in Article 2.5.1.

TEMELÍN OPTION
shall have the meaning ascribed to such term in Article 3.6.1 of the Terms and Conditions of the EPC Contract.

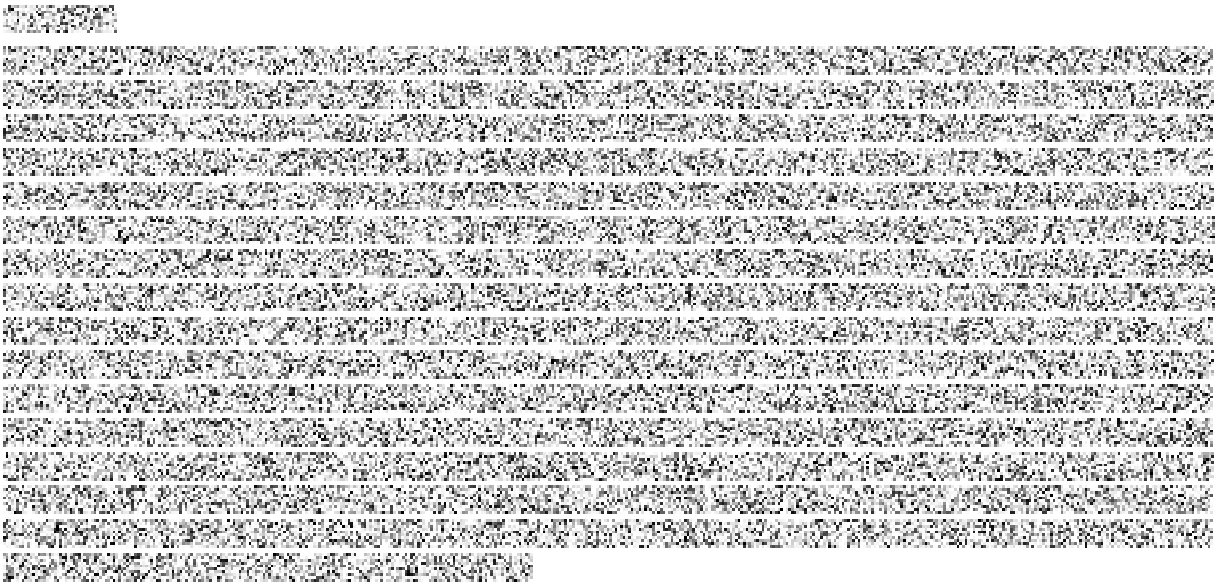
TEMELÍN OPTION EXERCUSE NOTICE
shall have the meaning ascribed to such term in Article 3.6.1 of the Terms and Conditions of the EPC Contract.



UMPIRE
shall have the meaning ascribed to such term in Appendix L.

UNIT(S)
shall mean part of the Plant which comprises (a) in relation to Dukovany unit 5, the Nuclear Island, Power Generation Plant and Balance of Plant of Dukovany unit 5; and (b) in relation to Dukovany unit 6, the Nuclear Island, Power Generation Plant and Balance of Plant of Dukovany unit 6.

VIENNA CONVENTION
shall mean the Vienna Convention on Civil Liability for Nuclear Damage (1963).



Capitalized terms not defined here in the NFC and defined in the EPC Contract shall have the same meaning as in the EPC Contract. For the avoidance of doubt, any references to capitalized "Terms and Conditions" shall be references to the Terms and Conditions of the EPC Contract regardless of whether the EPC Contract is explicitly mentioned in that reference.

Interpretation:

a) a "day" (irrespective of whether capitalized or not) means a calendar day in the Czech Republic, if the last day of a given period ends on a day which is not a business day, then such period shall be deemed to expire on the immediately succeeding business day;
b) a "business day" (irrespective of whether capitalized or not) means any weekday (other than Saturday and Sunday) when banks are open to transact business in Prague, Czech Republic;
c) a reference to an obligation to "ensure" (zajistit) something is a reference to the obligation to achieve the agreed result and not merely to an obligation to "put in a good word" (přimluvit se) within the meaning of the first sentence of section 1769 of the Civil Code;
d) unless expressly specified otherwise, a reference to the NFC, the EPC Contract, the Contract Agreement or any other contract or agreement is a reference to such document as amended or modified from time to time and such reference also includes a reference to any such amendments or modifications;

e) reference to any law shall be construed as a reference to the same as it may have been, or may from time to time be amended, modified or re-enacted; e.g., if any act referred to in the NFC is repealed and replaced by a new act, a reference in the NFC shall be construed as reference to the new act;
f) the Parties represent that they have jointly negotiated the NFC and, therefore, in cases where the expressions used in the NFC can be interpreted in more than one way, it is not possible to interpret the expressions against either of the Parties; the contra proferentem rule shall not apply to the NFC;
g) unless the context requires otherwise, words “include” or “including” shall be deemed to have the words “without limitation” following them (irrespective of whether the words “without limitation” or other words with a similar meaning are expressly used in the respective provision of the NFC);
h) a reference to “each Unit” (or “each unit”) is a reference to each Unit (or each unit) separately;
i) the Supplier shall proceed at least with NFC Good Engineering Practice whenever the Supplier is required to proceed under the NFC with due professional care (irrespective of whether or not the NFC Good Engineering Practice is expressly referred to);
j) [redacted]
k) references to Articles, Sections, Chapters and Appendices are to Articles, Sections, Chapters of and Appendices to the NFC;
l) unless the context requires otherwise:
    a. a reference to a milestone (e.g., Provisional Takeover or Final Takeover) of the Plant unit which achieves (or applies for) such milestone earlier or to the first Plant unit which achieves (or applies for) such milestone shall refer to the unit in relation to which such milestone occurred earlier chronologically (not according to the time schedules under the NFC or EPC Contract)
    b. a reference to a milestone (e.g., Provisional Takeover or Final Takeover) of the Plant unit which achieves (or applies for) such milestone later or to the second Plant unit which achieves (or applies for) such milestone shall refer to the unit in relation to which such milestone occurred later chronologically (not according to the time schedules under the NFC or EPC Contract);
m) [redacted]

Where any provision of the NFC contains any capitalized term defined above, expressions denoting the singular shall include the plural form and vice versa according to the context.

1.2 ABBREVIATIONS

ASTM
American Society for Testing and Materials (USA)

CEA
Control Element Assemblies

CSMS
Core Surveillance and Monitoring System

CRT
Class Room Training

DBC
Design Basis Conditions

EFPD
Effective Full Power Days

EPC
Engineering, Procurement and Construction

ESA
EURATOM Supply Agency

EU
European Union

EUP
Enriched Uranium Product

FRIE
Fuel Repair and Inspection Equipment

FNTP
Full Notice To Proceed

IAEA
International Atomic Energy Agency

LNTP
Limited Notice To Proceed

LTA
Lead Test Assemblies

LWA
Limited Work Authorisation

NFC
Nuclear Fuel Contract

NSA
Neutron Source Assemblies

OJP
On Job Practice

OJT
On Job Training

PIIP
Post Irradiation Inspection Program

QA
Quality Assurance

SDD
Scheduled Delivery Date

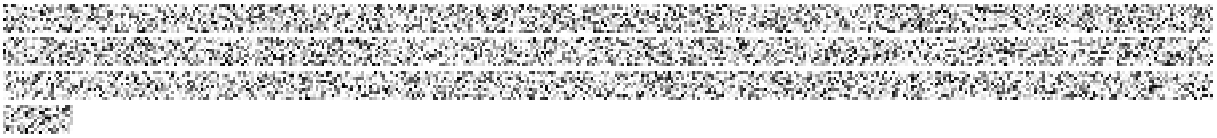
SWU
Separative Work Unit

VAT
Value Added Tax

2 SCOPE OF SUPPLY

2.1 GENERAL

2.1.1
The Supplier shall execute and provide all NFC Work including, but not limited to, works, supplies and services which are necessary for or incidental to the design, development, fabrication (including handling of Owner-supplied Nuclear Material), quality assurance, licensing and delivery of the NFC Deliverables.

2.1.2


2.1.3


2.1.4


2.1.5
The Supplier's scope of supply under the NFC shall include, but shall not be limited to, works, supplies and services listed in Section 2.2. The Supplier's scope of supply as set forth in Section 2.2 is further specified in more detail in other Chapters and Appendices of the NFC.

2.1.6

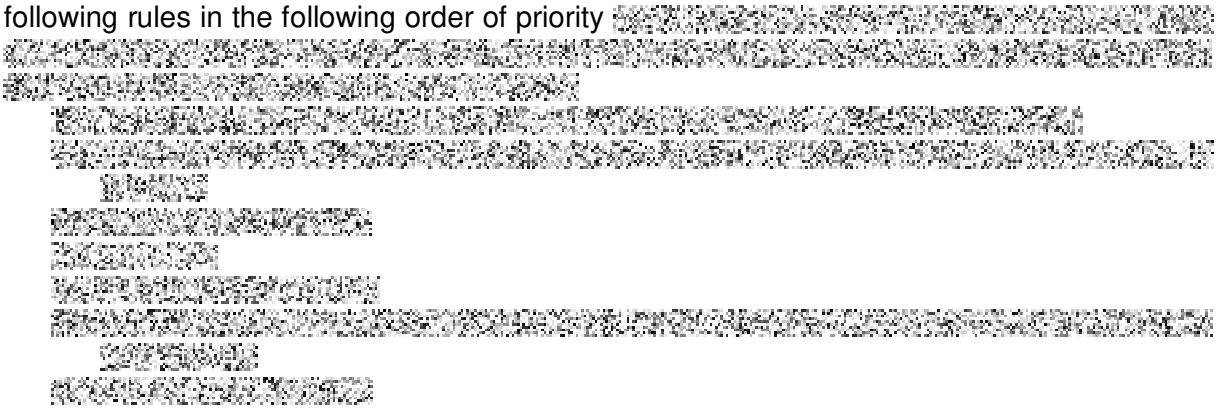

2.1.7
Whenever any cooperation of, support or assistance (hereinafter only "cooperation") by the Owner is required under the NFC in connection with any performance within the Supplier's scope of supply, the Supplier shall, without undue delay but reasonably and sufficiently in advance, deliver to the Owner a written notice




2.1.8 APPLICABLE RULES TO THE SUPPLIER'S OBLIGATIONS

2.1.8.1

The Supplier shall perform its obligations under the NFC (in particular, without limitation, perform and provide the NFC Work including the NFC Deliverables) in accordance with the following rules in the following order of priority



In case of any conflict between any obligations of the Supplier set out in any of the rules listed sub a) to f) above (but excluding those listed sub g) above), the Supplier shall without undue delay notify the Owner of such conflict. Without prejudice to any of the Supplier's obligations or liabilities under the NFC (including, without limitation, under the immediately preceding sentence), if the Owner becomes aware of such conflict before the Supplier, the Owner shall without undue delay notify the Supplier of such conflict.



2.1.8.2

For the avoidance of doubt, the Parties agree that such shall be deemed part of

2.1.8.3





2.1.8.4
Where the NFC refers to rules of country (of origin) of the Reference Plant and Standard Design or of the Supplier or to similar rules, such rules shall be treated for the purposes of the NFC as NFC Codes and Standards.

2.1.9
All documents to be provided by the Supplier to the Owner under the NFC shall be subject to review and approval procedure according to Appendix E, Part E.1.1.



2.2 SUPPLIER'S SCOPE OF SUPPLY

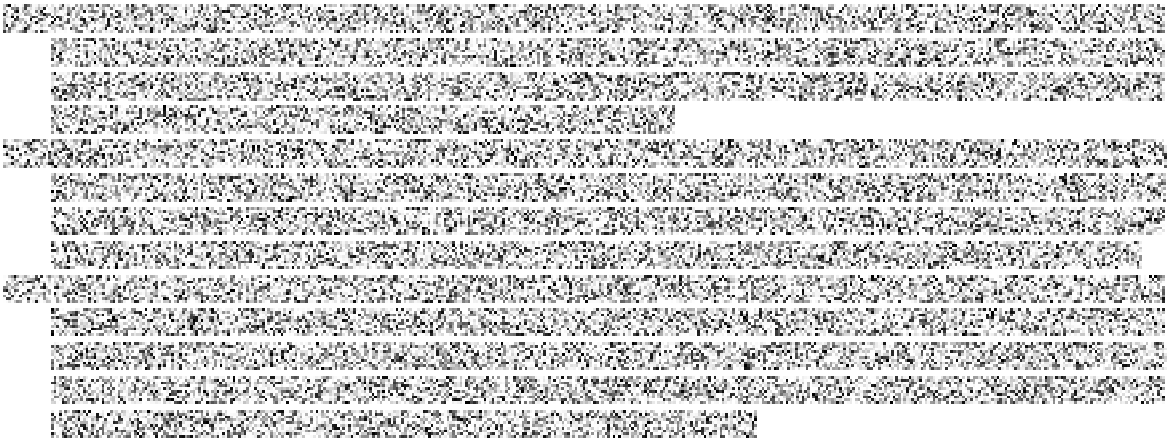
2.2.1 IMPLEMENTATION PROGRAM

The Supplier shall develop and implement the Implementation Program as described in Article 2.2.1 and in Appendix P. The Implementation Program shall be a reasonable sequence of steps leading to the delivery of licensed Fuel Assemblies and Core Components for the Plant.

2.2.1.1
The Implementation Program shall explicitly include, among others, the items listed below



2.2.1.2
The Implementation Program shall:





2.2.1.3



2.2.2 FUEL ASSEMBLIES AND CORE COMPONENTS

The Supplier shall deliver to the Owner:

a) for each Unit,
b) for each Unit, Fuel Assemblies
c) for each Unit, Fuel Assemblies being part of the Reload Supply Batches in the amount necessary for
d) for each Unit, Core Components necessary for the entire period during which the Unit will be loaded with the Fuel Assemblies:



2.2.2.1

The Supplier shall:





2.2.2.2

The Supplier shall:



2.2.2.3

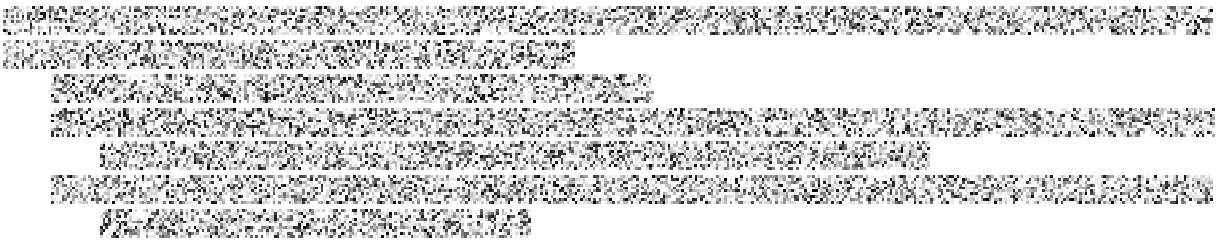
The Supplier shall:



2.2.3 SERVICES

2.2.3.1

2.2.3.1.1



2.2.3.1.2



2.2.3.1.3

[redacted]

2.2.3.1.4

[redacted]

2.2.3.1.5

[redacted]

2.2.3.2 [redacted]

[redacted]

2.2.3.3 [redacted]

[redacted]

[redacted]

2.2.3.4 [redacted]

2.2.3.4.1

[redacted]

[redacted]

2.2.3.4.2

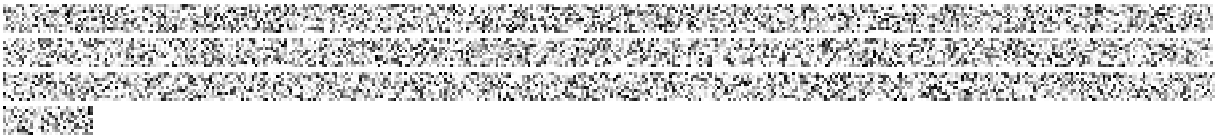


2.2.4 MEANS OF FUEL MANAGEMENT









2.2.4.1



2.2.4.2



2.2.4.3



2.2.4.4





2.2.4.4.1



2.2.4.4.2



2.2.4.4.3



2.2.4.4.4



2.2.4.4.5



2.2.4.5



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2.2.4.6.1

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2.2.4.9.1

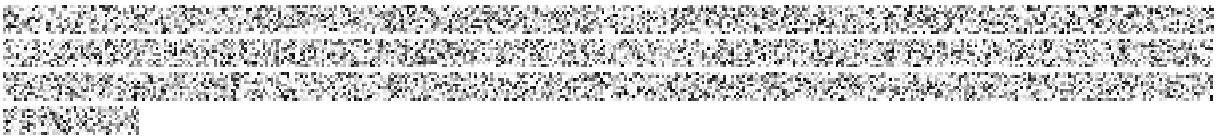
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2.2.4.9.4



2.3 OWNER'S SCOPE OF SUPPLY

2.3.1

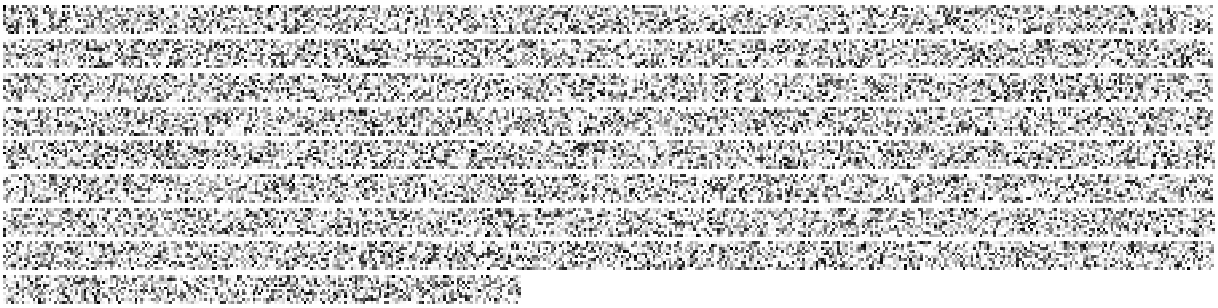
The Owner shall:



2.3.2

Without prejudice to Supplier's obligations and liabilities under the NFC, the Owner shall make its reasonable efforts to provide any necessary support and cooperation to the Supplier during the whole period of the performance of the NFC which is reasonably necessary for successful completion of the NFC Work.

2.3.3



2.4

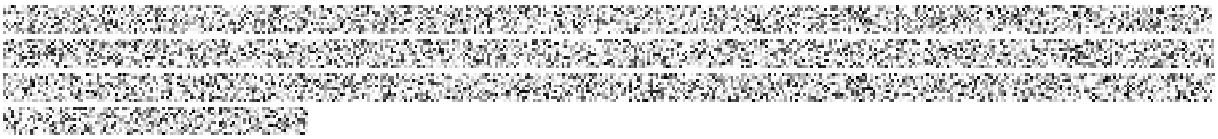


2.4.1

2.4.1.1



2.4.1.2



2.4.1.3



2.4.1.4



2.4.1.5



2.4.1.6



2.4.1.7



2.4.1.8 [redacted]

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2.4.1.9 [redacted]

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2.4.1.10 [redacted]

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2.4.1.11 [redacted]

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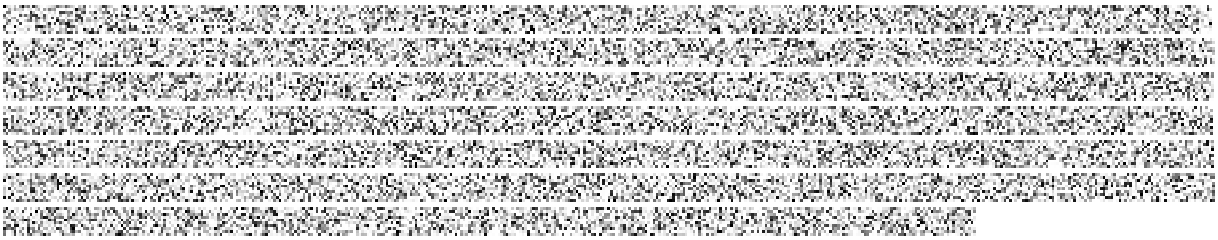
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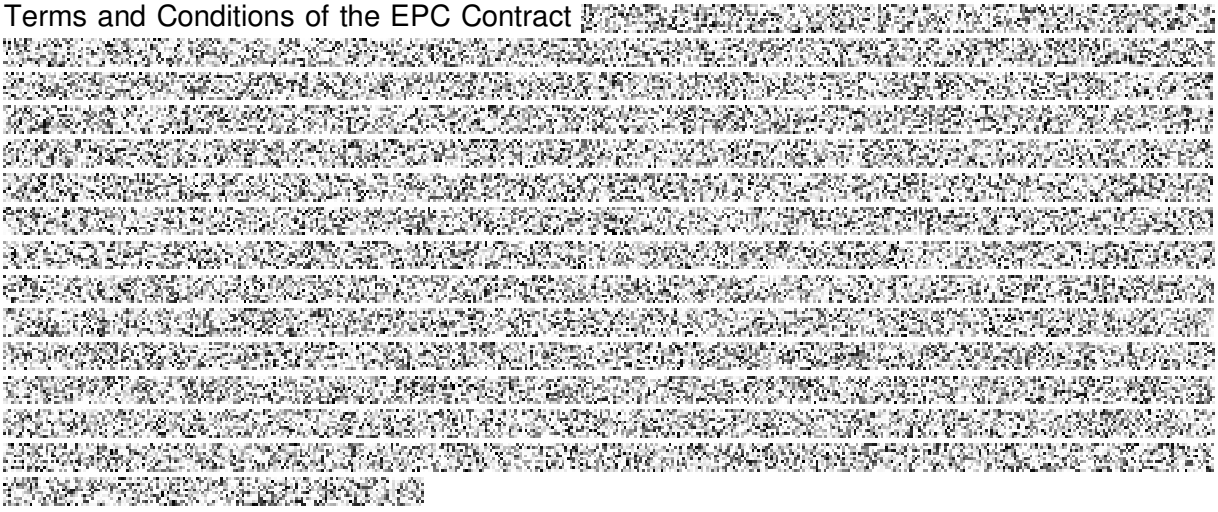
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2.5 OWNER'S OPTION FOR NUCLEAR FUEL CONTRACT FOR TEMELÍN NUCLEAR POWER PLANT UNITS 3 AND 4

2.5.1

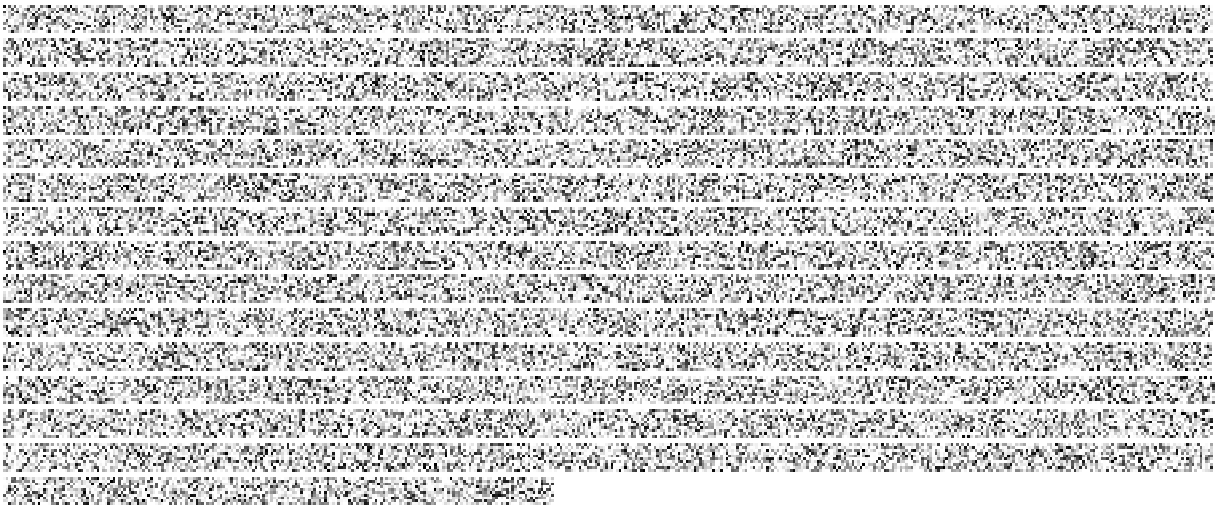
Whenever the Owner delivers to the Supplier the Temelín Option Exercise Notice in accordance with Article 3.6.1 of the Terms and Conditions of the EPC Contract, the Owner shall be deemed to also require the Supplier to enter into nuclear fuel contract for supply of nuclear fuel (and other NFC Deliverables) for Temelín units 3 and 4 (the "**Temelín NFC Option**") on the terms specified in Appendix NFOETE (containing the form of nuclear fuel contract for the Temelín NFC Option including all appendices thereto) provided that the Parties acknowledge that the form in Appendix NFOETE is based on the terms specified in the Appendices O1 (containing the form of Contract Agreement for the Temelín Option) and O2 (containing the form of Terms and Conditions of the EPC Contract for the Temelín Option including all Appendices thereto except as provided otherwise in the EPC Contract) of the Terms and Conditions of the EPC Contract



