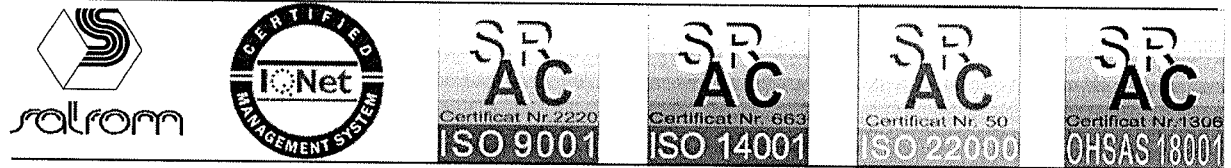


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To the attention of all interested economic operators,

Regarding: the open tender procurement procedure for *the feasibility study elaboration services "the superior exploitation and capitalization of the graphite shales from the Ungurelasu and Catalinu quarries - Baia de Fier"*:

CLARIFICATIONS NO. 1

Question no. 1:

Considering the extended duration of the project and the Provider's need to mobilize considerable human and technical resources throughout the project, we propose that the payment be made throughout the contract, according to the performance schedule (to which reference is also made to art. 16.3), and based on the intermediate deliverables handed over. Therefore, we propose to introduce an additional article, Art. 5.8 with the following provisions: Art. 5.8. "Payment will be made in instalments, in direct correlation with the performance schedule and based on the intermediate deliverables handed over."

Answer to question no. 1:

The Purchaser accepts the introduction of an additional article, Art. 5.8 with the following provisions:

Art. 5.8. "Payment will be made in instalments, in direct correlation with the performance schedule and based on the intermediate deliverables handed over. The value of the final invoice, related to the payment of the study after its favourable endorsement in CTE SNS SA shall not be less than 40% of the total value of the contract."

Question no. 2:

We propose to indicate that both the final project and the intermediate deliverables will be handed over based on the delivery-receipt protocol. Therefore, we propose the amendment of the first sentence of art. 7.2., in the sense of the above, keeping the provisions regarding the indication of the date in the delivery-receipt report:

"The handing over of the intermediate deliverables and of the project to the beneficiary is made based on a delivery-receipt protocol signed by the two contracting parties. The protocol shall mandatorily specify a date agreed between the provider and the beneficiary, on which the intermediate deliverables and the project are handed over. The project will be presented by the provider at the Beneficiary's headquarters."

Answer to question no. 2:

The Purchaser accepts this request.

Question no. 3:

We also propose the express indication of the fact that the Purchaser will not refuse, delay or postpone in any way the signing of the delivery-receipt protocols (especially if, according to art. 7.3., the project is considered delivered at the time of signing the delivery-receipt protocol). Therefore, we propose the amendment of art. 7.3., as follows:

"The intermediate projects and deliverables are considered delivered at the time of signing the protocol specified in art. 7.2. The Purchaser will not refuse, delay or postpone in any way the signing of the delivery-receipt protocol."

Answer to question no. 3:

The Purchaser fills in art. 7.3. as follows:

"The intermediate projects and deliverables are considered delivered at the time of signing the protocol specified in art. 7.2. without objections. The Purchaser will not refuse, delay or postpone in any way the signing of the delivery-receipt protocol. It is not considered a refusal, delay or postponement, if there exists a good reason that is not due to the Purchaser's fault or a circumstance beyond the Purchaser's will that leads to the refusal, delay or postponement of the signing of the delivery-receipt protocols."

Question no. 4:

In Art. 8.1. it is necessary to delete the last sentence, i.e., the preliminary approval of the CTE of the Branch E.M. Rm. Valcea. It was inserted by mistake (see also the related notes inserted at the end of art. 8.1.).

Answer to question no. 4:

The Purchaser accepts this request.

Question no. 5:

We propose to supplement art. 11.5. as follows:

"If the provider enters into the possession of information or documents classified as a work secret/state secret, made available by the beneficiary during the contract, then the parties will expressly sign, strictly for that document, a confidentiality agreement additional to the contract. If there are additional obligations for the Provider to access the information about the Purchaser and the project (ORNISS authorization), the parties will collaborate to identify the most appropriate and quick ways to access the information. In such a situation, the parties agree that the plan of activities undertaken by the provider enters into force and becomes effective within 2 working days from the date of obtaining and/or carrying out the necessary formalities and authorizations."

Answer to question no. 5:

The Purchaser accepts this request.

Question no. 6:

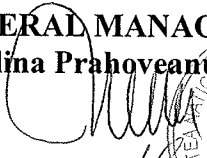
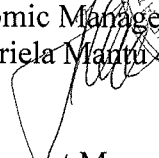
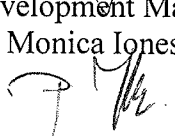
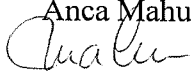

Art. 12.2. and art 15.6. – There is no maximum period in which the project will be approved in the CTE of the purchaser SNS SA. We propose the amendment of art. 12.2. as follows: "The study will be communicated to the Purchaser in 5 original copies based on a delivery-receipt protocol. Also, the Provider sends the study electronically by email. The final acceptance of the Study is considered completed on the date of its approval in the Purchaser's (SNS SA)


CTE. From the moment of communicating each deliverable to the Purchaser (its representatives being nominated under the chapter Notifications), under the sanction of delay penalties provided in art. 10.1., within maximum 7 working days, the Purchaser will issue observations or acceptance minutes in writing. The Parties expressly agree that if, within the indicated deadline, the Purchaser does not issue comments, the deliverables communicated by the Provider are considered accepted, and the Provider can issue the invoice."

Answer to question no. 6:

The Purchaser fills in art. 12.2. as follows:

"The study will be communicated to the Purchaser in 5 original copies based on a delivery-receipt protocol without objections. Also, the Provider sends the study in editable format by email. The final acceptance of the Study is considered completed on the date of its approval in the Purchaser's (SNS SA) CTE. From the moment of communicating each deliverable to the Purchaser (its representatives being nominated under the chapter Notifications), under the sanction of delay penalties provided in art. 10.1., within maximum 10 working days with the possibility of extension (by prior notification of the provider) for maximum 10 more working days in well justified cases (there may be causes beyond the Purchaser's will that lead to non-compliance with the deadline), the Purchaser will issue observations or acceptance minutes in writing. The Parties expressly agree that if, within the indicated deadline, the Purchaser does not issue comments, the deliverables communicated by the Provider are considered accepted, and the Provider can issue the invoice."

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Anca Mahu

Legal Department
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S.A. nr. 1780/02.08.2021