

Świętochłowice, 22.08.2018

Dear Sirs and Madams,

in response to questions asked regarding request for proposal no. 1/08/2018/EKOINSTAL dated 4th August 2018 , we send the relevant answers and explanations below:

QUESTIONS ASKED VIA EMAIL ON 14 AUGUST 2018:

1. When do we have to submit the forms?
2. Do we have to fill both Polish and English versions or just English will be enough?

ANSWER:

The above mentioned issues are clarified in THE REQUEST FOR PROPOSAL AND SPECIFICATION OF THE TERMS AND CONDITIONS OF CONTRACT PERFORMANCE, published on our company's website, namely: with regard to the language of the procedure – see item 6.6, and with regard to the deadline for submission of proposals – see item 10.1.

QUESTIONS ASKED VIA EMAIL ON 16 AUGUST 2018:

1. We require the release of the Advance Repayment Guarantee to occur upon your inspection of the equipment prior to shipment. In order to save banking fees for the Guarantee, we will put our own money in a bank before the Guarantee is issued to cover this Guarantee in the event of a draw by your company. If the Advance Repayment Guarantee is not released prior to shipment, your company will have access to these funds while we have built and shipped the entire line with our own funds.
2. For us to consider the final payment of 25%, we require the Acceptance Protocol to be signed according to the following:
25% upon goods meeting specifications listed in Seller's quotation, and Buyer's commencement of production for Buyer's customers. In case of delay in the goods meeting specifications listed in Seller's quotation and/or the Buyer's commencement of production for reasons not attributed to Seller, balance will become due and payable six (6) months from the date that the goods were delivered to Buyer's plant.
The verbiage you currently have stated for the Acceptance Protocol, "*without any mentions of defects, faults, errors or discrepancies*", there is always a way for the Buyer to find a minor fault. If you are producing product for your customers, then payment should be made.
3. In regards to VI. 6., the damages for guaranteed operation, we understand that these damages are for interrupted operation which exceeds 160 hours or 4% in a year due



to reasons attributed to our party. Please advise how these damages will be reimbursed to you as we do not plan to provide a performance bond. Are these damages included in the limit or cap listed in section VI. 5 of 10% of the total net value of the contract?

4. In regards to item 5 Appendix 2 Request for Proposal, is it necessary to guarantee tonnage per hour since you are holding us to a 96% operation guarantee? The tonnage produced is subject to so many variables such as experience of operators and maintenance personnel, availability of material, maintenance of buyer, etc.
5. We have been previously asked by customers to guarantee at 95% operation guarantee. Please revise your percentage.
6. Since we would be responsible for installation, would your company unload the containers/crates upon receipt at your plant? Also, would you be responsible for rigging the equipment into the proper location?

ANSWERS:

1. These issues are specified in Point V in Appendix no. 1 to the REQUEST FOR PROPOSAL AND SPECIFICATION OF THE TERMS AND CONDITIONS OF CONTRACT PERFORMANCE (hereinafter: "RFP&S"). The Appendix specifies the list of minimum requirements for the supply contract.
2. These issues are specified in Point no. V in Appendix no. 1 to the RFP&S. The Appendix specifies the list of minimum requirements for the supply contract.
3. These issues are specified in Point no. VI in Appendix no. 1 to the RFP&S. The Appendix specifies the list of minimum requirements for the supply contract.
4. These issues are specified in Point no. 3, letter "c" in Appendix no. 4 to the RFP&S. Please note that line capacity is one of the proposal scoring criteria, according to point 12.1.3 in RFP&S.
5. This issue is specified in Point no. IV.2 in Appendix no. 1 to the RFP&S, which specifies the list of minimum requirements for the supply contract. Please also note that the warranty period and contract performance bond are proposal scoring criteria, according to points 12.1.2 and 12.1.5 in RFP&S.
6. The delivery is to take place under the conditions DDP Świętochłowice ul. Szttygarska 28 (according to INCOTERMS 2010), which was directly specified in Point no. V.2 in Appendix no. 1 to the RFP&S, which specifies the list of minimum requirements for the supply contract. So this issue arises directly from regulations regarding DDP form of delivery stated in INCOTERMS 2010.

We would like to inform you that the terms and conditions of contract performance were specified in the REQUEST FOR PROPOSAL AND SPECIFICATION OF THE TERMS AND CONDITIONS OF CONTRACT PERFORMANCE no. 1/08/2018/EKOINSTAL dated 4th August 2018 with Appendices and cannot be changed.

Yours faithfully,

EKOINSTAL

H O L D I N G



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