The nuclear fuel contract entered into by the Parties as a result of Owner's exercise of the Temelín NFC Option (the "**Temelín NFC**")



2.5.2



3 NUCLEAR MATERIAL

3.1 BASIC PRINCIPLES OF NUCLEAR MATERIAL DELIVERY

3.1.1

3.1.2

3.1.3

3.1.4

3.1.4.1

3.1.4.2

3.1.5

3.1.6

3.2 MATERIAL ACCOUNT

3.2.1

3.2.2

3.2.3

3.3 DELIVERY OF NUCLEAR MATERIAL FOR FABRICATION

3.3.1

3.3.2

3.3.3

3.3.4

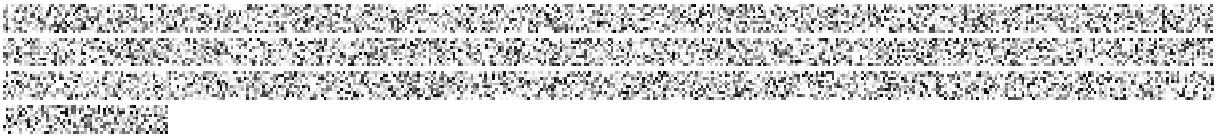
3.3.5



3.3.6



3.3.7



4 DESIGN REQUIREMENTS

4.1 GENERAL DESIGN REQUIREMENTS

4.1.1



4.1.2



4.1.3



4.1.4



4.1.5



4.1.6



4.1.7



4.1.8



4.1.9



4.1.10



4.2 TECHNICAL REQUIREMENTS - NUCLEAR FUEL AND IN-CORE MANAGEMENT DESIGN BASIS

4.2.1

4.2.1.1





4.2.1.2



4.2.1.3



4.2.1.4



[redacted]

4.2.1.5

[redacted]

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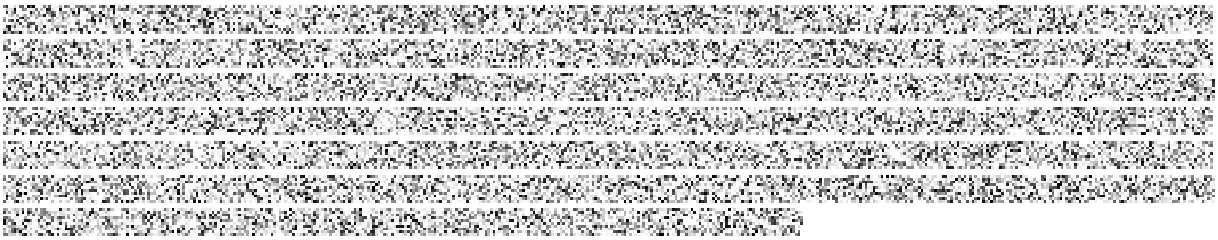
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4.2.2.3



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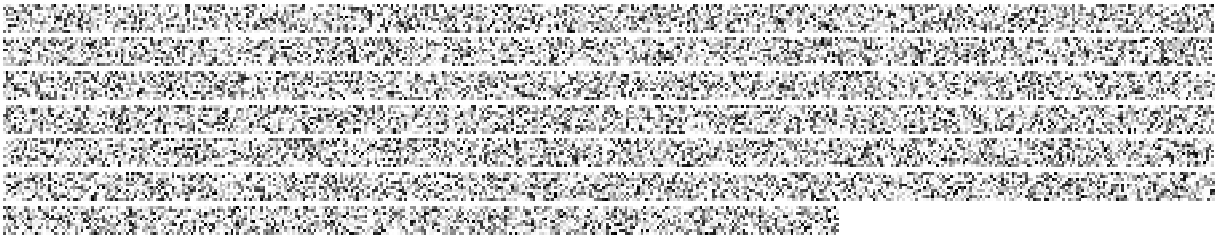
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4.2.2.7



4.2.2.8



4.3 IN-CORE FUEL MANAGEMENT PROCESS RULES

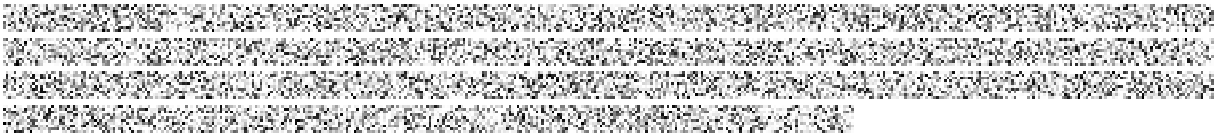
4.3.1



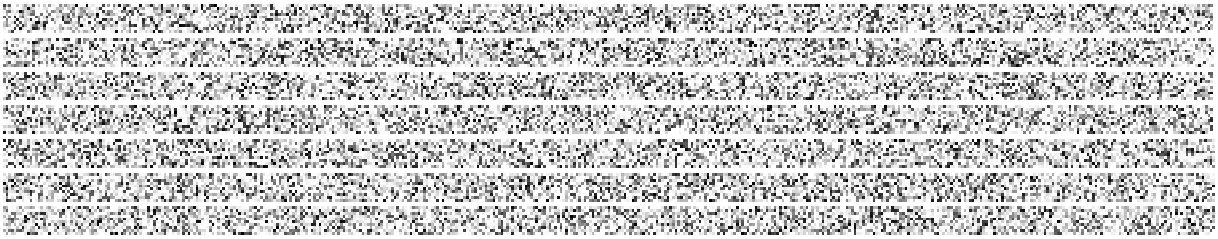
4.3.2



4.3.3



4.3.4



5 DELIVERY, TITLE AND RISK OF LOSS

5.1 DELIVERY

5.1.1
The Supplier shall deliver the Fuel Assemblies and Core Components to the Owner on the terms [redacted] If not stated otherwise in the NFC, these terms shall be used for all other NFC Deliverables.

5.1.2
At least [redacted] in advance of the delivery of the first Fuel Assembly (or delivery of relating Core Component, whichever comes first) of each First Core Supply Batch and of each Reload Supply Batch to be supplied hereunder, [redacted]

5.1.3
At least [redacted] prior to the delivery of any Fuel Assemblies or Core Components, the Supplier shall furnish the Owner [redacted]

5.1.4
The Supplier shall ship all Fuel Assemblies and Core Components in Transport Packages provided by the Supplier. [redacted]

5.1.5
[redacted]

5.1.6
The Supplier shall submit to the Owner the documentation specified in Appendix N relating to the delivery of Fuel Assemblies and Core Components.

5.1.7
For each delivery of Fuel Assemblies or Core Components, the Supplier shall submit to the Owner information

5.2 INSPECTION AND ACCEPTANCE

5.2.1 Inspection

The Owner shall inspect the Fuel Assemblies and the Core Components within of their delivery in accordance with

5.2.2 Acceptance of First Core Supply Batches

Acceptance of each First Core Supply Batch Fuel Assembly (and, for the avoidance of doubt, each Core Component delivered for the First Core) shall be deemed to have occurred upon issuance and delivery by the Owner to the Supplier of a written notice of Acceptance under Article 5.2.4 after successful completion of the inspection (pursuant to Article 5.2.1) of the First Core Supply Batch Fuel Assemblies and the Core Components delivered for the First Core.

5.2.3 Acceptance of Reload Supply Batches (and spares and replacements under Chapter 15)

Article 5.2.2 shall apply mutatis mutandis for each Reload Supply Batch (and Core Components delivered for Reload Cores). For the avoidance of doubt, Article 5.2.2 shall apply mutatis mutandis also for each delivery of any Replacement Fuel Assemblies (including also under Article 5.2.1), Replacement Core Components (including also under Article 5.2.1), spare Fuel Assemblies and spare Core Components.

5.2.4 Notice of Acceptance or rejection

The Owner shall issue and deliver to the Supplier written notice of Acceptance and/or rejection (the form of which notice is included in Appendix N) of all or a portion of the First Core Supply Batch or Reload Supply Batch (and, for the avoidance of doubt, of the related Core Components) or other delivery under Article 5.2.3, as specified in Articles 5.2.1 to 5.2.3, (a) no later than [redacted] upon completion of the respective inspection of the Fuel Assemblies and/or Core Components or (b) in case any Fuel Defect is found during the inspection, no later than [redacted] upon completion of the respective inspection.

5.2.5 Acceptance of any other NFC Deliverables

Acceptance of any other NFC Deliverables provided by the Supplier except for the NFC Deliverables specified in Articles 5.2.2 and 5.2.3 shall be [redacted] of the later of (a) the related milestone defined in Appendix R or S and (b) the NFC Deliverable delivery or (2) upon the issuance of notice of Acceptance (the form of which notice is included in Appendix N) and the delivery thereof to the Supplier by the Owner. [redacted]

[redacted]

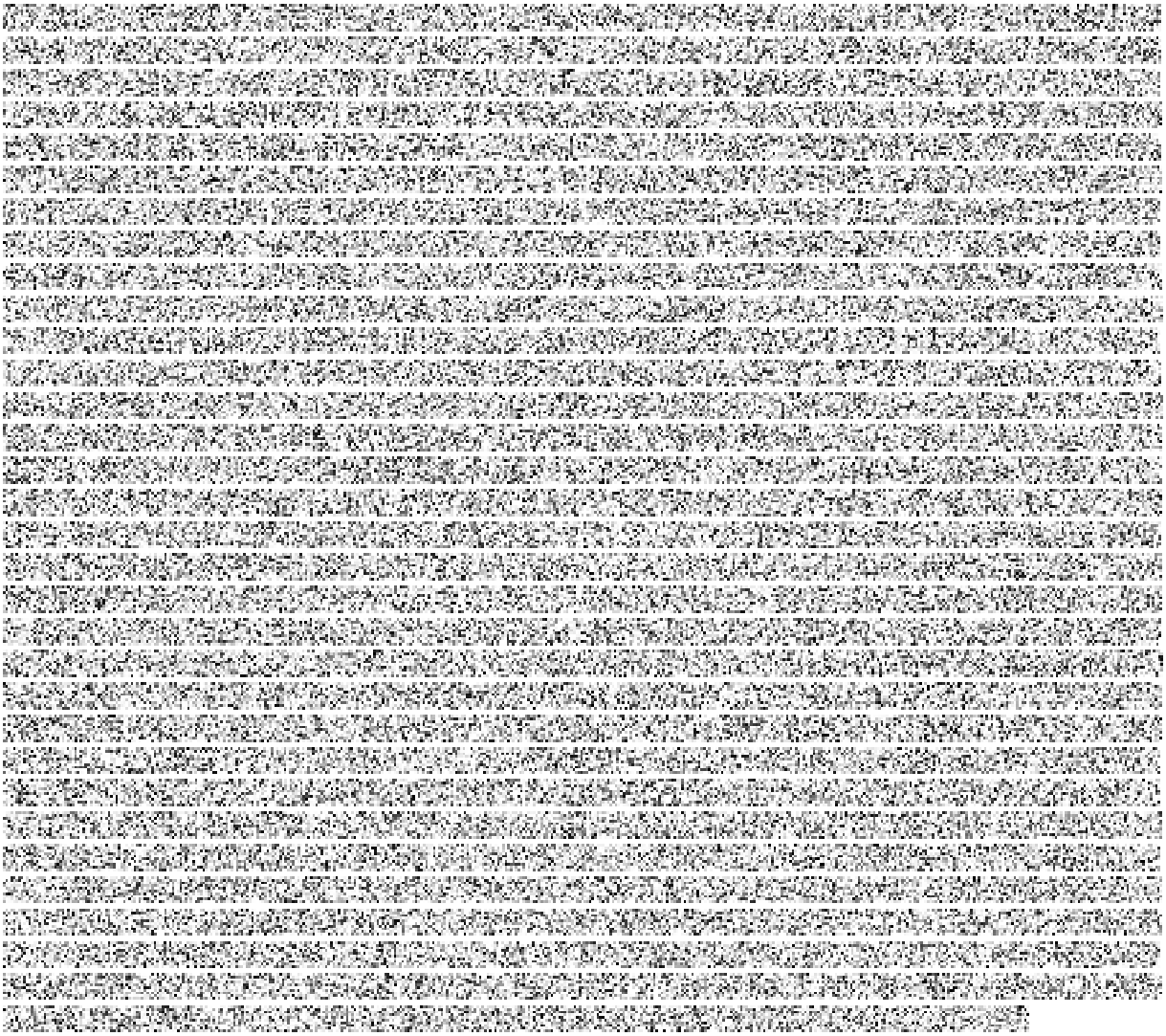
[redacted]

5.3 STORAGE OF FUEL ASSEMBLIES AND CORE COMPONENTS

5.3.1 First Core Supply Batch

The delivery to the Plant site of the Fuel Assemblies of the First Core Supply Batch for each Unit and of the Core Components to be delivered for the First Core shall be performed by the Supplier [redacted]

before the respective Unit start-up, also according to Appendix R.

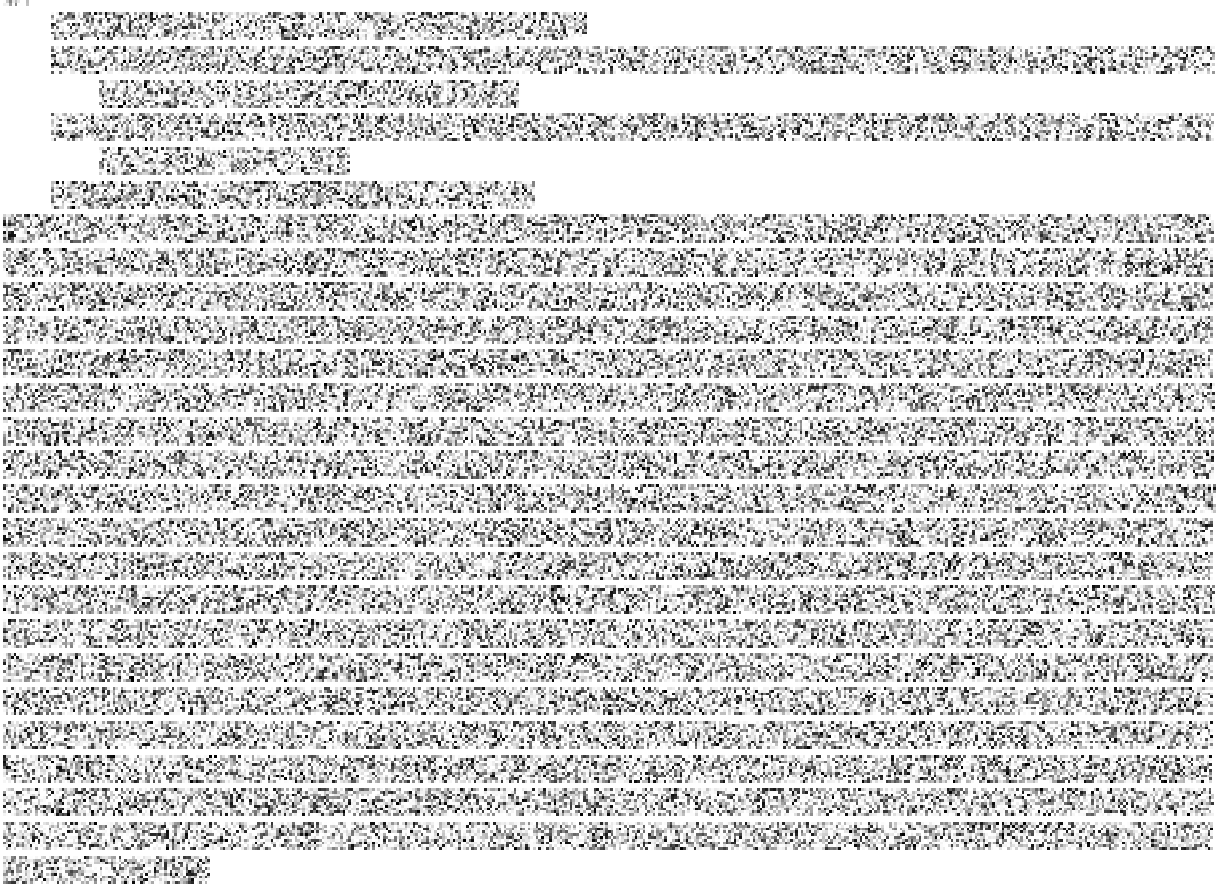


5.3.2 Reload Supply Batch





5.3.3



5.4 TITLE

5.4.1

Title to (ownership of) each of the Fuel Assemblies of a First Core Supply Batch and Core Components delivered for the First Core of each Unit shall pass to the Owner upon Acceptance of the respective Fuel Assembly or Core Component according to Article 5.2.2.

5.4.2
Title to each of Fuel Assemblies of a Reload Supply Batch [redacted] and Core Components delivered for a Reload Core shall pass to the Owner upon Acceptance of the respective Fuel Assembly or Core Component according to Article 5.2.3.

5.4.3
Title to the Nuclear Material supplied by the Owner shall remain with the Owner at all times. Further, the Nuclear Material control requirements and procedures of EURATOM, as represented by the ESA, shall also apply to the Nuclear Material at all times in accordance with Chapter 3.

5.4.4
Title to other NFC Deliverables shall pass to the Owner upon Acceptance in accordance with Article 5.2.5.

5.4.5 Title Warranty
The Supplier shall ensure that all subcontracts entered into with the NFC Subcontractors incorporate appropriate provisions ensuring compliance with the NFC transfer of title provisions, [redacted]

The Supplier represents and shall ensure that title to all NFC Deliverables shall belong to the Owner and that all NFC Deliverables shall be free of any Liens. [redacted]

5.4.6
The Owner shall without undue delay notify the Supplier of any claims made or actions brought against the Owner in respect of any NFC Deliverables. The Supplier shall, at its own cost, upon request of the Owner and to a reasonable extent, conduct related negotiations and/or litigation(s) on behalf of the Owner and/or assist the Owner in the negotiations and/or the litigation(s). The Supplier shall not make, without a prior written consent of the Owner, any admission which might be detrimental to the defence of the Owner.

5.4.7
The Supplier's title warranty obligations regarding the Means of Fuel Management are specifically addressed in Appendix I.

5.4.8
Transfer of title to any NFC Deliverable shall not be deemed to be

5.4.9
If for any reason payment for any NFC Deliverable will be made earlier than the title to that NFC Deliverable would otherwise pass to the Owner pursuant to other provisions of this Section 5.4, then title to that NFC Deliverable shall pass to the Owner upon payment for that NFC Deliverable.

5.4.10

5.4.11
Title to each Replacement Fuel Assembly and each Replacement Core Component shall pass to the Owner upon Acceptance of the respective Fuel Assembly or Core Component according to Article 5.2.3.

5.5 RISK OF LOSS OR DAMAGE

5.5.1
The risk of loss of, or damage to, Nuclear Material supplied by the Owner shall be borne by the Supplier from the time it is delivered to the Supplier pursuant to Chapter 3, until the risk of loss of, or damage to, the Fuel Assemblies in which it is incorporated has passed to the Owner.

5.5.2
The risk of loss of, or damage to, Fuel Assemblies of a First Core Supply Batch and/or Core Components delivered for the First Core shall pass to the Owner

5.5.3
The risk of loss of, or damage to, Fuel Assemblies of a Reload Supply Batch and/or Core Components delivered for a Reload Core shall pass to the Owner

5.5.4
In the event that Fuel Assemblies and/or Core Components are placed in storage



5.5.5



5.5.6

The risk of loss of, or damage to, other NFC Deliverables (than Fuel Assemblies and Core Components) shall pass to the Owner upon Acceptance of such NFC Deliverables according to Article 5.2.5.

5.5.7



5.5.8

The risk of loss of, or damage to, each Replacement Fuel Assembly and each Replacement Core Component shall pass to the Owner upon Acceptance of the respective Replacement Fuel Assembly or Replacement Core Component according to Articles 5.2.2 and 5.2.3.

6 LICENCES AND PERMITS

6.1 GENERAL REQUIREMENTS

6.1.1
The Supplier shall ensure, in compliance with Article 2.1.8, that the Fuel Assembly and Core Component design, associated design methods, analytical models, manufacturing and all related activities and NFC Deliverables shall comply with

6.1.2
The Supplier shall supply NFC Deliverables that meet all requirements

6.1.3
The Supplier shall apply for and obtain Any costs incurred by the Supplier associated with obtaining such Licenses and Permits shall be borne by the Supplier and shall be deemed to be included in the NFC Price.

6.1.4
The Owner shall apply for and obtain the

6.2 LICENSING SUPPORT

6.2.1
The Supplier shall provide the Owner with all necessary support in obtaining the Licenses and Permits for which the Owner shall apply according to Article 6.1.4 (for the avoidance of doubt, such support shall be at no additional cost to the Owner).

6.2.2
The information and documents to be supplied to the Owner by the Supplier for obtaining the Licenses and Permits are specified in Appendices E and F. In case a request for additional information is issued by the Authorities, such information shall be completed and submitted by the Supplier in the form and time specified by the Authorities.

6.2.3
The Supplier shall provide



6.2.4
The Supplier shall describe to the Owner the schedule and steps necessary to meet Requirements of the Authorities.



6.2.5



6.2.6
The Supplier acknowledges that



6.2.7
In the event the Supplier requires any information from the Owner, it shall notify the Owner of its requirements and the Owner shall supply such information on terms mutually agreed between the Parties.

6.3 SAFETY ANALYSIS REPORT

6.3.1
The Supplier shall provide the Owner



6.3.2
The Supplier shall perform



6.3.3
The Supplier shall assist with and where appropriate undertake to the extent possible to support the preparation

6.3.4
The Supplier shall answer all questions, requests for additional information and and where necessary and applicable shall amend, revise and/or supply any documentation to the Owner

6.3.5
The Supplier shall indicate and propose for acceptance by the Owner the general approach to be applied for each of the licensing events to be analysed as part of the NFC Work.

7 DESIGN AND DELIVERY SCHEDULES

7.1 SCHEDULE FOR NFC DELIVERABLES UNTIL PROVISIONAL TAKEOVER DATE

Time schedule for NFC Deliverables portion to be delivered by the Supplier until Provisional Takeover Date is specified in Appendix R.

7.X

7.2 RELOAD SUPPLY BATCHES DELIVERY SCHEDULES

7.2.1

The Supplier shall deliver Reload Supply Batches at approximately intervals. These periods may be modified by the Owner in accordance with the provisions of this Chapter 7 and shall be used for planning purposes only.

7.2.2

The Owner shall notify the Supplier pursuant to Appendix S about required SDD date.

7.2.3

No later than following the receipt by the Supplier of the Owner's notification of required SDD, the Parties shall sign the "Order" (the form of which is included in Appendix N)

7.2.4

7.2.5
Within [redacted] of finalizing the "Order" pursuant to Article 7.2.3, the Supplier shall provide to Owner [redacted]

7.2.6
At least [redacted] prior to shipment of the first Fuel Assembly of each Reload Supply Batch and of each Core Component, the Supplier shall provide the Owner [redacted]

7.3 [redacted]

7.3.1
[redacted]

7.3.2
[redacted]

7.3.3
[redacted]

7.3.4
[redacted]

7.4 DELAYS DUE TO NFC FORCE MAJEURE

In the event of a delay of any obligation under the NFC, then, to the extent that such delay is caused as a result of events which are defined as NFC Force Majeure under Chapter 12:

[redacted]



7.5 DELAYS DUE TO OWNER

In the event of a delay of any obligation under the NFC, then, to the extent that such delay is caused as a result of a violation of Mandatory Law by the Owner or a breach of any obligation of the Owner under the NFC

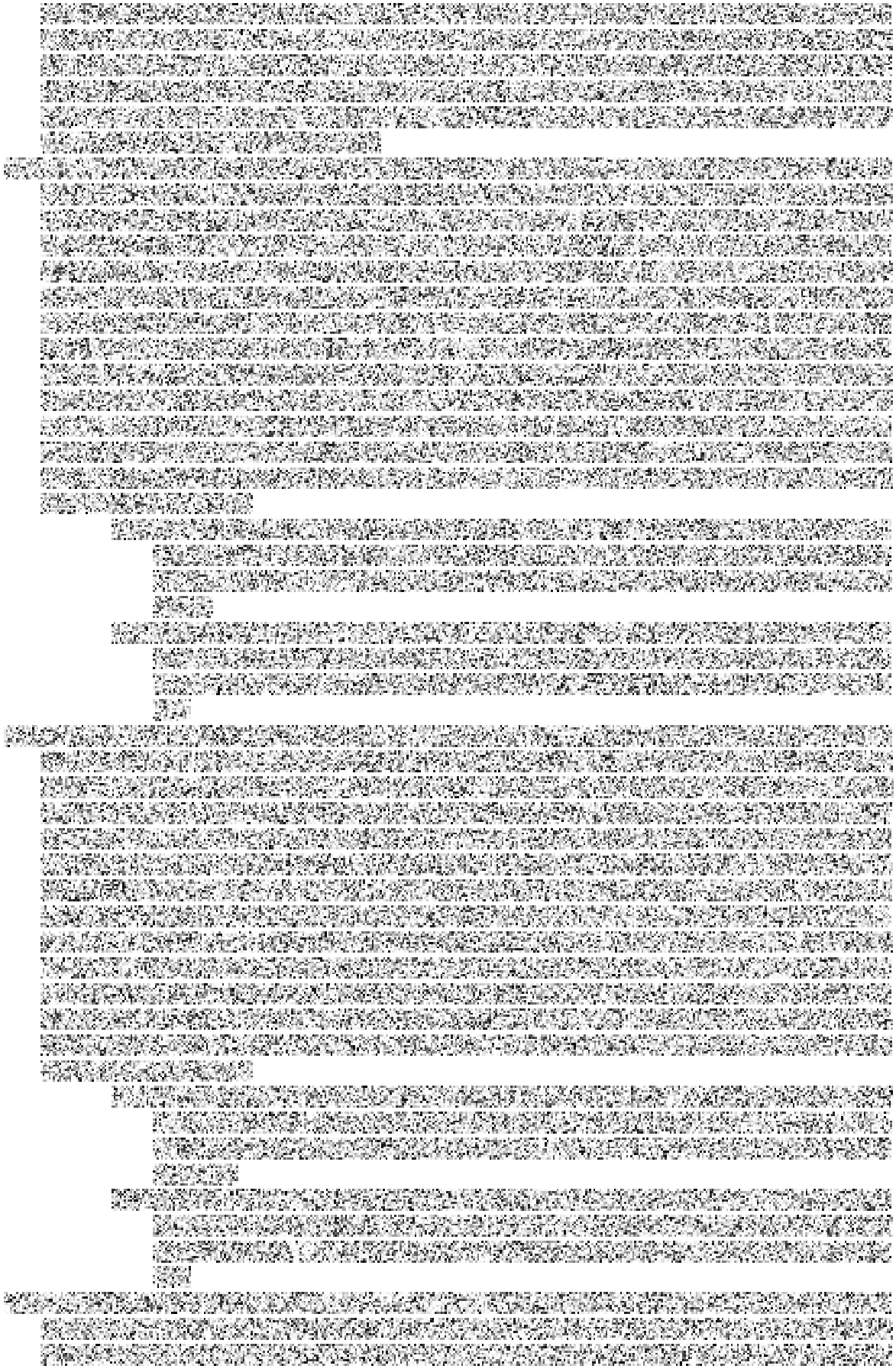


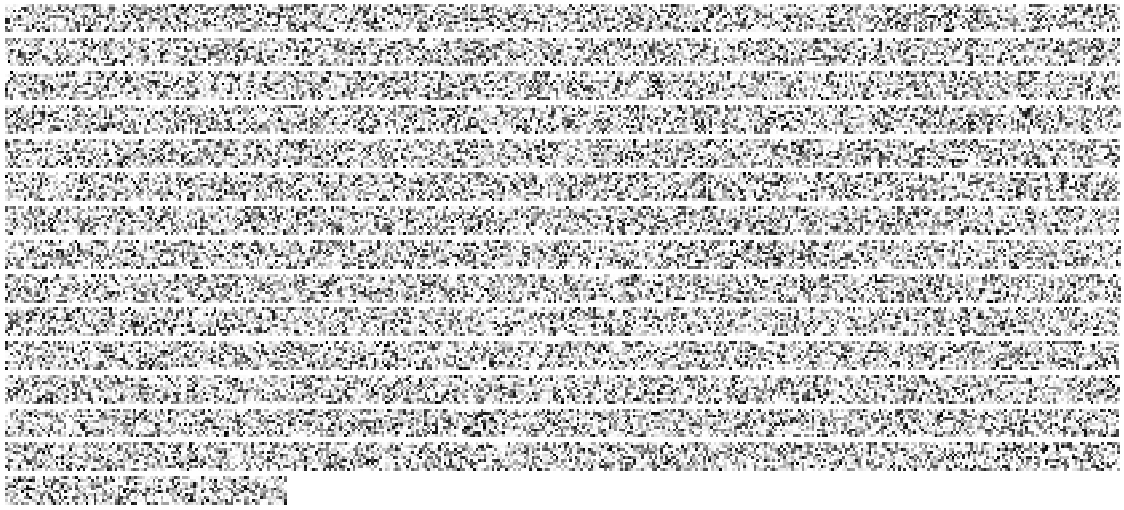


7.6 DELAYS DUE TO SUPPLIER

In the event of a delay of any obligation under the NFC, then, to the extent

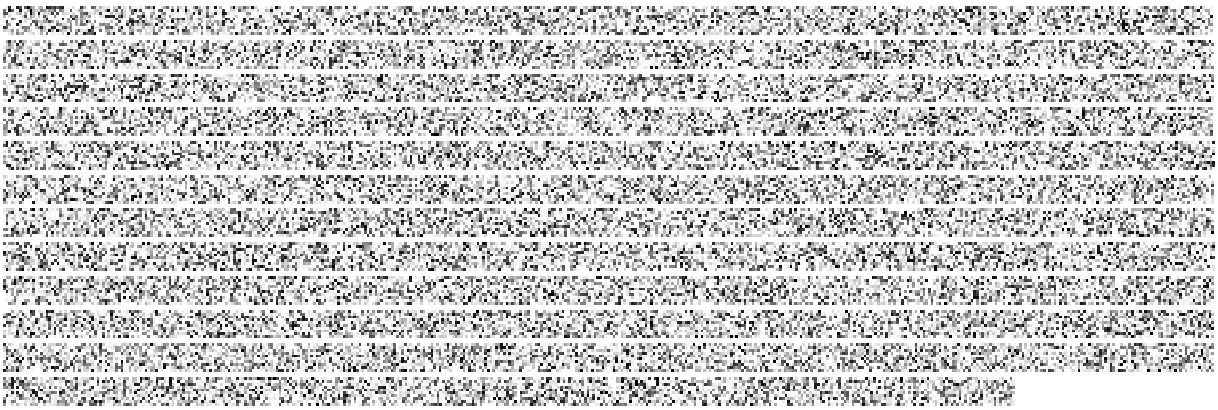












7.7 NOTIFICATION OF DELAYS AND OTHER PROVISIONS

7.7.1

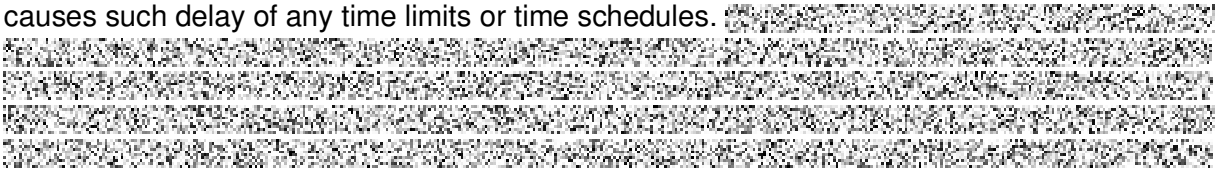
The Supplier shall monitor the execution of the NFC Work and inform the Owner of any event which could affect the achievement of any obligation under the NFC or time limits or time schedules



7.7.2



the Supplier shall give written notice to the Owner of any cause or event which causes such delay of any time limits or time schedules.





In the event the Supplier fails to perform any of its obligations under Articles 7.7.1 or 7.7.2 of the NFC,



7.7.3



7.7.4

The Supplier shall, with due professional care, eliminate, mitigate or minimize (by remedying the consequences of the delay in the most effective and most expedient manner) any delay of any time limits or any time schedules.

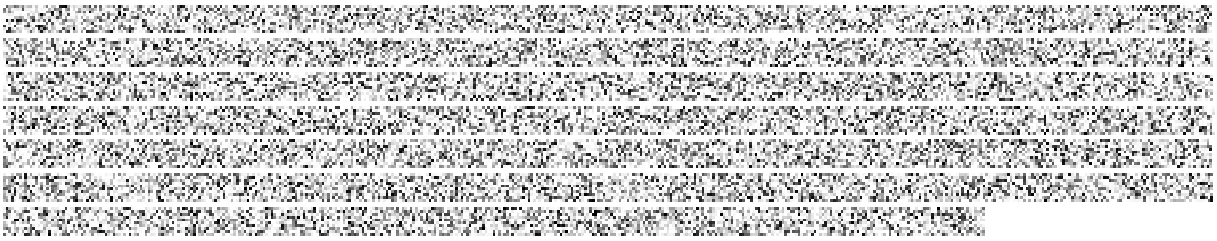
7.7.5



7.7.6



7.7.7



7.7.8



8 PRICE, [redacted] AND TERMS OF PAYMENT

8.1 [redacted]

[redacted]

8.2 [redacted]

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8.2.1

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8.5.4.2

8.5.5

8.5.6
8.5.6.1

8.5.6.2

8.6 PAYMENT TERMS

8.6.1
Any amount due under the NFC by the Owner to the Supplier shall be paid by wire transfer to the credit of the account designated in Appendix V, in immediately available funds. Payment is considered to have been effected when funds are credited to the Supplier's account.

8.6.2
If Acceptance by the Owner is applicable, the invoice associated with payment for such NFC Deliverables can be issued by the Supplier only subject to the Acceptance pursuant to Section 5.2.

8.6.3
Any amount due under the NFC by the Owner to the Supplier shall be payable within from the date of receipt of the original of an invoice issued in accordance with the NFC and complying with Appendix V. If the invoice does not contain the essential requirements in accordance with Appendix V, the Owner has the right to refuse such invoice and return it to the Supplier. The Supplier shall correct the invoice until it is in compliance with requirements in Appendix V.
If the above payment due date falls on a bank holiday in either Party's country, such due date shall be postponed to the next banking day in both Party's country.

8.6.4



8.6.5

If the Owner fails to make any payment under the NFC when it becomes due, the Owner shall



8.6.6

All banking charges and fees of



8.7



8.7.1

Any payments by the Supplier to the Owner under the NFC shall be paid by wire transfer to the credit of the Owner's account



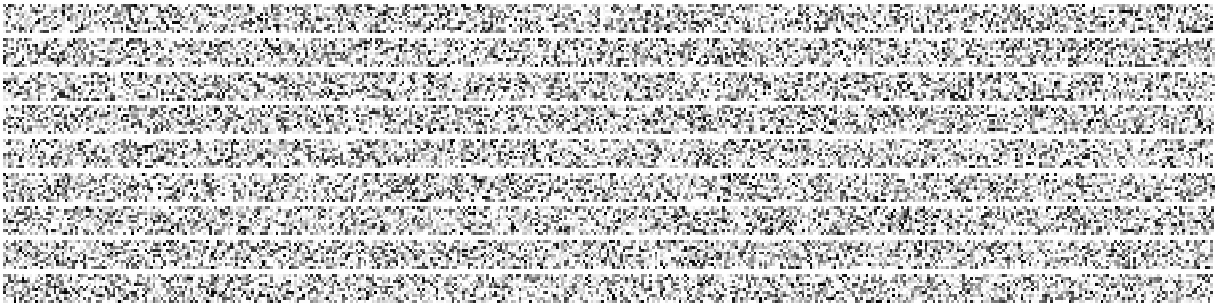
8.7.2



8.7.3









8.7.4

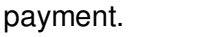


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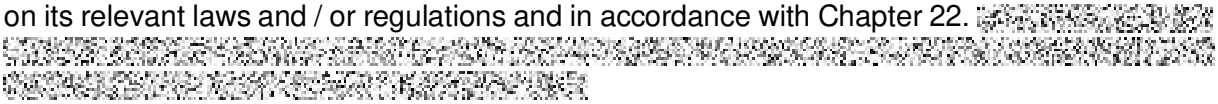
If the Supplier fails to make any payment under the NFC when it becomes due, the Supplier shall 

8.7.6



Other payments under the NFC shall be paid upon written request and shall be due, unless otherwise provided in the NFC, within  following the receipt of a written request of the entitled Party for the respective payment.

8.8 VALUE ADDED TAX

 If applicable, each Party shall pay VAT based on its relevant laws and / or regulations and in accordance with Chapter 22. 

8.9 SET-OFF

8.9.1



8.9.2



9 INTERACTION BETWEEN NFC AND EPC CONTRACT

9.1 GENERAL RELATION BETWEEN NUCLEAR FUEL CONTRACT AND EPC CONTRACT

9.2

9.3

9.4

9.4.1

9.4.2

9.4.3

10 WARRANTIES

Without limitation to any of the Owner's rights and/or Supplier's obligations under the below provisions of this Chapter 10, the Supplier warrants to the Owner that during the warranty periods set forth in this Chapter 10, all NFC Work shall be free of any defect,







All warranties set forth in this Chapter 10 apply separately for each Unit.

10.1

10.1.1 Warranty



10.1.2 Warranty Period

10.1.2.1



10.1.2.2

[redacted]

10.1.3 Remedy

10.1.3.1

[redacted]



10.1.3.2

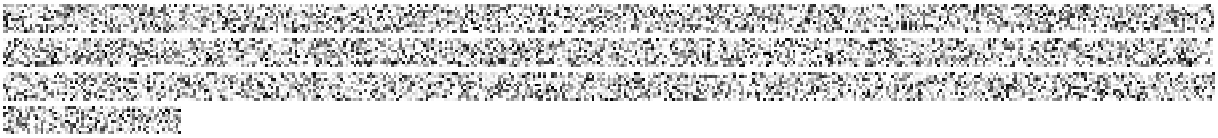


10.2

10.2.1 Warranty

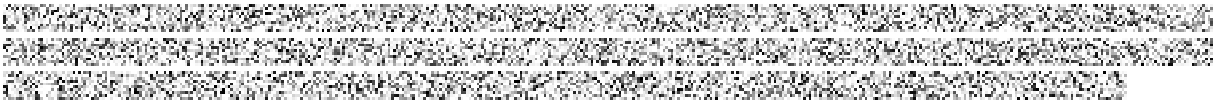


10.2.2 Warranty Period



10.2.3 Remedy

10.2.3.1







10.2.3.2



10.2.4



10.3



10.3.1 Warranty



10.3.2 Warranty Period



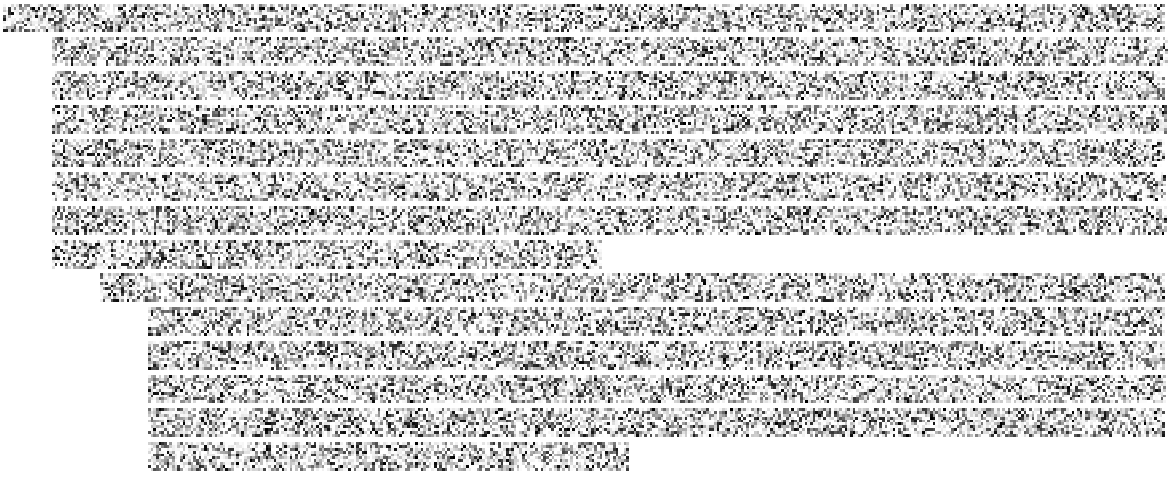
10.3.3 Remedy

10.3.3.1



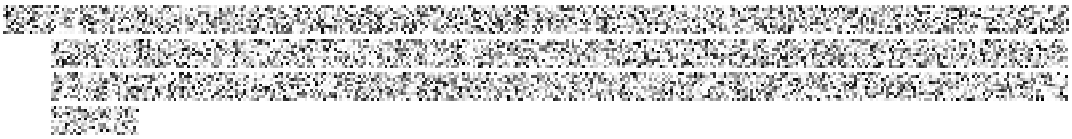












[redacted]

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10.3.3.2

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10.4 [redacted]

10.4.1 WARRANTY

[redacted]

[redacted]

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10.4.2 REMEDY

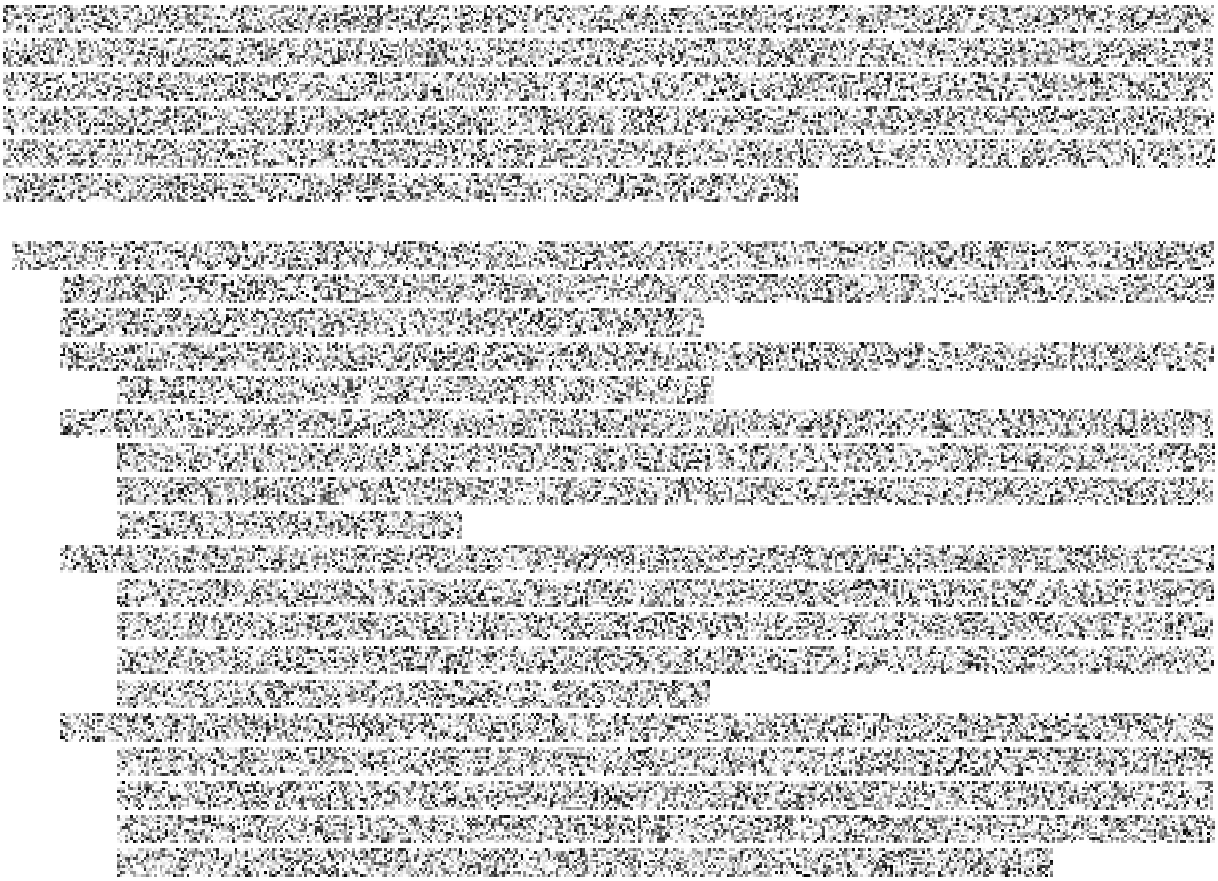
10.4.2.1 [redacted]

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10.4.2.2



10.4.2.3

10.4.2.4

10.4.2.5

10.4.2.5.1

10.4.2.5.2

10.4.2.6

10.4.3 WARRANTY PERIOD

[redacted]

[redacted]

10.5 [redacted]

10.5.1 WARRANTY

[redacted]

10.5.2 REMEDY

10.5.2.1

[redacted]

10.5.2.2



10.5.2.3



10.5.2.4



10.5.3 WARRANTY PERIOD



10.5.4



10.5.5



10.6

10.6.1



10.6.2

10.6.2.1 Warranty

10.6.2.2 Warranty period

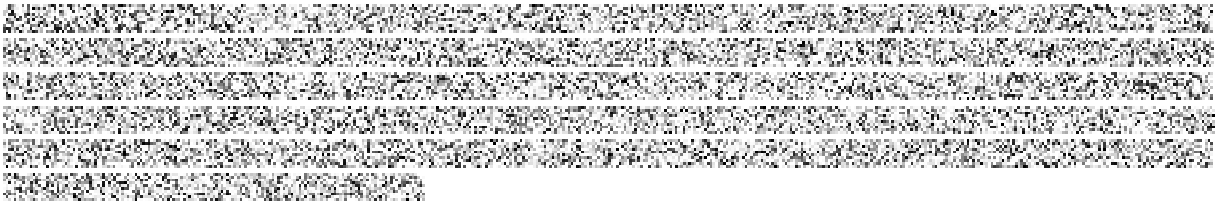
10.6.2.3 Remedy

10.6.3

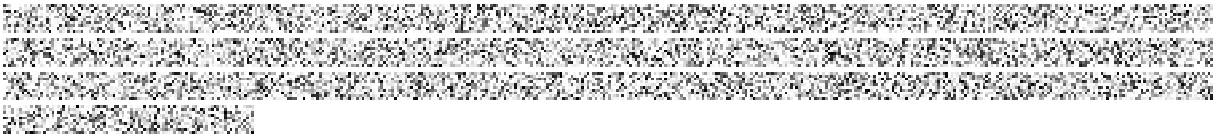
10.7

10.7.1 WARRANTY

10.7.2 REMEDY



10.7.3 WARRANTY PERIOD



10.7.4

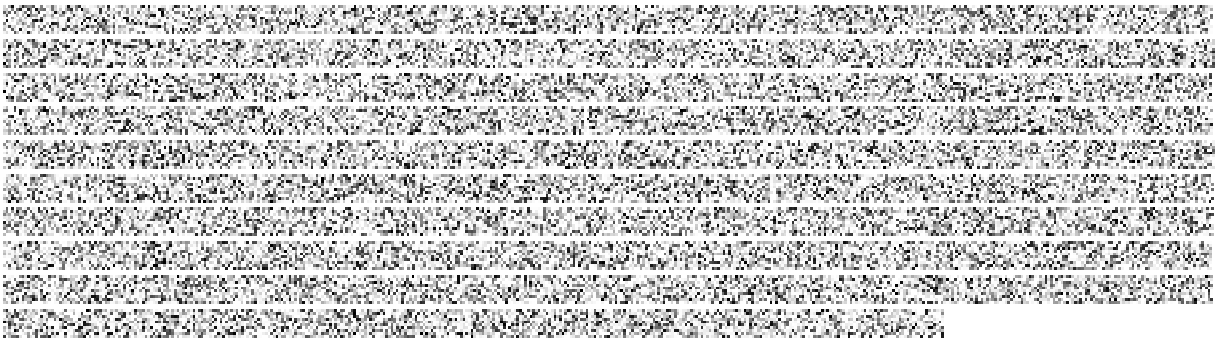


10.8

10.8.1 WARRANTY



10.8.2 REMEDY



10.8.3 WARRANTY PERIOD



10.8.4

10.9

10.9.1 WARRANTY

10.9.2 REMEDY

10.9.2.1

[redacted]

[redacted]

[redacted]

10.9.2.2

[redacted]

10.9.2.3

[redacted]

10.9.2.4

[redacted]

10.9.2.5

[redacted]

10.9.3 WARRANTY PERIOD

[redacted]







10.10



10.11 COMMON PROVISIONS FOR WARRANTIES

10.11.1

The Owner shall receive, handle, store and maintain during storage, load in the reactor of the Unit, test, operate and maintain, including tasks incident thereto, the Fuel Assemblies and Core Components

10.11.2

The Core shall be operated and maintained by the Owner as required The warranties stipulated in Chapter 10 shall not be affected by any agreement between the Parties on any modification

10.11.3



10.11.4
For the avoidance of doubt, if the Owner does not comply with any of its obligations under Article 10.11.1, 10.11.2 or 10.11.3, such non-compliance shall affect neither any warranty nor any remedy under any warranty unless the Supplier proves that the non-compliance has been the principal cause of the breach of the warranty.

10.11.5
The Owner shall, without undue delay after becoming aware of any breach of any warranty during the warranty periods set forth in this Chapter 10, notify the Supplier of the breach.

10.11.6

10.11.7

10.11.8

10.11.9



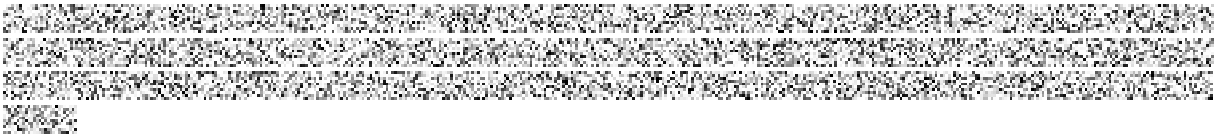
10.11.10



10.11.11



10.11.12



10.11.13



10.11.14



11 CHANGES

11.1 REFERENCE DESIGN AND REFERENCE CYCLING SCHEME

11.1.1
The Reference Design is set forth in Appendix A and Reference Cycling Scheme is set forth in Appendix C.

11.1.2
The Owner may,

11.2 OWNER'S CHANGES

11.2.1
The Owner shall be entitled to request any changes to the NFC Work during the performance of the NFC.

11.2.2
Without undue delay, but no later than following the receipt of the Owner's request for a Change Proposal, or within such other time period as may be agreed between the Parties in writing, the Supplier shall prepare and provide the Owner with a Change Proposal. The Change Proposal shall include the following items (in each case, including a clear and comprehensive justification of such items):

11.2.3

The Owner shall be entitled to accept the Change Proposal

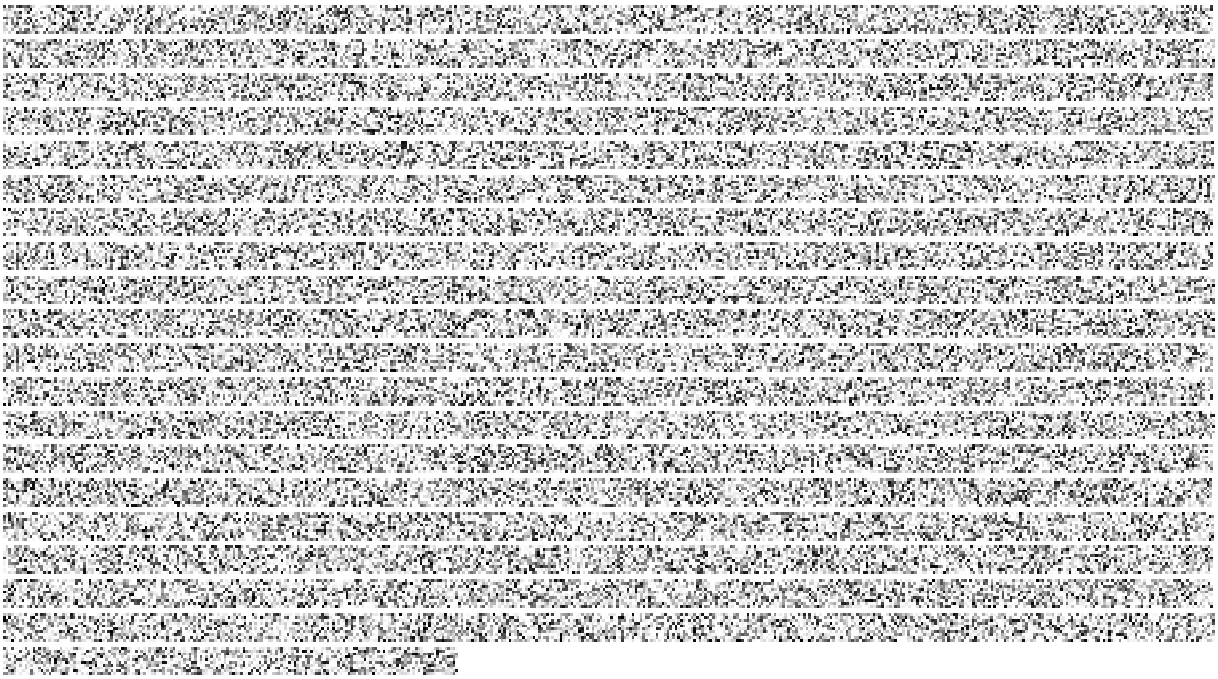
11.2.4

If the Owner agrees to the change proposed by the Supplier, except for the Supplier shall (i) commence and proceed with implementation of the change (unless instructed otherwise by the Owner in writing) and (ii) deliver to the Owner the



11.2.5

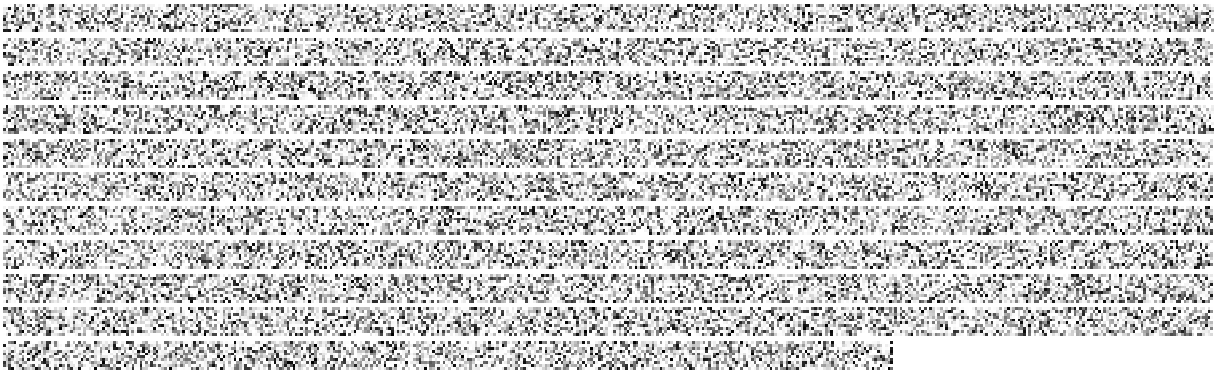
If the Owner does not agree to the change as proposed by the Supplier in the Change Proposal



11.2.6

The Owner shall be entitled to accept





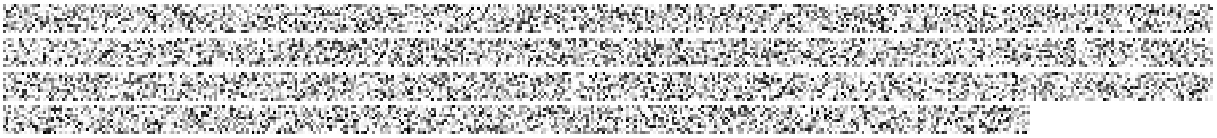
11.2.7
To the extent an amendment to the NFC includes the conditions relating to adjustments of the price payable under the NFC and time schedules



11.2.8
The Supplier shall without undue delay



inform the Owner in the event that any such change would have any adverse effect on the safety, licensability, performance, operation or maintenance of the Plant or NFC Work



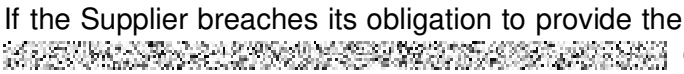
11.2.9
If the Supplier informs the Owner that a change according to the request for the Change Proposal or according to the request for the Final Change Proposal has an adverse effect on the safety, licensability, performance, operation or maintenance of the Plant or NFC Work, the Supplier shall,



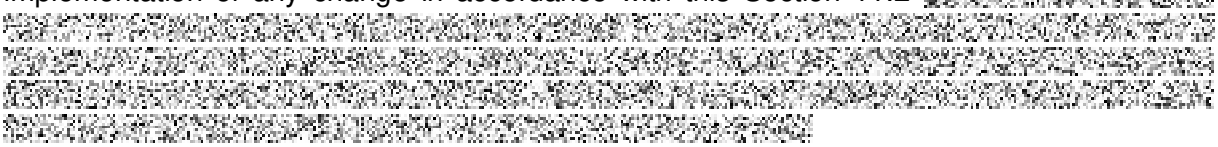
provide the Owner with a Change Proposal which shall be as close as possible to the request of the Owner but which shall eliminate any adverse effects on the safety, licensability, performance, operation or maintenance of the Plant or NFC Work.



11.2.10
If the Supplier breaches its obligation to provide the Owner with

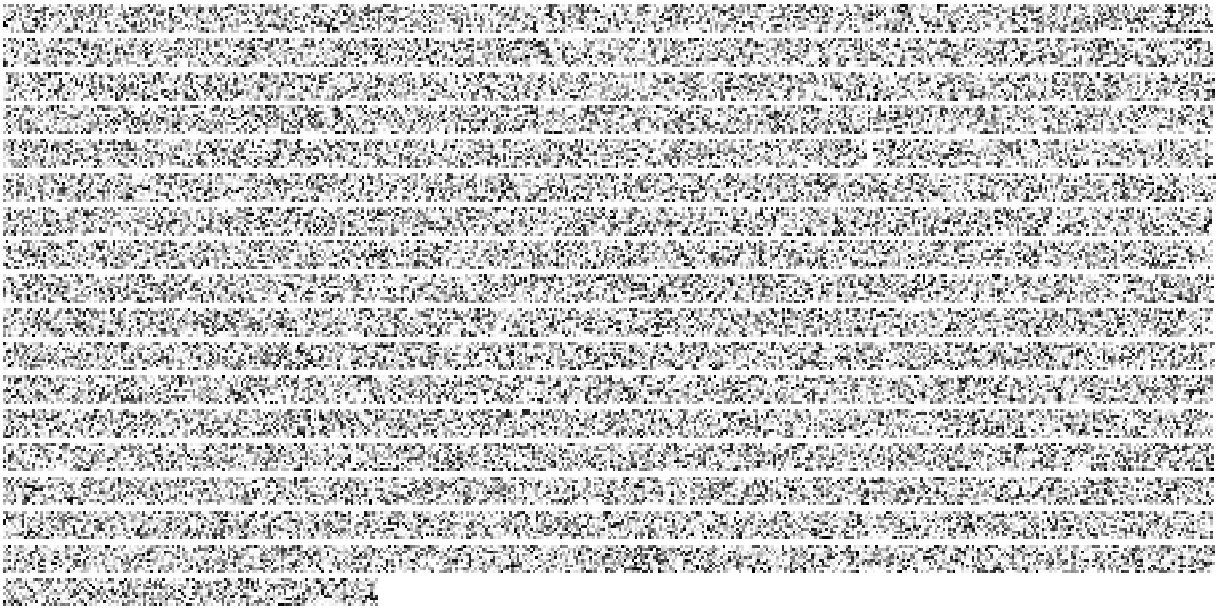


or fails to commence or proceed with implementation of any change in accordance with this Section 11.2



11.3 SUPPLIER'S CHANGES

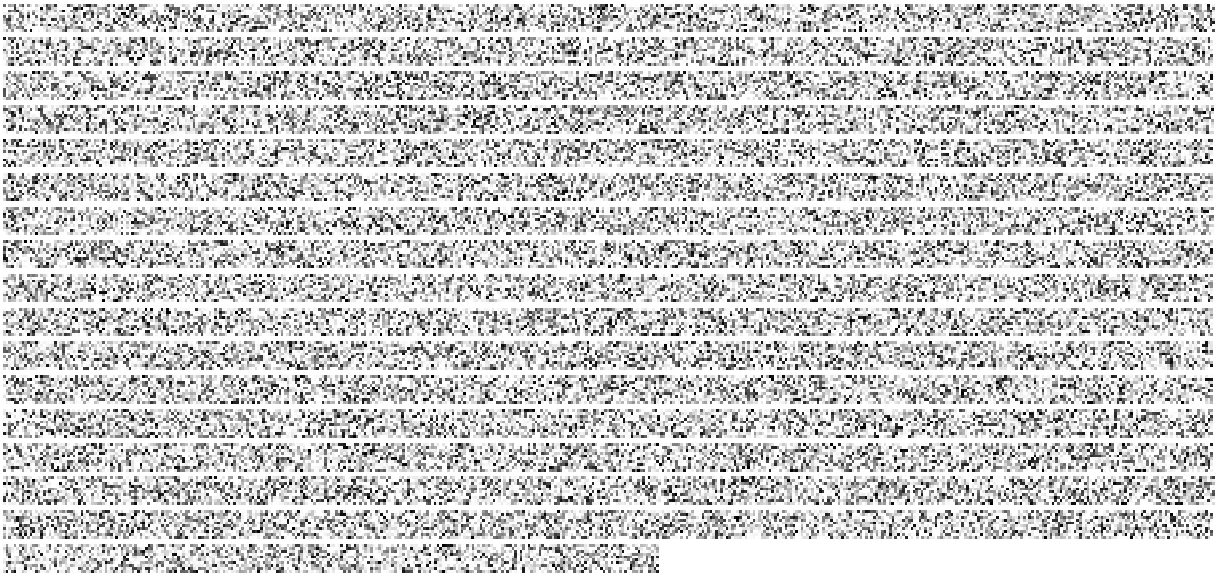
11.3.1



11.3.2



11.3.3



11.3.4

The Supplier shall be entitled to propose changes which do not reduce the quality of the NFC Work, do not have an adverse effect on the safety, licensability, performance, operation or

maintenance of the Plant and NFC Deliverables, and provided that the Plant and NFC Deliverables continue to be fully licensable



11.4 CHANGES ORIGINATED BY NFC CODES AND STANDARDS

11.4.1

The Supplier shall ensure, that the NFC Work to be provided hereunder shall comply with so that, in particular, all necessary Licenses and Permits can be obtained by a person exercising due professional care in due course of the Project and performance of the NFC.

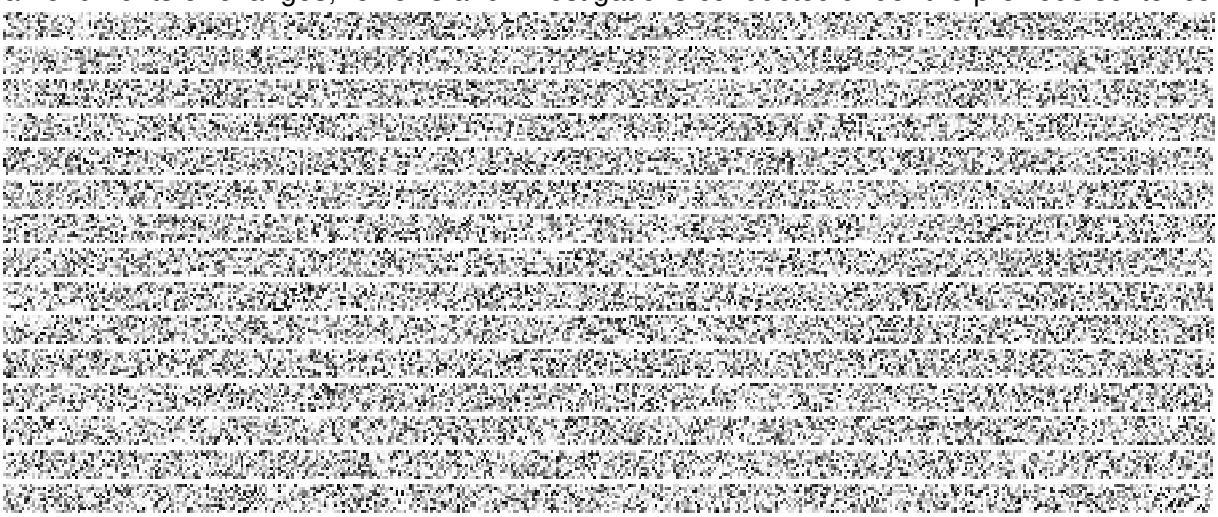
11.4.2

For the avoidance of doubt, the Parties agree that if any NFC Work has to be implemented as a result of the requirements of



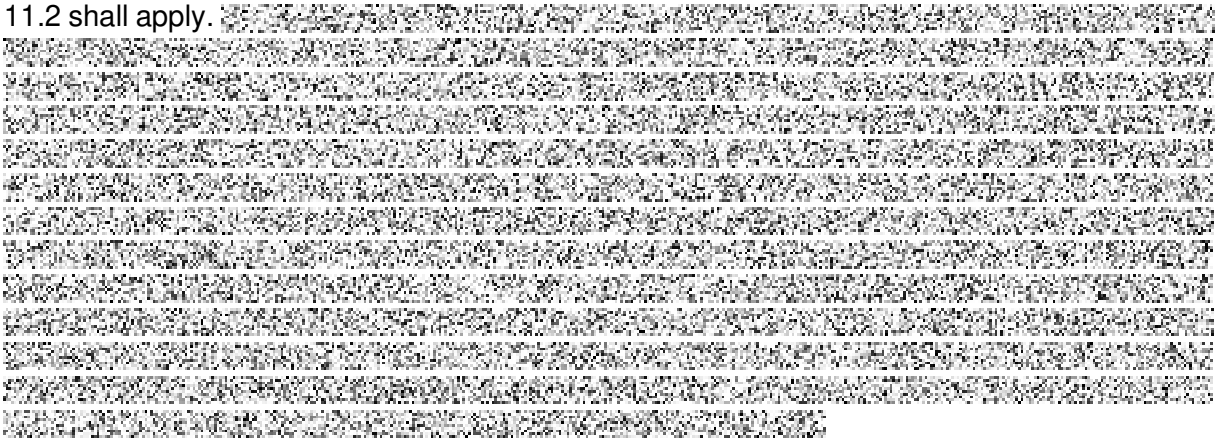
11.4.3

The Supplier shall familiarise itself with any amendments or changes in which occur after and which affect or could affect the NFC Work and/or the NFC Price and/or delivery dates, Scheduled Delivery Dates, delivery schedules pursuant to Chapter 7 or any other relevant time schedules and shall review and investigate the consequences of such amendments or changes. The Supplier shall inform the Owner in writing of any such amendments or changes, reviews and investigations conducted under the previous sentence





If the Owner wishes to implement any amendments or changes referred to in this Article 11.4.3, the Owner may issue a request for a Change Proposal and the procedures set forth in Section 11.2 shall apply.





11.4.4



11.5 CHANGES CAUSED BY NFC FORCE MAJEURE

11.5.1
Should an event of NFC Force Majeure (as defined in Chapter 12) occur which affects or could affect the NFC Work, the Supplier shall without undue delay but no later than inform the Owner in writing of any changes which could, in the Supplier's professional opinion, remove, mitigate or alleviate the consequences of such event of NFC Force Majeure. The information shall provide clear and comprehensive description and justification of such changes (including requirements under Article 11.2.2).

11.5.2
If the Owner wishes to implement such changes, the Owner may issue a request for a Change Proposal and the procedures set forth in Section 11.2 shall apply.

11.6 GENERAL RULES FOR CHANGES

11.6.1



11.6.2



11.6.3

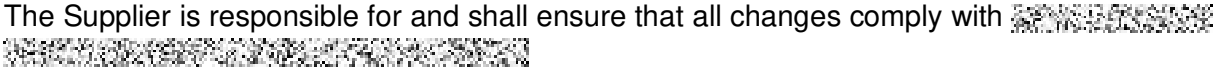
Changes referred to in this Chapter 11 shall mean any changes to the NFC, including, but not limited to, any change to the NFC Work with any actual or potential impacts on the prices agreed to pursuant to Chapter 8 or adjustment of the delivery dates, Scheduled Delivery Dates, delivery schedules pursuant to Chapter 7 or any other relevant time schedules etc.

11.6.4

The Supplier shall not make any changes and no change shall be valid and effective unless agreed by the Parties in a written amendment to the NFC duly signed by duly authorized representatives of both Parties. The Supplier's obligation to commence and proceed with implementation of change under Articles 11.2.4 and 11.2.5 shall not be affected.

11.6.5

The Supplier is responsible for and shall ensure that all changes comply with



11.6.6



11.6.7

The Parties may enter into a written amendment to the NFC without following the procedures set forth in this Chapter 11 at any time.

11.6.8

Neither the negotiations between the Parties regarding any change nor a failure of the Parties to agree on any change shall release either of the Parties from its obligations under the NFC and the Parties shall continue to perform their respective obligations under the NFC.

11.6.9

Unless specifically provided otherwise in this Chapter 11 (in particular, in Article 11.2.4 or 11.2.5),





11.6.10

In respect of a matter which under the NFC constitutes a change under this Chapter 11,



11.6.11

If a matter which under the NFC constitutes a change is addressed by a Change Proposal and/or Final Change Proposal,



12 NFC FORCE MAJEURE

12.1 EVENTS OF NFC FORCE MAJEURE

12.1.1

For the purposes of the NFC, NFC Force Majeure shall mean any event or circumstance which is beyond the reasonable control of the Party affected,

NFC Force Majeure shall include, but shall not be limited to, the following events or circumstances (provided that the conditions specified in the first sentence are satisfied):

12.1.2



12.1.3





12.1.4



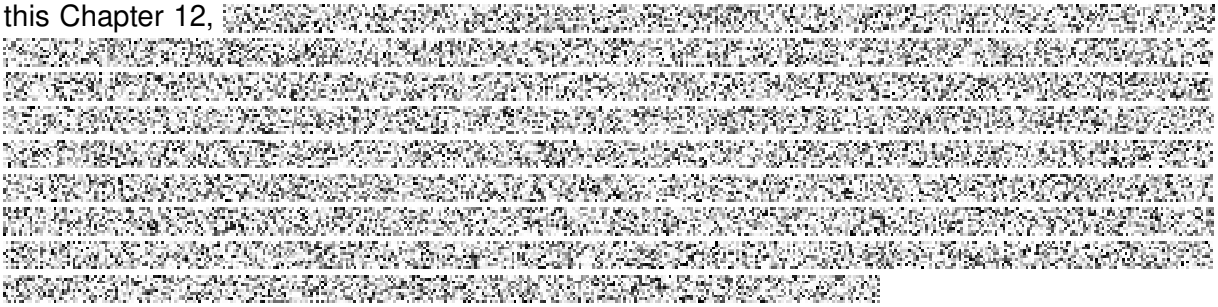
12.2 CONSEQUENCES OF NFC FORCE MAJEURE

12.2.1
Neither Party shall be liable for failure of performance of its obligations under the NFC as long as a relevant event of NFC Force Majeure continues and to the extent that such Party's performance is prevented or delayed by such event. The consequences of delays due to NFC Force Majeure are set forth in Section 7.4.

12.2.2
The Parties shall take all reasonable steps to overcome and minimize the consequences of NFC Force Majeure. The Parties shall endeavour to continue to perform their obligations as far as reasonably practicable.



12.2.3
The Party that wishes to plead NFC Force Majeure shall inform the other Party, referring to this Chapter 12,



12.2.4
The Party affected by NFC Force Majeure shall inform the other Party of the fact that the NFC Force Majeure event ceased to exist without undue delay but no later than after becoming aware of such fact.

12.2.5
The Party that pleads NFC Force Majeure shall be obliged to demonstrate to the other Party in detail its effect on performance of the obligations of the Party affected by NFC Force Majeure.

13 INFORMATION

13.1 INFORMATION TO BE PROVIDED TO OWNER

13.1.1



13.1.2



13.1.3



13.1.4



13.2 CONFIDENTIALITY

13.2.1

Each Party undertakes that any documents, data or information of the other Party furnished directly or indirectly by the other Party under or in connection with the NFC, irrespective of whether such documents, data or information have been furnished prior to or following the effective date of the Contract Agreement (also including the content of the NFC, its proposals and amendments),



[redacted]

[redacted] each Party shall be entitled to disclose any documents, data and information [redacted] to the following persons [redacted]



13.2.2
The Parties recognize that each Party may be required under applicable laws or by Authorities or by any other relevant globally acting organizations (such as IAEA, WANO, etc.) to disclose any documents, data or information



13.2.3
Neither Party shall make any public announcement or publish any documents, data or information regarding the Project (including, in particular, the NFC and its proposals and

amendments) without the prior written consent of the other Party. An information policy in this regard shall be established for the Project by the Owner with the assistance of the Supplier. For the avoidance of doubt, Article 13.2.4 shall not be affected by this Article 13.2.3.

13.2.4



The Supplier further agrees that the Owner shall be entitled to publish the Contract Agreement, the EPC Contract and the NFC (as well as any amendments to any of the foregoing) in the Contract Register (if required by Mandatory Law). Before such publication, the Parties will consult which information will be redacted on the basis that (i) the Owner shall comply with the requests of the Supplier as to which parts of the contractual documents will be redacted only to the extent to which such requests comply with the Mandatory Law, and (ii) the Owner shall be entitled to decide that also other parts of the contractual documents shall be redacted by the Owner (to the extent it will be compliant with the Mandatory Law).

13.2.5

Each Party acknowledges that a breach of the confidentiality provisions in this Section 13.2 may cause



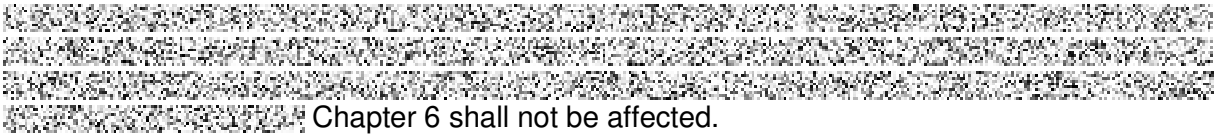
13.2.6

For the avoidance of doubt, the Parties agree that nothing in this Section 13.2 shall prevent either Party from disclosing any documents, data and information for the purposes of any settlement of disputes under Chapter 26.

13.2.7

Unless agreed otherwise between the Parties in writing, the rights and obligations of the Parties under this Section 13.2 shall survive any termination of the NFC including, for the avoidance of doubt, any NFC Partial Termination.

14 GOVERNMENTAL AUTHORIZATIONS

For the avoidance of doubt, the terms “Licenses” and “Permits” in the NFC shall also include  Chapter 6 shall not be affected.

15 SPARE AND REPLACEMENT FUEL ASSEMBLIES AND CORE COMPONENTS SUPPLY

15.1 SPARE FUEL ASSEMBLIES AND CORE COMPONENTS

15.1.1

The Supplier shall provide spare Fuel Assemblies and spare Core Components as follows:









15.1.2



15.2 REPLACEMENT FUEL ASSEMBLIES AND CORE COMPONENTS

15.2.1





15.2.2



15.2.3



16 SUSPENSION OF THE NFC WORK

16.1 SUSPENSION BY OWNER

16.1.1
The Owner shall have the right to suspend the NFC Work, in whole or in part, at any time upon written notice to the Supplier and [redacted] Such written notice shall include the Owner's estimation of the duration of the suspension.

16.1.2
Upon receipt of a notice of suspension of the NFC Work, the Supplier shall without undue delay execute NFC Work which is necessary for the protection of life or property of the Owner [redacted]

16.1.3
During the period of suspension, the Supplier shall protect the NFC Work [redacted]

16.1.4
Unless otherwise provided in Articles 16.1.5 and 16.1.6, in the event of suspension of the NFC Work pursuant to Article 16.1.1, the consequences specified in [redacted]

16.1.5
[redacted]

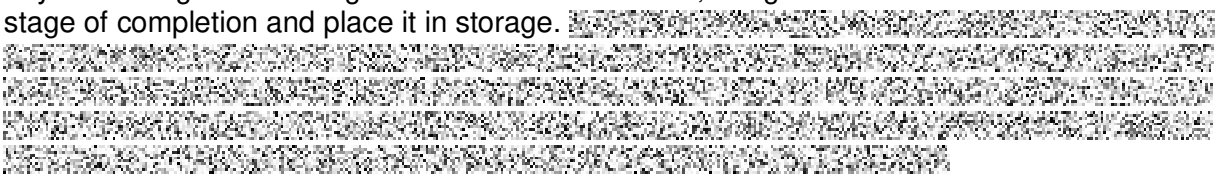


16.1.6



16.1.7 PARTIAL COMPLETION AND STORAGE

In the event of suspension, if, in the Supplier's opinion, any of the NFC Work is in a state of performance such that the interruption of the NFC Work will result in substantially increased costs, the Supplier may, subject to prior written consent of the Owner and without prejudice to any related rights and obligations under Section 16.1, bring such NFC Work to a reasonable stage of completion and place it in storage.



16.2 SUSPENSION BY SUPPLIER

16.2.1

If the Owner fails to make a payment (or payments) which is(are) not disputed between the Parties and which exceed(s)



16.2.2



16.3 RESUMPTION OF NFC WORK

16.3.1

The Supplier shall resume any NFC Work suspended in accordance with Section 16.1 when directed to do so by the Owner.

16.3.2



16.4 NO SUSPENSION OF WORK UNDER THE NFC FOR SUSPENSION OF WORK UNDER THE EPC CONTRACT AND VICE VERSA

For the avoidance of doubt, no suspension of the Works under the EPC Contract shall cause automatic suspension of the NFC Work and vice versa. The previous sentence shall not affect any of the Owner's rights to suspend either the NFC Work or the Works.

17 TERMINATION

17.1

17.1.1

the Owner shall be entitled to terminate the NFC,

the Supplier shall be entitled to terminate the NFC

17.1.2

In case the Owner terminates the NFC

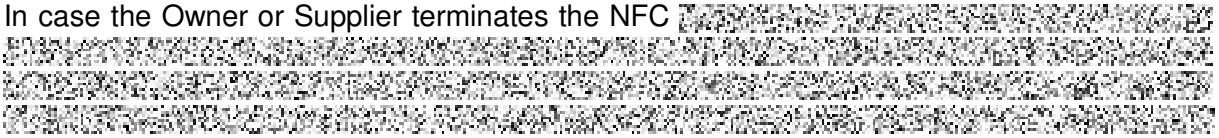
the following consequences shall apply:





17.1.3

In case the Owner or Supplier terminates the NFC



[redacted]; the following consequences shall apply:

[redacted]



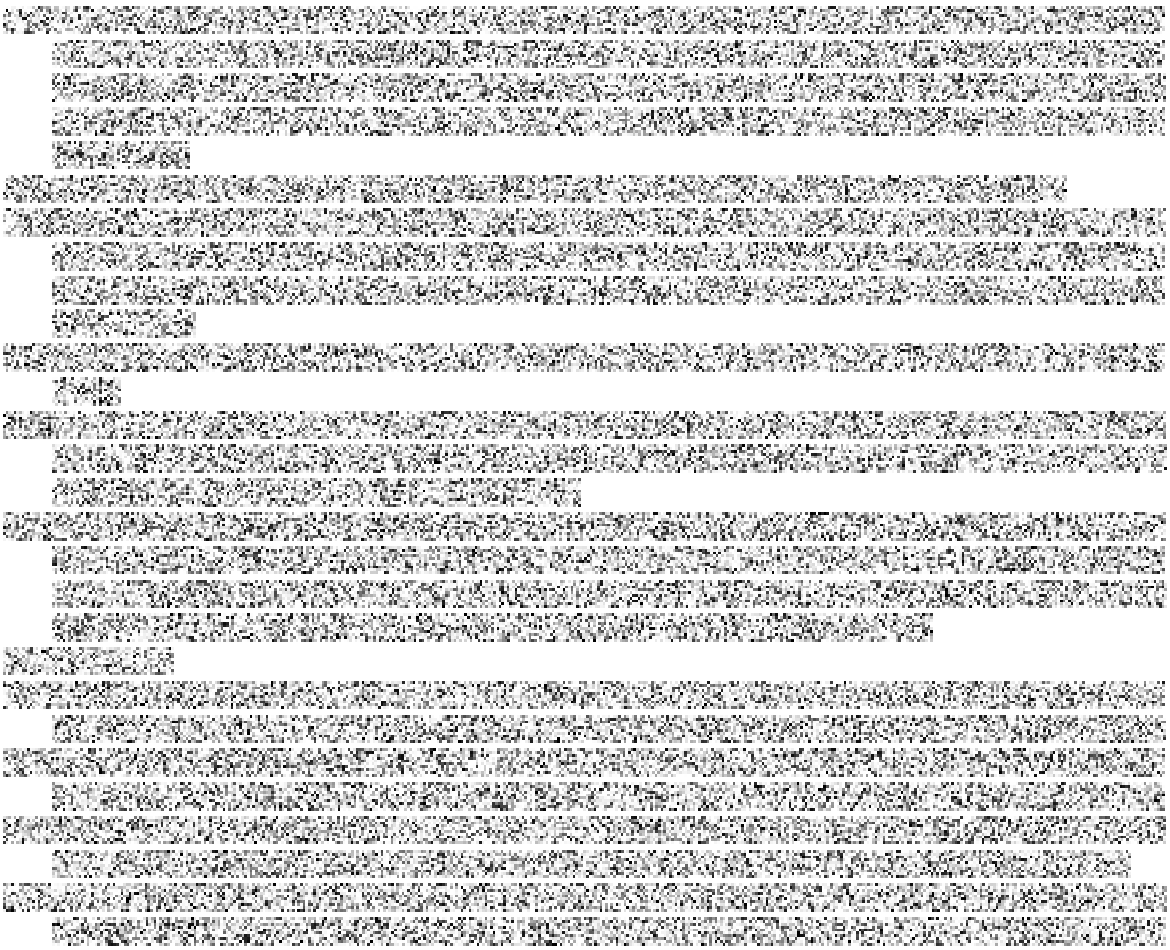
17.1.4

In case the Owner or Supplier terminates the NFC the consequences of termination under Article 17.1.3 shall apply.

17.2 TERMINATION BY OWNER

17.2.1

the Owner shall be entitled to terminate the NFC also if:





17.2.2
If the Owner terminates the NFC under Article 17.2.1, the consequences of termination under Article 17.1.2 of the NFC shall apply.

17.2.3
the Owner shall be entitled to terminate the NFC at any time for convenience. If the Owner terminates the NFC under this Article 17.2.3, the consequences of termination under Article 17.1.3 of the NFC shall apply.

17.3 TERMINATION BY SUPPLIER

17.3.1
the Supplier shall be entitled to terminate the NFC solely if the Owner:



17.3.2
If the Supplier terminates the NFC pursuant to Article 17.3.1, the consequences of termination under Article 17.1.3 of the NFC shall apply.

17.4 TERMINATION DUE TO CERTAIN EVENTS

17.4.1

[redacted] the Owner shall be entitled to terminate the NFC if [redacted]

If the Owner terminates the NFC pursuant to this Article 17.4.1 (other than where such termination is due to [redacted] the consequences of termination under Article 17.1.3 [redacted] of the NFC shall apply.

If the Owner terminates the NFC pursuant to this Article 17.4.1 (where such termination is due to [redacted] the consequences of termination under Article 17.1.3 of the NFC shall apply.

17.4.2

[redacted] either Party shall be entitled to terminate the NFC if [redacted] If either Party terminates the NFC pursuant to this Article 17.4.2, the consequences of termination under Article 17.1.3 [redacted] of the NFC shall apply.

17.5 COMMON PROVISIONS

17.5.1

[redacted]

17.5.2



17.5.3

Not used.

17.5.4



17.5.5



17.5.6

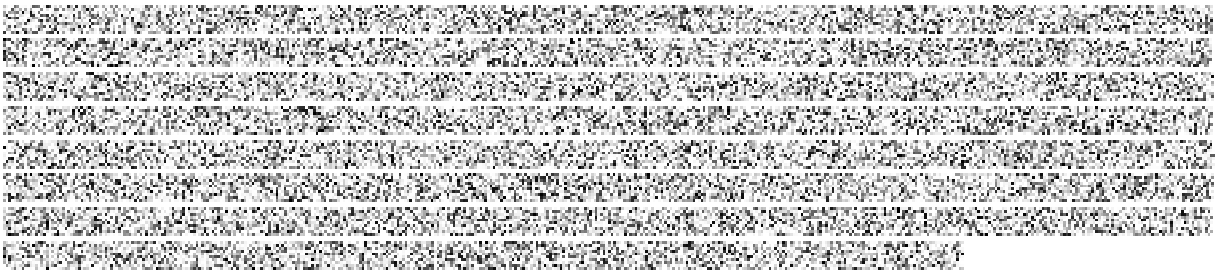


17.6



17.7





18 NFC SUBCONTRACTORS

18.1 RELATIONSHIP BETWEEN OWNER AND NFC SUBCONTRACTORS

The Supplier may enter into subcontracts and purchase agreements with one or more NFC Subcontractors in the performance of the NFC.

18.2 REQUIREMENT ON NFC SUBCONTRACTORS

18.2.1

The Supplier shall only employ NFC Subcontractors who are qualified in accordance with the Supplier's quality assurance requirements and who meet all applicable codes, laws and regulations

A list of admissible Supplier's NFC Subcontractors is set forth in Appendix X.

18.2.2

18.2.3

18.2.4

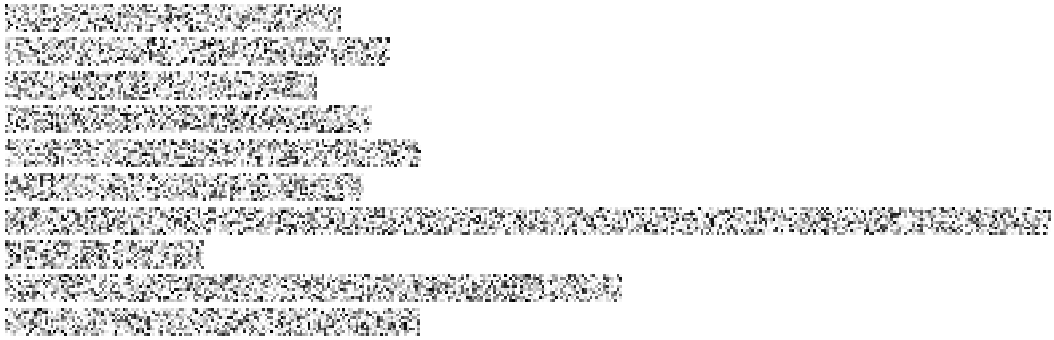


18.3 REPLACEMENT OF NFC SUBCONTRACTOR



18.4 LIMITATIONS ON SUBCONTRACTING

The Supplier shall not subcontract any of the following items without the prior written consent of the Owner:



18.5 RESPONSIBILITY OF SUPPLIER

18.5.1

Regardless of the Supplier's use of any NFC Subcontractor for the performance of any part of the NFC Work or Supplier's other obligation under the NFC and regardless of any consent of the Owner regarding engagement of the respective NFC Subcontractor, the Supplier shall remain fully responsible and liable to the Owner for due and timely fulfilment of such NFC Work and obligations.

18.5.2

The NFC Work performed by the Supplier's NFC Subcontractors shall be deemed to have been performed by the Supplier itself and the Supplier shall be responsible to the Owner for ensuring that such NFC Subcontractor's work meets the requirements for the NFC Work.

18.6 TRANSFER OF OBLIGATIONS



19

19.1

19.2



19.3



19.4 UNRESTRICTED FUEL INFORMATION FOR PUBLIC USE

The Supplier shall provide to the Owner data listed in Part W.5 of Appendix W which shall not be considered as restricted information pursuant to Article 13.2.3. The Owner has the right to use this information publicly.

19.5

19.5.1



19.5.2



19.5.3

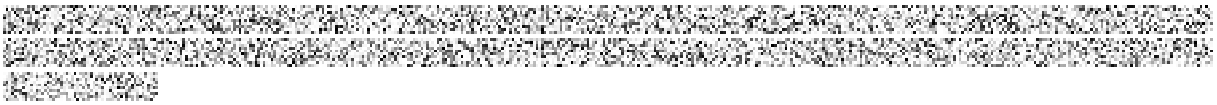


19.5.4





19.5.5



19.5.6



20 QUALITY MANAGEMENT

20.1 SUPPLIER'S QUALITY MANAGEMENT SYSTEM

20.1.1

The Supplier certifies that it has established a Quality Management System. Based on that Quality Management System, the Supplier shall develop and implement, [redacted] a Quality Management Program for the NFC Work that is documented by written policies and procedures, which complies with all applicable authorities' (including, for the avoidance of doubt, Authorities') rules, regulations and criteria. The Quality Management Program for NFC Work shall be a specific document, which shall describe, how the Supplier's general Quality Management System is applied for NFC Work. The Quality Management Program shall include the significant provisions from the NFC Subcontractors' quality programs that apply to NFC Work, applicable for the items listed in Section 18.4.
The Quality Management Program for NFC Work shall also comply with:

Requirements	Notes
[redacted]	
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	

Controlled copies of the Supplier's Quality Management System documentation shall be provided to the Owner [redacted]
The Supplier shall take such actions as are necessary to ensure that all aspects of the NFC Work, including, but not limited to, the design and fabrication of the Fuel Assemblies and Core Components, are carried out in accordance with the quality and technical requirements. The Supplier shall comply with the procedures and requirements of its Quality Management System and in its Quality Management Program for NFC Work [redacted] The Supplier shall comply with quality requirements of the NFC, Quality Management Program and with the above referenced codes and quality assurance rules, regulations and criteria. The Supplier shall retain responsibility under the NFC for all quality assurance activities relating to the NFC Work, [redacted]
The Quality Management Program for NFC Work including all future revisions thereof shall be reviewed and agreed with the Owner within a reasonable period to be agreed upon at the time that the Quality Management Program and associated changes are delivered.

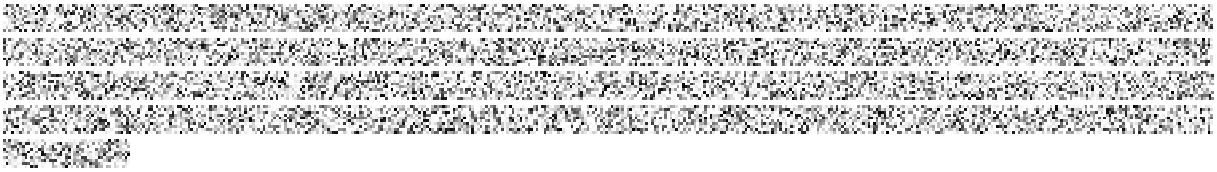
20.1.2
The Supplier shall provide timely written notification to the Owner of any proposed modifications to the Quality Management System and/or Quality Management Program, concerning any facet of the NFC Work.



20.1.3
The Supplier shall submit to the Owner prior to the beginning of fabrication of the first Fuel Assembly or the Core Component for the First Core to be provided hereunder,



20.1.4



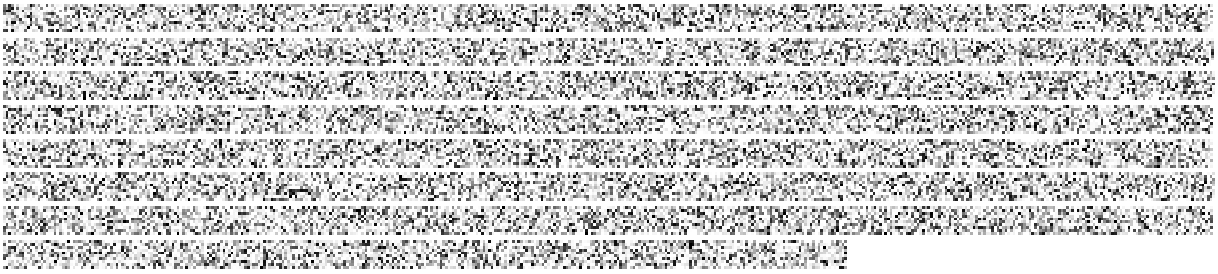
20.2 OWNER'S MANAGEMENT SYSTEM PROGRAM

20.2.1
To provide assurance that the Owner's Fuel Assemblies and Core Components are manufactured to and other NFC Deliverables are elaborated With the purpose of verifying that the requirements set forth by the NFC are fulfilled, the Owner shall have the right to perform



20.2.2
The Owner or designated third party representative have the right to access Supplier's facilities, as defined below:





20.2.3
The Supplier shall furnish manufacturing schedules to the Owner sufficiently in advance,

20.2.4
The Owner shall have the right, to assign a resident surveillance engineer or third party representative to any of Supplier's facilities

20.2.5
Relevant NFC Deliverables provided by the Supplier to the Owner in accordance with milestones, defined in Appendix R or Appendix S, shall include a quality assurance report

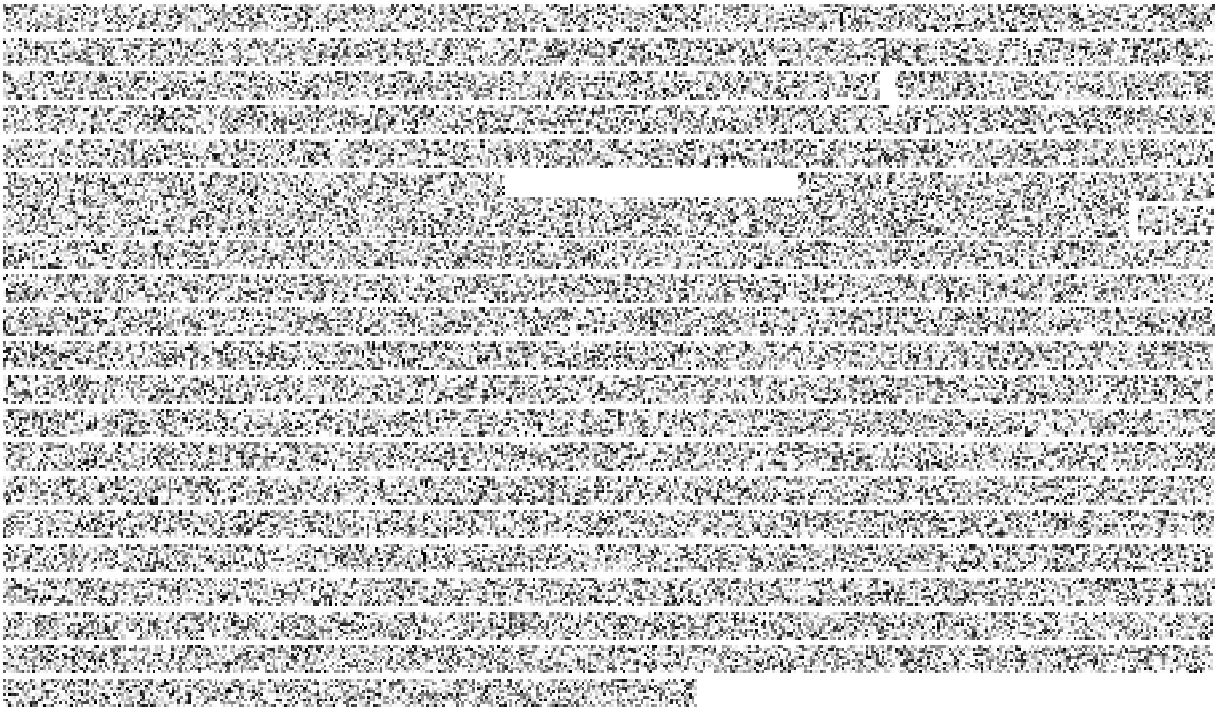
20.2.6

20.3 NFC SUBCONTRACTOR'S QUALITY ASSURANCE PROGRAMS

20.3.1
The Supplier shall ensure that

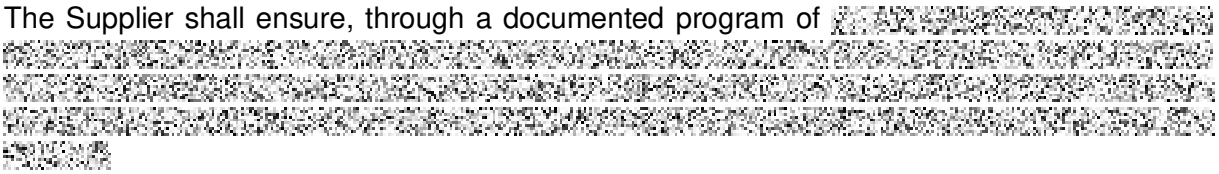
20.3.2
The Supplier shall maintain records of all NFC Subcontractors and of the materials, components or services that each NFC Subcontractor provides for the NFC Work to be supplied to the Owner.

20.3.3
The Owner reserves the right to audit the QA program of any NFC Subcontractor providing any NFC Deliverable specified in Section 18.4.



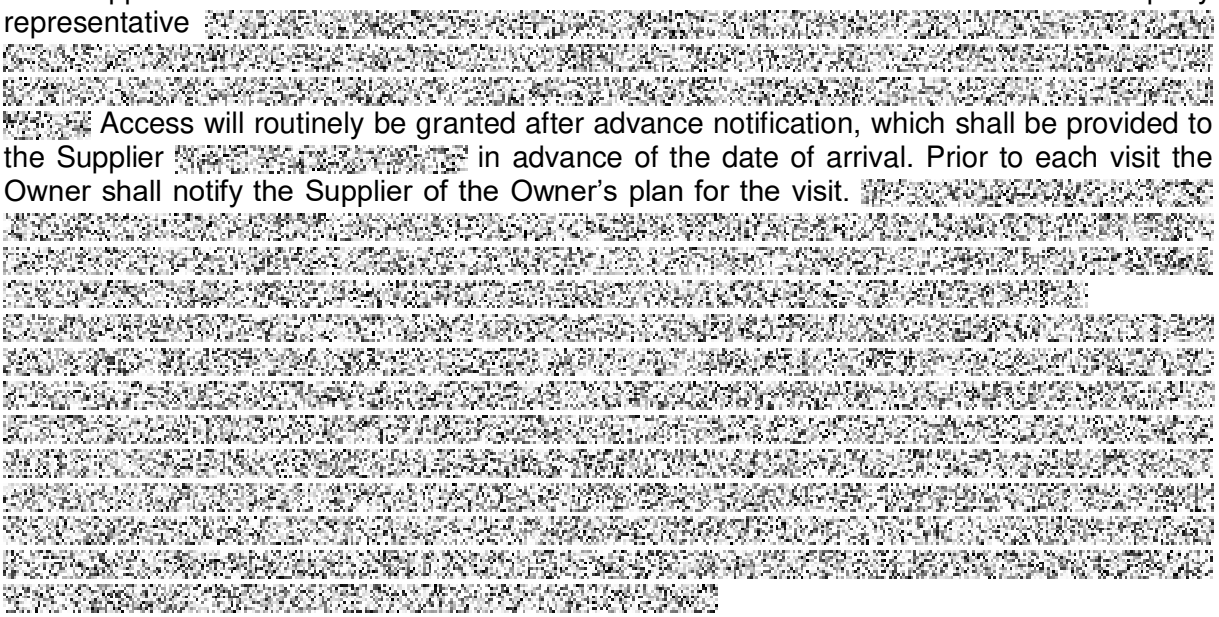
20.3.4

The Supplier shall ensure, through a documented program of



20.3.5

The Supplier shall use its Best Efforts to obtain for the Owner and/or its third party representative



Access will routinely be granted after advance notification, which shall be provided to the Supplier in advance of the date of arrival. Prior to each visit the Owner shall notify the Supplier of the Owner's plan for the visit.

20.4 INSPECTIONS AND TESTS

20.4.1
The Supplier shall be responsible for conducting the required inspections and tests of any NFC Deliverables and other portions of the NFC Work to ensure compliance

20.4.2
The Supplier shall prepare

20.4.3
The Owner or its third party representative shall have the right, to identify materials, components or products which are not in conformity

20.4.4
To obtain objective evidence indicating that the requirements posed hereunder are being carried out, the Owner or its third party representative may require

20.5 REPORTING OF NONCONFORMITIES AND DEVIATIONS

20.5.1
The Supplier shall document all nonconformities to and deviations

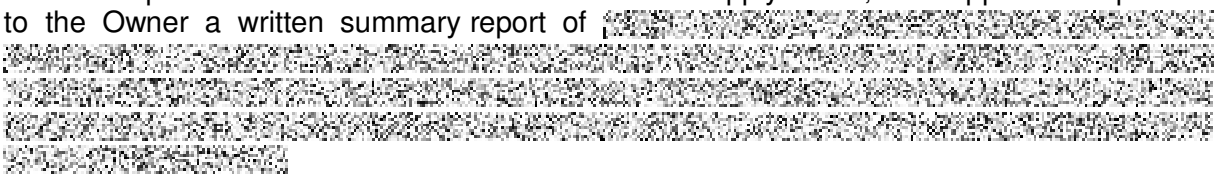
For those nonconformities and deviations which will not or cannot be reworked to conform to and are being considered for use by the Supplier for NFC Work, the Owner shall be notified by the Supplier promptly in writing upon discovery of the nonconformity or deviation, or as soon as the affected materials component or products is assigned to Owner's NFC Deliverables, as appropriate.

20.5.2
The Owner's approval, shall be obtained by the Supplier



20.5.3

Prior to shipment of the First Core and each Reload Supply Batch, the Supplier shall provide to the Owner a written summary report of



20.6 QUALITY ASSURANCE AND QUALITY CONTROL RECORDS

20.6.1

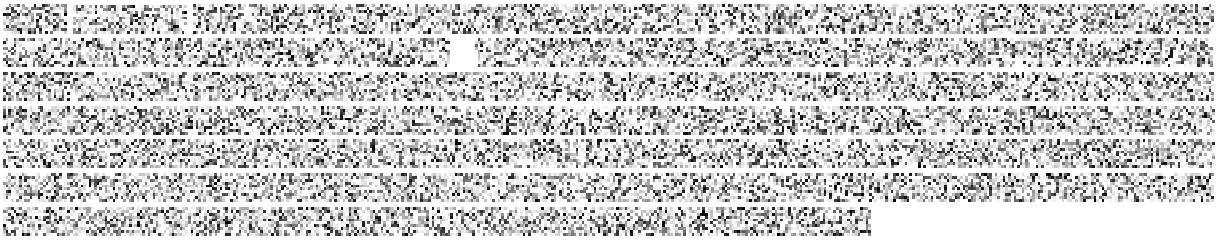
The Supplier shall retain for the Owner's inspection all records, inspection and test reports, and other results of tests performed within the scope of its Quality Management Program for NFC Work or its NFC Subcontractor's QA program.



20.6.2



20.6.3



21 INTELLECTUAL PROPERTY

21.1 GENERAL

21.1.1

The Supplier is responsible for and shall ensure that the NFC Deliverables and all parts thereof as well as all NFC Work to be provided under the NFC by the Supplier to the Owner, shall be free of any third-party Intellectual Property rights which could prevent or negatively affect the Owner's use of any NFC Deliverable

21.1.2

For the avoidance of doubt, the Supplier hereby grants to the Owner

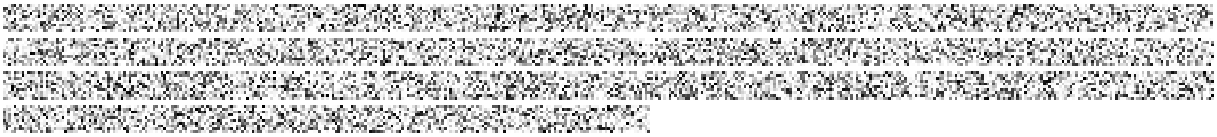
21.1.3

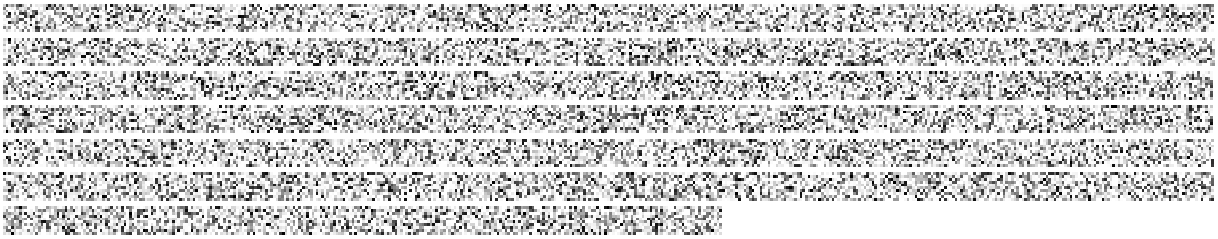
If the Owner wishes to





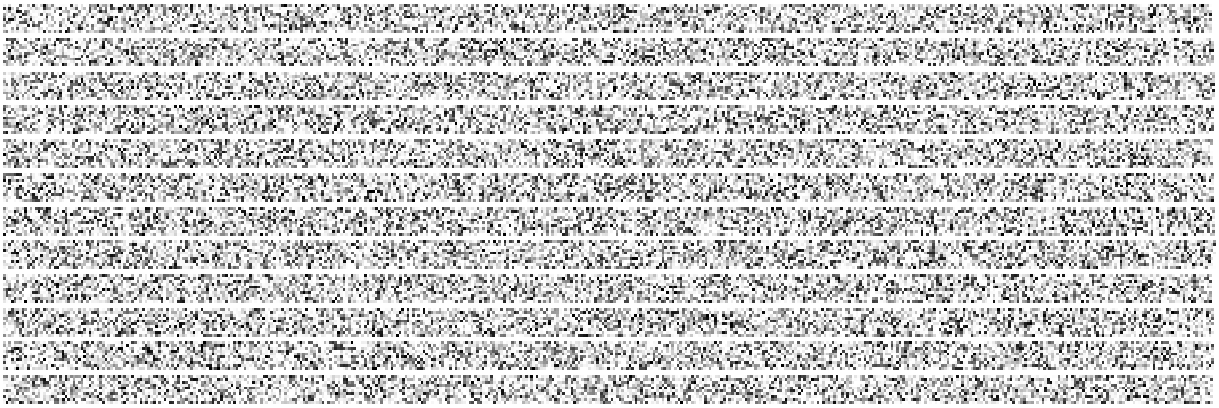
21.1.4





21.2 SPECIFIC RIGHTS OF OWNER

21.2.1



[redacted]

21.2.2

[redacted]

[redacted]

21.2.3

[redacted]

21.2.4

[redacted]

21.2.5

[redacted]



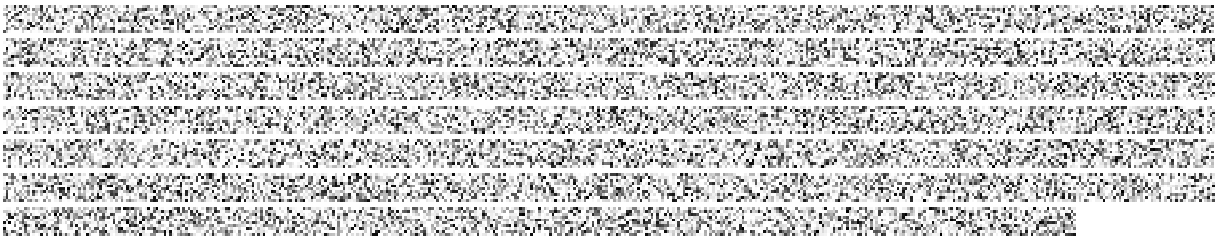
21.2.6



21.3 OTHER PROVISIONS

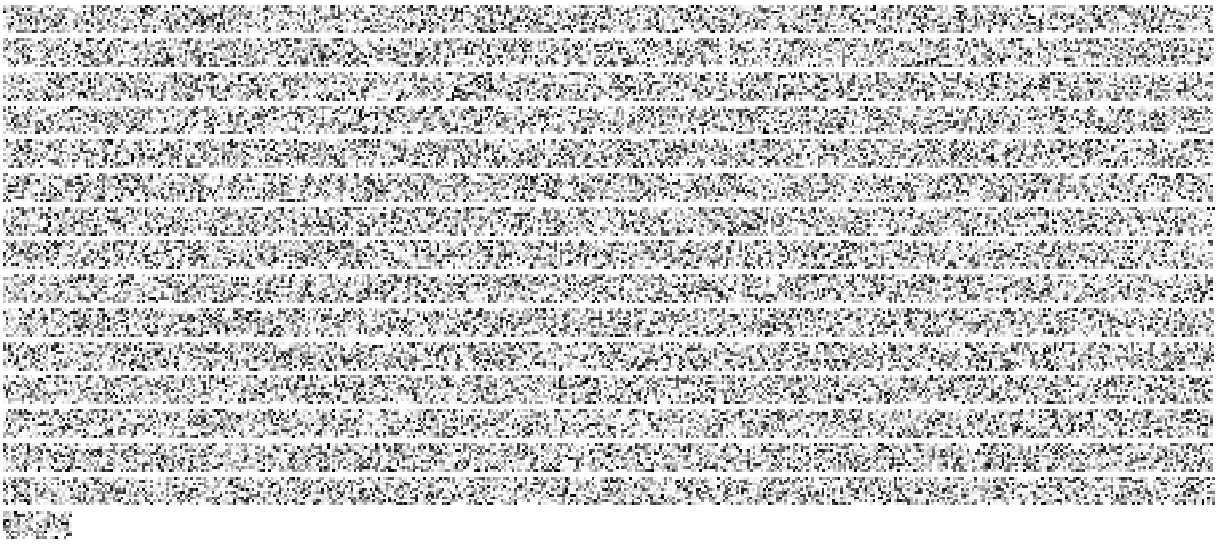
21.3.1

Without prejudice to any rights granted to the Owner under this Chapter 21, the ownership of all of the Supplier's Intellectual Property rights shall remain with the Supplier.



21.3.2

The Owner shall without undue delay notify the Supplier of any claims made or actions brought against the Owner for alleged infringement of any third party's Intellectual Property rights related to the NFC Work.



21.3.3





21.3.4



21.3.5

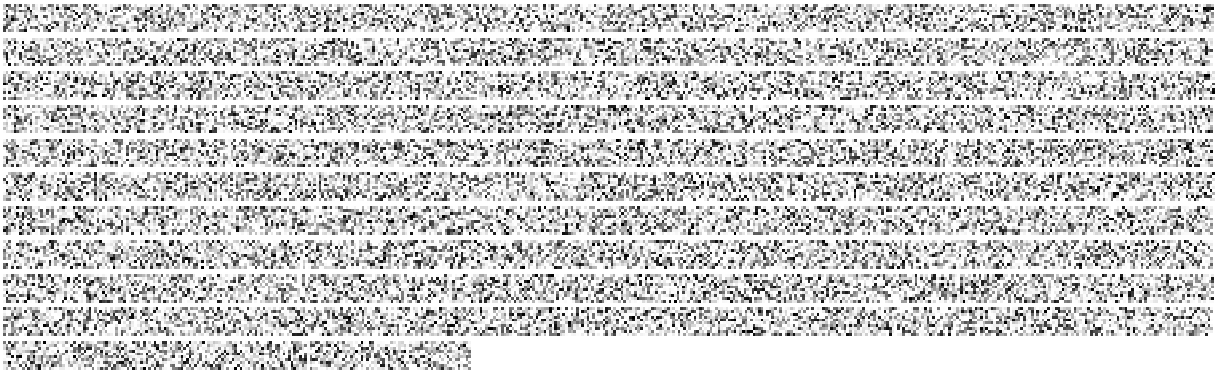


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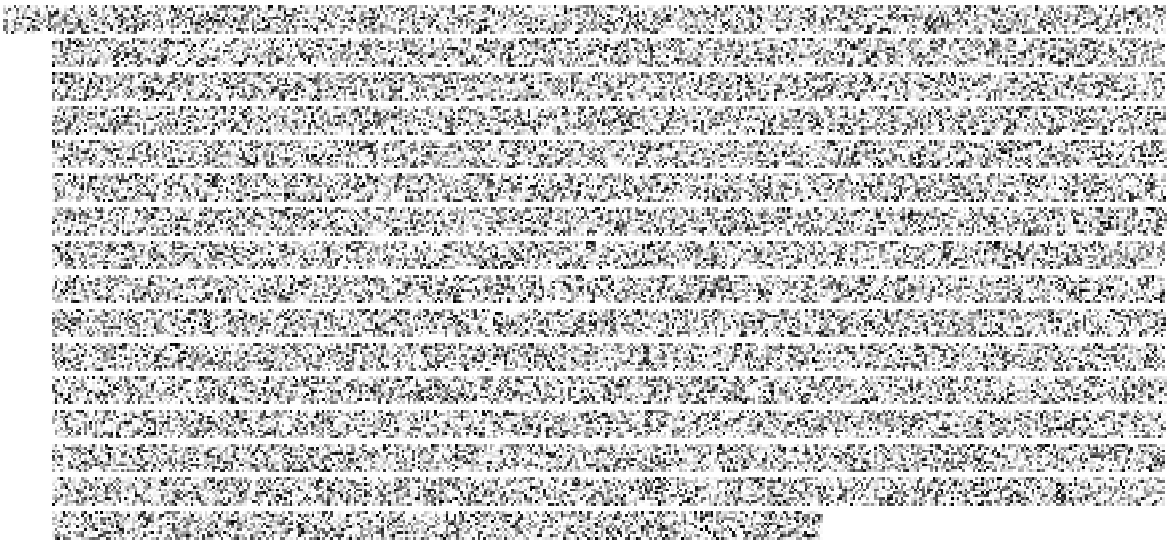


21.3.7









21.4 COMPUTER CODES AND OTHER MEANS OF FUEL MANAGEMENT

21.4.1

As regards the Computer Codes and other Means of Fuel Management, the specific rights and obligations of the Parties shall also be governed by Appendix I.

21.5

21.5.1



21.5.2



22 TAXES



 The Supplier is responsible for and shall ensure all customs clearance of all items in connection with the NFC  The Owner shall provide the Supplier with any necessary documents related to customs clearance  which are reasonably requested by the Supplier.  Article 2.1.7 shall also apply.



22.1 TAX RESIDENCY

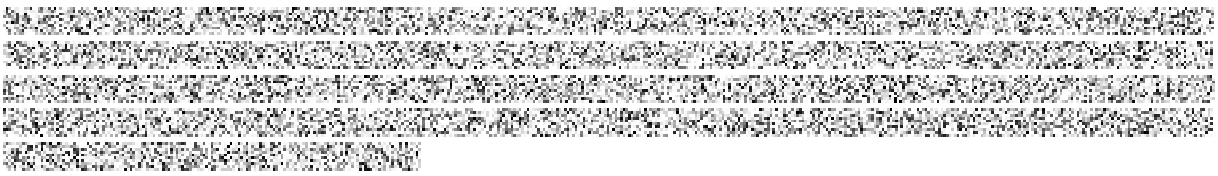
22.1.1
The Owner declares that it is a Czech resident for tax purposes. The Owner declares that it is a Czech VAT payer.

22.1.2
The Owner is entitled to request and the Supplier is obliged to provide to the Owner the necessary declarations and confirmations related to the Supplier´s tax residency issued by its tax authority (Tax Domicile), confirmation on its VAT status (including the relevant VAT registration IDs), the declaration of the existence of a permanent establishment for income tax purposes and/or VAT establishment, if such establishment shall be involved in the NFC Work.

22.1.3
If anything changes in the tax status of the Supplier or the Owner, the respective Party shall without any delay inform the second Party. Both Parties shall bear all consequences arising from false information provided.

22.2 TAX CONVENTION APPLICATION, WITHHOLDING TAXES

22.2.1



22.2.2
The Supplier declares that it is a beneficial owner of the licence fees in accordance with the Tax Convention.

22.2.3
The Supplier declares that the Owner is entitled to withhold withholding tax from payments made by the Owner to the Supplier, if it is required by applicable laws, and in accordance with the Tax Convention. In such a case, the Owner shall remit such withholding tax to the Czech tax Authorities and will provide the Supplier with a certificate issued by Czech tax Authorities confirming the value of the withheld and remitted tax, if requested by the Supplier. For the avoidance of doubt, in no event shall the Supplier be entitled to a gross up or to any other payment from the Owner to cover any withholding tax withheld according to applicable laws.

22.2.4
The Supplier declares that, if required by the applicable tax laws, the Owner is entitled to withhold income tax securement from the payments made by the Owner to the Supplier at the rate set by the relevant tax legislation, unless the Supplier presents to the Owner the relevant confirmation issued by the Czech tax Authorities on non-application of income tax securement or on the application of a reduced rate of income tax securement.

22.2.5
Should any of the Parties be entitled to use the benefits resulting from a relevant international treaty on avoidance of double taxation, such Party is obliged to provide to the other Party relevant documentation proving its entitlement for such benefits.

22.2.6
The Supplier shall make its best efforts to take appropriate measures and precautions to avoid multiple taxation. Subject to any restrictions under Mandatory Law, the Owner shall provide the Supplier with information, records and documents (to the extent the Owner has, and the Supplier does not have, such information, records and documents in its possession) reasonably requested by the Supplier which are relevant to the Supplier's application to the relevant tax Authorities for exemption from double taxation. The Supplier shall ask for such information, records and documents from the Owner sufficiently in advance of when the information, records and documents are required by the Supplier and the Supplier's request shall identify which specific information, records and documents are required by the Supplier and shall bring to the Owner's attention any applicable restrictions Article 2.1.7 shall also apply.

22.3 LIABILITY FOR UNPAID VAT

22.3.1
In case the Owner can justifiably assume that the Owner can get into position to become liable for unpaid VAT under Section 109 of the Czech Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter "VAT Act"), the Owner is entitled to transfer the relevant VAT amount directly to the bank account of the Supplier's tax administrator for the purpose of special means of tax securement according to Section 109a of the VAT Act. The Owner shall inform the Supplier in writing on the payment. Such transfer of VAT shall reduce the value of Supplier's

receivables towards the Owner whereby the Supplier is not allowed to claim the value of such VAT payments against the Owner.

22.3.2
In case the Supplier is a Czech VAT payer the bank account of the Supplier must be published in a manner allowing remote access in accordance with Section 96, Subsection 2 of the VAT Act. Any change of the bank account must meet the above mentioned requirements, i.e. the bank account must be published in a manner allowing remote access.

22.3.3
The Owner may, in its discretion, choose to grant its prior written consent pursuant to Chapter 27 to an assignment of Supplier's rights or receivables arising under the NFC. If the Owner chooses to grant such consent, the Parties will, as a condition to that consent, agree on VAT payment regarding the assigned receivable(s) so that the VAT is duly and timely paid. For the avoidance of doubt, the Owner may freely refuse to grant the consent including, without limitation, if the Owner believes that section 109 of the VAT Act (i.e. establishment of statutory guarantee for the VAT payment) might apply in case of such assignment.

23 NON-NUCLEAR LIABILITY

23.1 LIABILITY FOR DAMAGE

23.1.1
A Party which (directly or by its (sub)contractor) breaches its obligation under or in connection with the NFC shall compensate the other Party for damage (in Czech: "škoda") caused to the other Party. For the avoidance of doubt, Section 5.5 shall not be affected by the previous sentence.

23.1.2
The Supplier shall indemnify and hold the Owner harmless against and from [redacted] Without undue delay, the Owner shall notify the Supplier of any claims made or actions brought against the Owner due to any injury to or sickness, disease or death of any person or loss of or damage to any property of any third party. The Supplier shall upon the Owner's request and to a reasonable extent conduct relevant negotiations and/or litigation on behalf of the Owner and/or assist the Owner in the negotiations and/or the litigation. Without the Owner's prior written consent, the Supplier shall not make any admission which might be detrimental to the defence of the Owner. [redacted]

The Owner shall indemnify and hold the Supplier harmless against and from [redacted] Without undue delay, the Supplier shall notify the Owner of any claims made or actions brought against the Supplier due to any injury to or sickness, disease or death of any person or loss of or damage to any property of any third party. Such notice shall state whether any such claim or action, in the Supplier's assessment, arose from a breach of the Owner's obligations under the NFC. If any such claim or action arose or likely arose from a breach of the Owner's obligations under the NFC, the Owner shall be entitled (upon the Owner's written notice to the Supplier) to conduct relevant negotiations and/or litigation on behalf of the Supplier and/or to assist the Supplier in the negotiations and/or the litigation. Without the Supplier's prior written consent, the Owner shall not make any admission which might be detrimental to the defence of the Supplier. Without the Owner's prior written consent, the Supplier shall not make any admission which might be detrimental to the defence of the Owner.





23.1.3

For the avoidance of doubt, subject to Article 23.2.1 of the NFC, each Party shall be liable to the other Party for any loss or damage caused by a breach of the NFC or violation of Mandatory Law by the former Party.



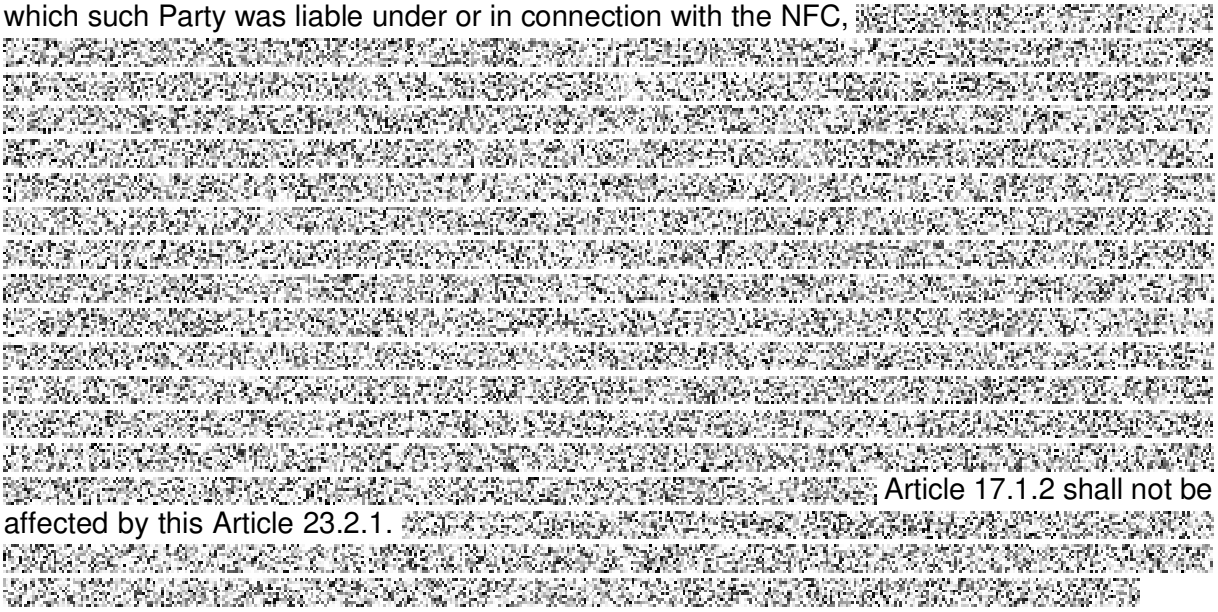
23.1.4



23.2 LIMITATION OF LIABILITY

23.2.1

The Parties agree that neither Party shall be liable to the other Party for any lost profit (in Czech: “ušlý zisk”) suffered or incurred by the other Party, or any loss of the other Party which arises as an indirect (e.g., loss of opportunity) or unforeseeable consequence of an event for which such Party was liable under or in connection with the NFC,



Article 17.1.2 shall not be affected by this Article 23.2.1.

23.2.2

Except as provided in Articles 23.2.3 and 23.2.4 of the NFC, the aggregate liability of either Party to the other Party under the NFC,



including without limitation

such liability shall not, in aggregate, exceed

such liability shall not, in aggregate, exceed

23.2.3

23.2.4

The Parties agree that insurance proceeds paid to the Party incurring damage under the insurance policies taken out pursuant to the NFC shall count towards the overall liability limit of the liable Party.

23.2.5

In addition to the severability clause under Section 28.1 and for the avoidance of doubt, the Parties agree that if any provision of this Section 23.2 or other provisions of the NFC turns out to be invalid or unenforceable for whatever reason, such invalidity or unenforceability shall not affect the validity and enforceability of the other provisions of the NFC.

23.3 RELATION TO NUCLEAR DAMAGE

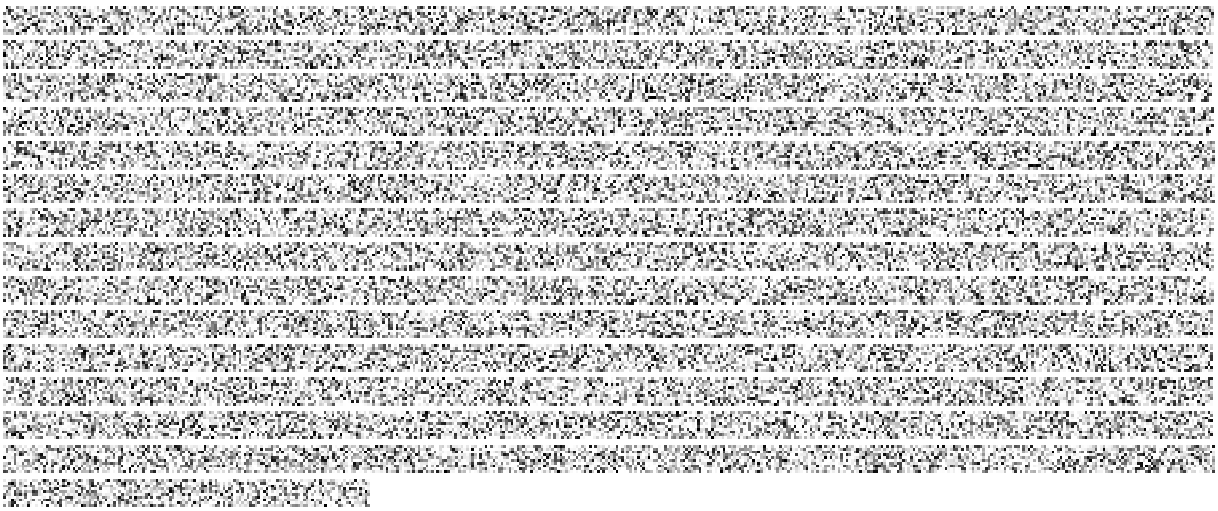
Provisions of Chapter 23 shall not apply to liability for nuclear damage under Chapter 24.

24 NUCLEAR LIABILITY

24.1

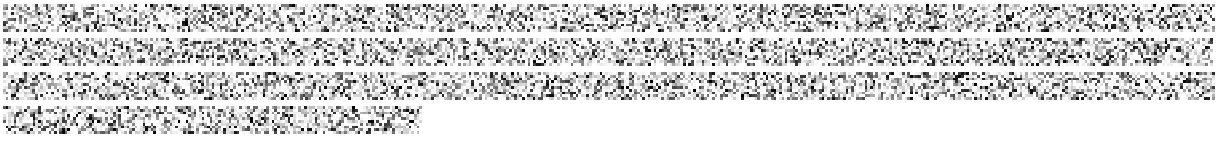
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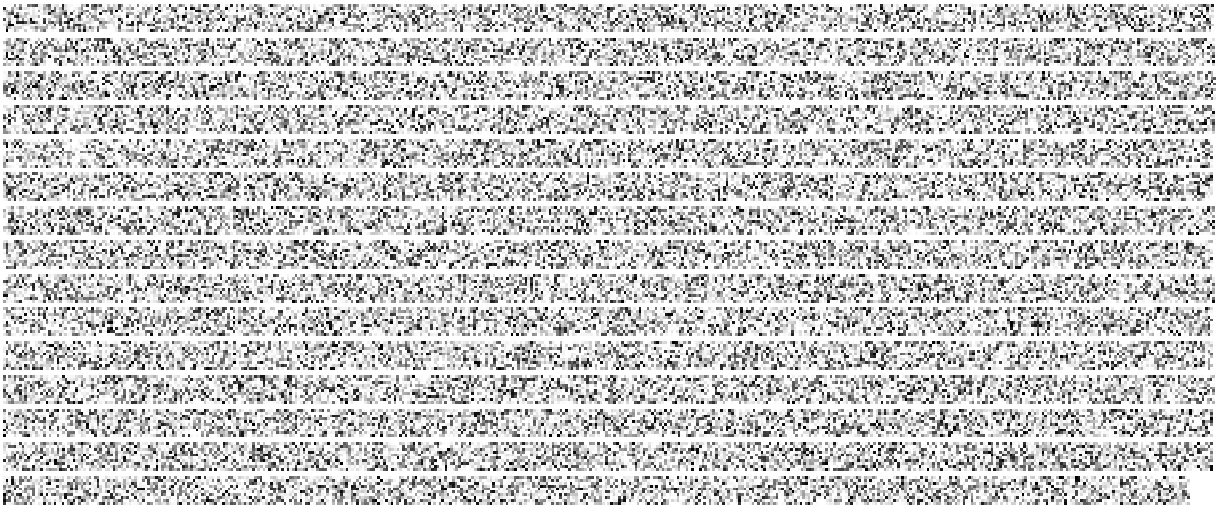




24.1.2





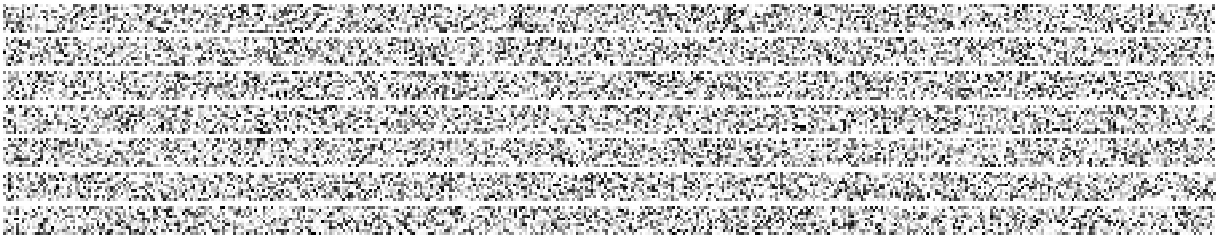


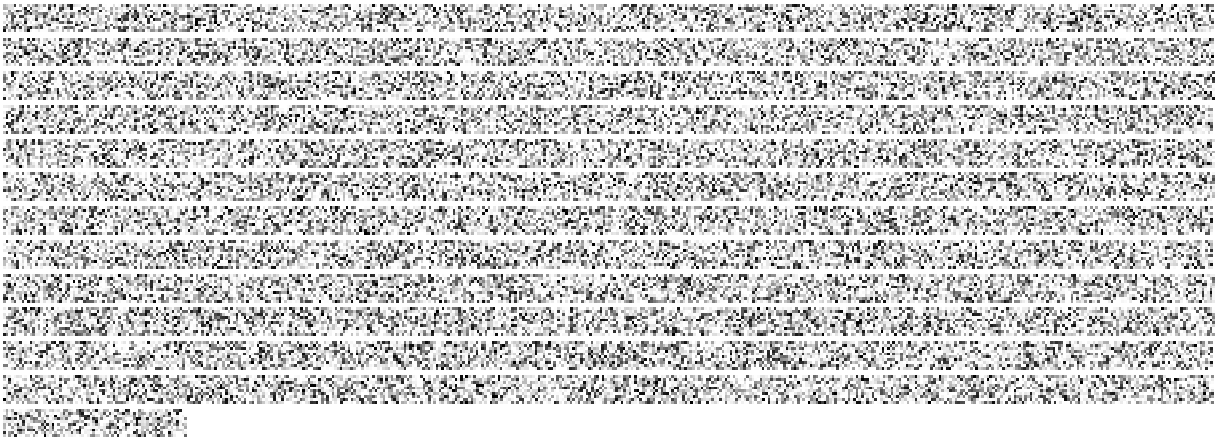


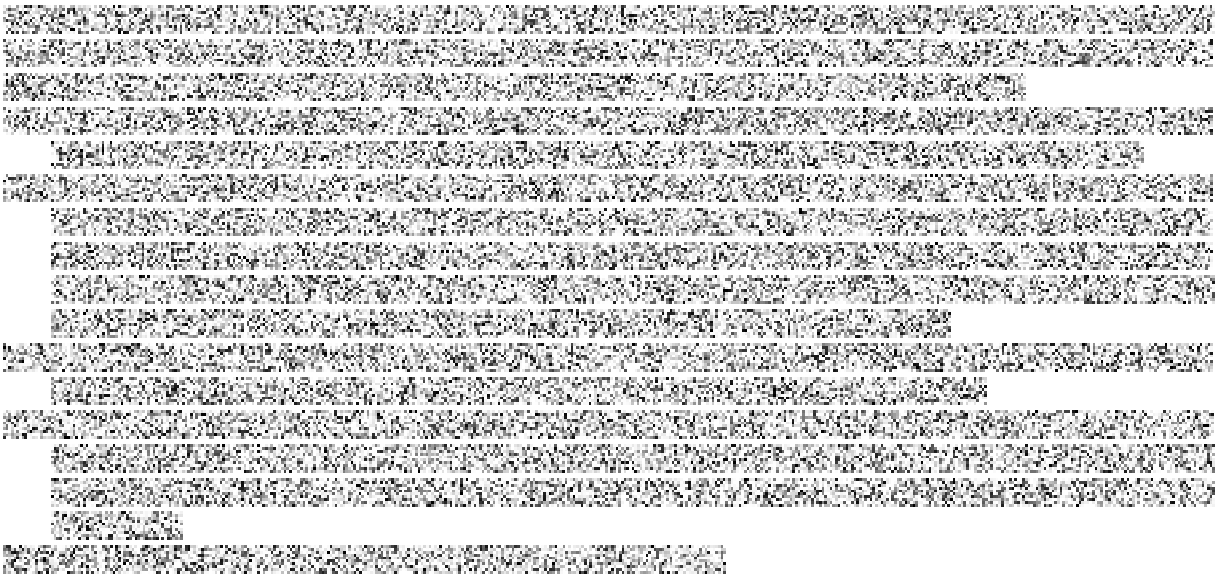


24.2

24.2.1

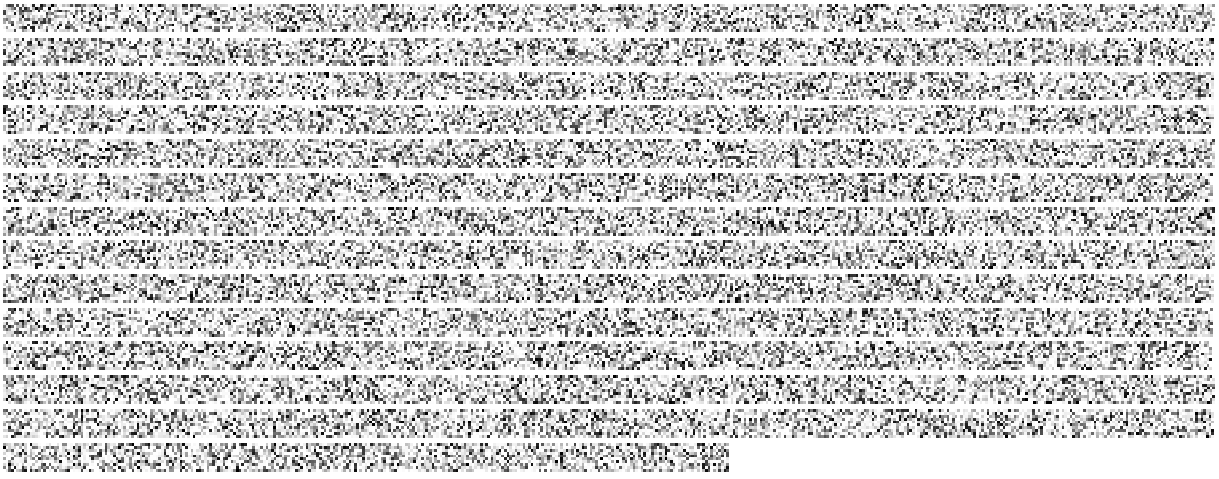




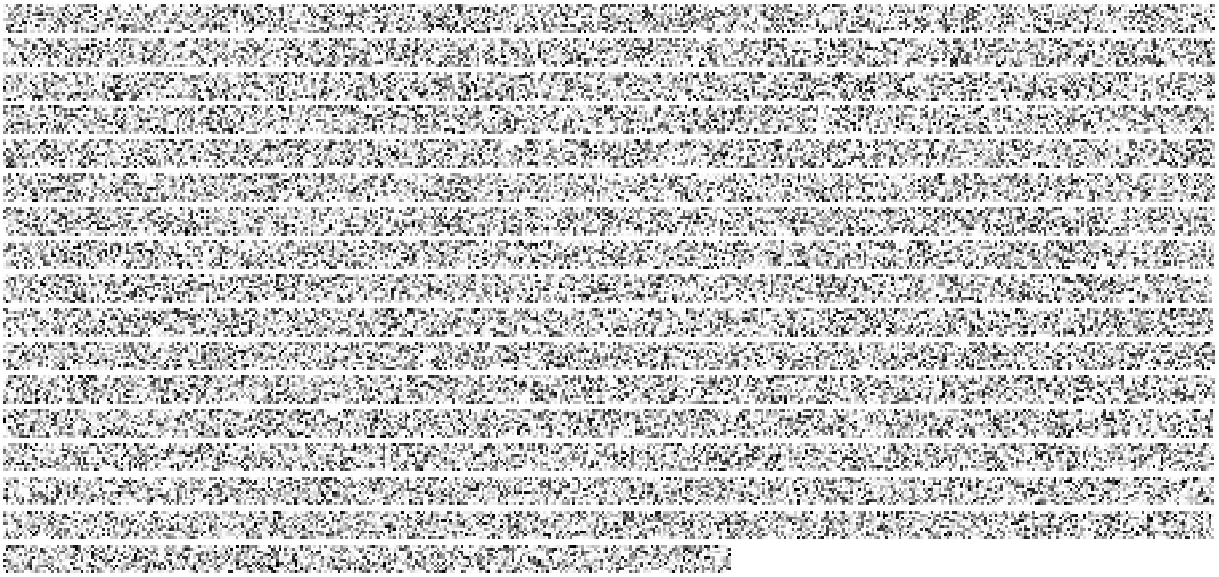


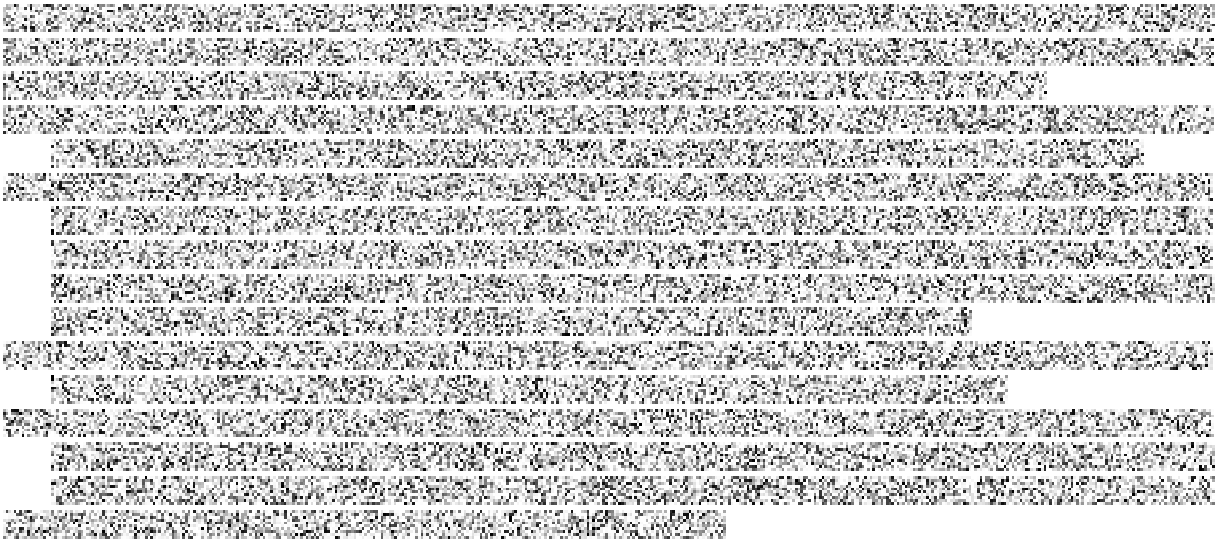


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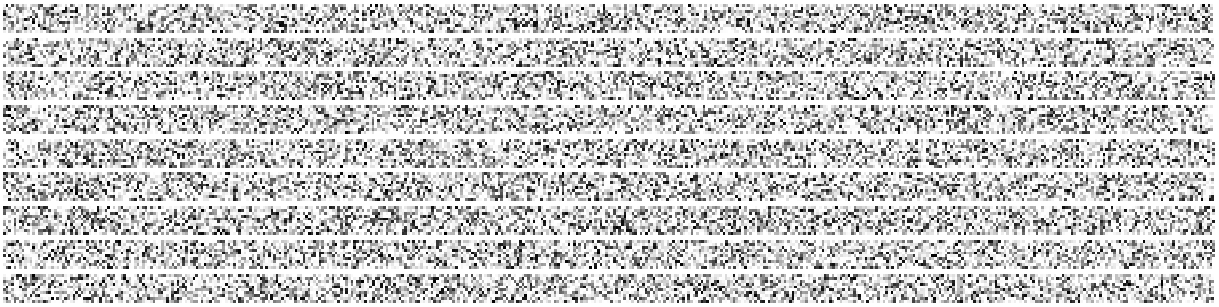
24.2.3





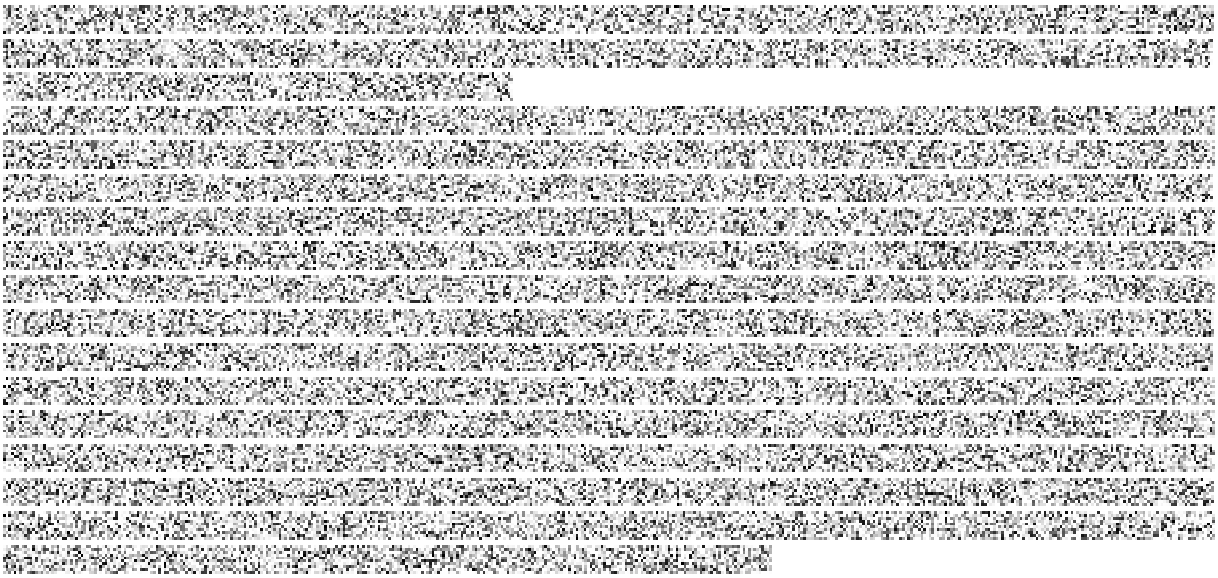


24.2.4





24.2.5



25 INSURANCE

25.1 NON-NUCLEAR INSURANCE

25.1.1
Prior to the start of the NFC Work, the Supplier and the Owner shall be obliged to insure personnel involved by them in the performance of the NFC to the extent, if any, not lower than the existing mandatory official insurance required by the relevant law governing the respective employment relationships.

25.1.2
The Supplier shall take out and maintain,

25.2 NUCLEAR INSURANCE

25.2.1
The Owner shall, without cost to the Supplier, take out and maintain,

25.2.2
The Supplier shall take out and maintain,

25.3 TRANSPORT INSURANCE

The Supplier shall take out and maintain [redacted]

25.4 COMMON PROVISIONS FOR INSURANCE

25.4.1

Each insurance policy concluded under the NFC shall provide for coverage of or exclusion of the insurance company's recourse against the Parties and their (sub)contractors. [redacted]

25.4.2

Subject to Article 25.4.3, in the event that the Owner or the Supplier are in default of their obligation to take out or maintain insurance in accordance with this Chapter 25 (also including, in the Supplier's case, any failure of the Supplier to ensure that its NFC Subcontractors take out and maintain the required insurance), [redacted]

25.4.3

If, after the signing of the NFC, any risk falling under any insurance which either Party (referred to in this Article 25.4.3 as "insuring Party") is required to take out in accordance with this Chapter 25 becomes uninsurable (i.e., insurers in the global market do not insure such risk or only on extraordinarily disadvantageous terms), the following rules shall apply:

a) the insuring Party shall promptly notify the other Party;

[redacted]

25.4.4

If, in respect of a matter which constitutes or would or might give rise to a claim of the Supplier against the Owner under or in connection with the NFC, [redacted]



25.4.5
The Supplier is responsible for and shall ensure that the insurance policies to be taken out under the NFC by the Supplier shall also cover



25.4.6
Unless provided otherwise in the NFC, insurance proceeds shall be paid to the Party which has taken out the respective insurance. However, the Supplier shall ensure that, to the extent the insurance policies to be taken out under the NFC by the Supplier cover damage, loss, liability or other risk of the Owner, its contractors, Existing Nuclear Power Plant Owner, their respective affiliates or their respective suppliers or employees, the Owner will be named in such insurance policies as the loss payee in respect of such risks and insurance proceeds shall be paid to the Owner. In the event that the Supplier is obliged to pay to the Owner compensation for damage covered by any insurance to be taken out by the Supplier under this Chapter 25,



25.4.7
Upon request of the other Party, each Party shall provide the other Party no later than

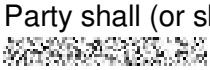


following the receipt of the request with insurance policies and other documents evidencing that particular insurance policies were concluded and are maintained pursuant to the NFC. Neither Party can require insurance policies or other documents evidencing validity of insurance cover before the date when such insurance is to be concluded in accordance with the NFC.

25.4.8
Neither Party shall take any action which would entitle the insurer to refuse any payment for claims covered by insurance policies taken out and maintained by the Parties or the NFC Subcontractors under or in connection with the NFC.

25.4.9
Each Party shall be entitled to take out at its own expense any other insurance in addition to the insurance required by the NFC. Each Party shall take out and maintain at its own expense any other insurance required by Mandatory Law.

25.4.10
In relation to each insurance policy concluded by a Party in accordance with the NFC, such Party shall (or shall ensure that its insurance broker will) notify the other Party at least



in advance before the expiry or termination or any material change to the respective insurance policy.

25.4.11
Each insurance taken out by the Supplier pursuant to the NFC shall be concluded with reputable insurer(s) being at least



If the

nuclear insurance is concluded between any party and Nuclear Insurance Pool, then such Nuclear Insurance Pool will not be subject to a financial rating screening.

25.4.12
Nothing in this Chapter 25 limits the obligations or liabilities of the Parties under other provisions of the NFC. Any costs incurred as a result of any events not insured (including, but not limited to, limitations, exclusions and deductibles relating to individual insurance policies) shall be borne by the Owner or by the Supplier (as applicable) in accordance with their liabilities and division of risks under the NFC, in particular in accordance with Chapters 5, 23 and 24.

26 SETTLEMENT OF DISPUTES

26.1 AMICABLE NEGOTIATION

26.1.1
If a dispute arises out of or in connection with the NFC, it shall be settled, if possible, by amicable negotiation of the Parties.

26.1.2
For the avoidance of doubt, the Parties agree that either Party shall be entitled to commence the arbitration according to Section 26.2 at any time, notwithstanding any pending amicable negotiations under this Section 26.1.

26.2 ARBITRATION

26.2.1
All disputes arising out of or in connection with the NFC shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce in force as at the date when the arbitration is commenced by three arbitrators appointed in accordance with the said rules. The arbitral tribunal appointed hereunder or under the EPC Contract may exercise jurisdiction with respect to the Contract Agreement, the EPC Contract and the NFC.

26.2.2
The place of the arbitration shall be Prague, Czech Republic. The language of the arbitration shall be English. The Emergency Arbitrator Provisions of the Rules of Arbitration of the International Chamber of Commerce shall not apply. The Expedited Procedure Provisions of the Rules of Arbitration of the International Chamber of Commerce shall not apply.

26.2.3
Unless the Parties otherwise agree in writing, the arbitral tribunal appointed hereunder shall make its orders on both arbitration and legal costs on the general principle that costs should reflect the Parties relative success and failure in the award or arbitration, except where it appears to the arbitral tribunal that in the particular circumstances this general approach is inappropriate. Any order for costs shall be made with reasons in the award containing such order.

26.3 WORKS TO CONTINUE

Neither the negotiations aimed at an amicable settlement of a dispute under Section 26.1 nor the commencement of the arbitration proceedings under Section 26.2 or any proceedings before courts or other similar proceedings shall release either of the Parties from its obligations under the NFC and the Parties shall continue to perform their respective obligations under the NFC.

27 ASSIGNMENT AND CHANGE OF CONTROL

The Supplier shall not be entitled to assign or transfer the NFC or any right or obligation, or any receivable or payable, arising under the NFC to a third party or undertake any transaction with similar effects (e.g., merger, spin-off, split-off, sale of business or its part) without the prior written consent of the Owner. Should there be any change in the ownerships or control of the Supplier, the Supplier shall inform the Owner of such circumstances in writing immediately after having such information available, but not later than within seven (7) calendar days from any such change.

28 FINAL PROVISIONS

28.1 SEVERABILITY

28.1.1
If at any time any provision of the NFC is or becomes invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect or impair the validity or enforceability of any other provision of the NFC.

28.1.2
The Parties shall negotiate, in good faith, to replace the provision which is or becomes invalid or unenforceable by an alternative provision reflecting the Parties' original intentions.

28.2 FUEL PHYSICAL PROTECTION



28.3 GOVERNING LAW

The NFC and, to the maximum extent permitted by Mandatory Law, any non-contractual obligations and liabilities arising out of or in connection with the NFC shall be governed by Czech law.

28.4 COMMUNICATION

28.4.1
All communications between the Parties with respect to the NFC (including, but not limited to, all notices, requests, approvals and consents) shall be made in writing (for the avoidance of doubt, the Parties agree that even if any provision of the NFC refers to any notice, request, approval, consent or other communication without expressly stating the written form requirement, such communication shall be made in writing), in English, signed by duly authorized representatives of the Parties.

28.4.2
The Parties agree that references to communications made in "writing" are references to such communications being made in paper form and signed by means of hand-written signatures by duly authorized representative(s) of the respective Party(ies) or to such communications

being made in electronic form signed by duly authorized representative(s) of the respective Party(ies) by means of an advanced electronic signature based on a qualified certificate for electronic signatures within the meaning of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and, except as provided above, shall exclude references to any other electronic form.

28.4.3
Any communications pursuant to Section 28.4 shall be delivered to the following addresses:

If to the Owner:

Attention:

If to the Supplier:

Attention:

28.4.4
If the contact details of either Party change in the course of the NFC performance, such Party shall inform the other Party of such change and shall specify the new contact details in writing. Such notification shall only be effective as of:

a) the date specified in the notification as the date on which the change is to take place;
b) if the date is not specified or the date specified is less than seven (7) days following delivery of the notification to the other Party, the eighth (8th) day following delivery of the notification to the other Party.

28.5 LANGUAGE

English shall be the official language of the NFC and for any and all NFC Deliverables and communications undertaken under or in connection with the NFC unless otherwise agreed by the Parties in writing or provided in the NFC.

28.6 SURVIVAL

Except as otherwise expressly provided in the NFC, any indemnities, warranties and remedies which have been created for the benefit of the Owner and which have not yet been fully enjoyed, enforced and/or satisfied shall survive the termination, cancellation or expiration of the NFC until each such indemnity, warranty or remedy has been fully enjoyed, enforced and/or satisfied. Any other rights and obligations of the Parties under the NFC which are to survive the termination, cancellation or expiration of the NFC according to their purpose (irrespective of whether or not expressly stated in the NFC) shall remain valid and effective after the termination, cancellation or expiration of the NFC.

28.7 AMENDMENTS

28.7.1
No amendment of any provision of the NFC and no agreement between the Parties under or in connection with the NFC shall be binding unless agreed by the Parties in writing and signed by duly authorized representatives of both Parties; except where the NFC specifically indicates otherwise, the Parties, in accordance with section 564 of the Civil Code, expressly exclude the possibility to use any other than written form of amendment or agreement (e.g., oral form or based on established conduct of the Parties). Except where the NFC specifically indicates otherwise, any amendment of any provision of the NFC and any agreement between the Parties under or in connection with the NFC requires an explicit, unreserved and unconditional consensus on its entire content.

28.7.2
A bid or offer to enter into the NFC can be accepted only in writing signed by duly authorized representative(s) of the accepting Party and is not capable of being accepted with any supplement or modification. First sentence of section 1740(3) of the Civil Code shall not apply to any bid or offer made to enter into the NFC.

28.7.3
For the purposes of this Section 28.7, references to an amendment or agreement made in "writing" are references to such amendment or agreement being made in paper form and signed by means of hand-written signatures by duly authorized representative(s) of each of the Parties or being made in electronic form signed by duly authorized representative(s) of each of the Parties by means of an advanced electronic signature based on a qualified certificate for electronic signatures within the meaning of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC and, except as provided above, shall exclude any other electronic form.

28.8 NFC EXECUTION AND EFFECTIVENESS

[redacted] The NFC shall become valid and effective in accordance with paragraph 16 of the Contract Agreement.

28.9 NOT USED

28.10 PRIOR WORK

[redacted]

28.11 RELATIONSHIP OF PARTIES

Nothing contained in the NFC shall create an association, joint venture or partnership between the Parties or impose any partnership obligation or partnership liability on either Party. Unless agreed otherwise between the Parties in writing, neither Party shall have any right, power or

authority to enter into any agreement or commitment or act on behalf of the other Party or to otherwise bind the other Party in any way.

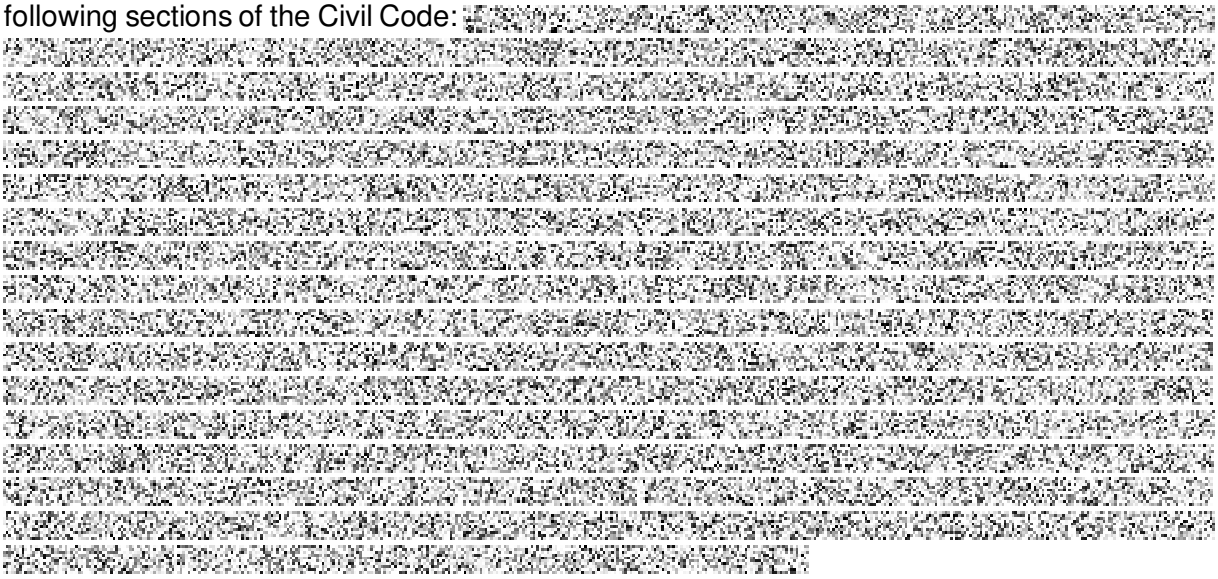
28.12 INCOTERMS



28.13 EXCLUSION

28.13.1

The Parties exclude (to the fullest extent permitted by Mandatory Law) application of the following sections of the Civil Code:



28.13.2



28.13.3

In legal relations arising out of or in connection with the NFC, no regard is given to usages, to established conduct of the Parties or to business usages.

28.14 NFC PROJECT ORGANIZATION

Organization of the NFC project is defined in and shall be performed in accordance with Appendix Q.

28.15 STANDARD OF BUSSINESS CONDUCT

28.15.1

The Supplier shall maintain the highest ethical principles, including anticorruption conduct. Corrupt conduct shall mean any offer, promise, or delivery of any undue advantage, or the act

of requiring, accepting or procuring any undue advantage. Corrupt conduct includes providing or accepting a reward, inappropriate gift, act of hospitality, or settlement of expenses, whether direct or indirect, given in an attempt to expedite business proceedings or received from an employee or a member of any statutory body in the private or public sector (including a person holding an executive position in a company, or in another private or public organization, or on their behalf, or working for such company or organization), and aimed at obtaining, keeping, or directing a business deal or at winning any other advantage. Additionally, the Supplier shall refrain from and not allow any conduct that contradicts the security requirements of the Czech Republic.

28.15.2
The Supplier is responsible for and shall ensure that the persons under its control (section 74 of the Business Corporations Act) and its NFC Subcontractors duly observe principles of non-corrupt conduct as defined in Article 28.15.1 and shall not engage in any corrupt conduct.

28.15.3
Moreover, the Supplier shall require its controlling person or legal entity (section 74 of the Business Corporations Act) to honour the same principles in its dealings with the Owner.

28.15.4


28.16 RISK OF CHANGE OF CIRCUMSTANCES


For the avoidance of doubt, this Article 28.16 shall not affect any rights and obligations of the Parties expressly stipulated in the NFC. The provisions of Chapter 11 shall not be affected by this Section 28.16.

28.17 AGREEMENT PROCEDURE



28.18 TIME LIMITS

The Parties agree that in cases where there is no time limit explicitly provided in the NFC for the performance of any obligation of the Supplier or of the Owner (as applicable) under the

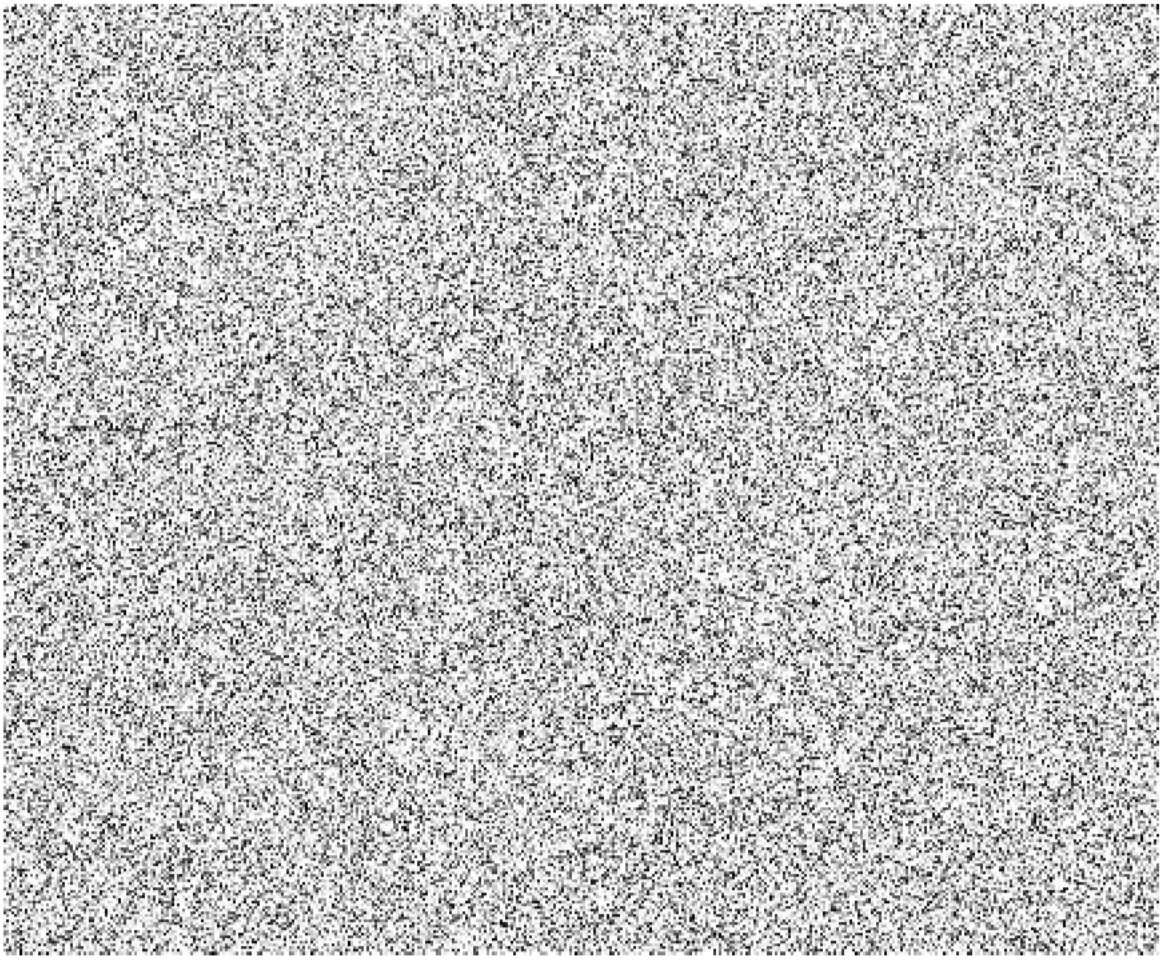
NFC, such an obligation shall be performed without undue delay (without any request of the other Party being necessary, unless provided otherwise in the NFC).

28.19 SIGNING OF THE NUCLEAR FUEL CONTRACT

This NFC is signed (executed) in electronic form by duly authorized representative(s) of each of the Parties by means of an advanced electronic signature based on a qualified certificate for electronic signatures within the meaning of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC.

the following is the signature page

IN WITNESS WHEREOF the Owner and the Supplier have hereby signed this Nuclear Fuel Contract.



NFC APPENDICES

A FUEL ASSEMBLY AND CORE COMPONENTS DESIGN CRITERIA AND DESIGN PARAMETERS

B LIMITATIONS AND CONDITIONS FOR FUEL ASSEMBLY AND CORE COMPONENTS HANDLING, OPERATION AND STORAGE

C CORE DESIGN CRITERIA, REFERENCE CYCLING SCHEME, CORE DESIGN FLEXIBILITY AND CONSTRAINTS

D OPERATIONAL MODES AND INTERFACE WITH PLANT DESIGN

E GENERAL AND CYCLE SPECIFIC REPORTS AND DOCUMENTS

F LICENSING PROGRAM

G MANDATORY LAW AND NFC CODES AND STANDARDS

H PROVISION OF MEANS OF FUEL MANAGEMENT

I SPECIFIC RIGHTS AND OBLIGATIONS RELATING TO MEANS OF FUEL MANAGEMENT

J TRAINING PROGRAMS

K PHYSICS START-UP PROGRAM

L NUCLEAR MATERIAL

M FUEL ASSEMBLY AND CORE COMPONENTS FABRICATION INFORMATION

N DELIVERY DOCUMENTATION, TRANSPORT PACKAGES LABELLING, FORMS OF ACCEPTANCE/REJECTION NOTICES, ORDERS AND OTHER DOCUMENTS

O POST IRRADIATION INSPECTION PROGRAM AND REPAIR SERVICES

P IMPLEMENTATION PROGRAM

Q NUCLEAR FUEL PROJECT ORGANIZATION

R SCHEDULE OF SUPPLIES AND SERVICES TO BE DELIVERED UNTIL PROVISIONAL TAKEOVER DATE

S RELOAD SPECIFIC INFORMATION EXCHANGE AND ASSOCIATED SCHEDULES

T PAYMENT SCHEDULES

U SUPPLIER'S STANDARD COMMERCIAL RATES

V PAYMENT INFORMATION AND INVOICE REQUIREMENTS

W [redacted]

X LIST OF NFC SUBCONTRACTORS AND OWNER'S CONTRACTORS

Y RELOAD CORE DESIGN SPLIT SCOPE

Z NFC PRICE ESCALATION INDICES

NFOETE - NUCLEAR FUEL CONTRACT FOR TEMELÍN NPP UNITS 3 AND 4