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# CONTRACT FOR WORK

*made on the date stated below  
pursuant to the Civil Code of the Czech Republic*

**between**

**People in Need (Člověk v tísni, o.p.s.)**

Local office address: Kart-e-Bukhdi, Kochi General Usman Asadi, Mazar-e-Sharif, Afghanistan

Registered office at Šafaříkova 24, Prague 2, 120 00, Czech Republic

Identification number (IC): 25 75 52 77

represented by .....

(hereinafter referred to as "**PIN**")

**and**

**Name** .....

registered office .....

.....

represented by.....

(hereinafter referred to as the "**Contractor**")

**Banking details**

Account Name and address:

Account Number:

Bank name and address:

SWIFT code:

IBAN:

Country:

## I. PURPOSE OF THE CONTRACT

1. PIN, with funding of USAID (the "**Donor**" or "**USAID**"), has started implementing a project titled "**Recycling Plant Value Chain in Northern Afghanistan for Sustainable Job Opportunities**" (the "**Project**" and the "**Recycling Plant**"). The Project duration is from June 5, 2019 till June 4, 2023. The location of the Recycling Plant is the Ali Sharnavi Industrial Park, located 22 km from Mazar-i-Sharif City, in Balkh Province, Afghanistan.

2. This contract for fixed price is concluded with the Contractor as the winner of the tender called: **Procurement of PET Plastic Recycling Machinery to produce food grade specified recycled PET (RPET) granules**. The number of the tender is **INSERT** (hereinafter referred to as the "**Contract**", the "**Machinery**" and the "**Tender**"). The Contractor met the Tender selection criteria and was awarded this Contract. The Tender had been carried in accordance with the PIN Procurement Guidelines and with Donor's Procurement Guidelines.
3. The Contractor's Technical Proposal with Commercial Offer (hereinafter referred to as "**Technical Proposal**") is attached hereto as **Annex A**. This Contract shall be interpreted in accordance with the Tender Notice, Technical Proposal and all the Annexes.
4. In accordance with the provisions of this Contract, the Contractor undertakes to ensure and carry out all the activities required for the flawless operation of the Machinery in the Recycling Plant as stipulated herein and as required in the Tender Notice. PIN undertakes to pay the agreed remuneration (Art. III). The Contractor declares that it is professionally qualified to fulfil its obligations according to this Contract.
5. The Contractor is aware that although PIN acts as the Contract owner, the future operator of the Machinery shall be the company: **Ittefaq Samsor Plastic Recycling and Producing Industrial Company**, with its seat in Amir Alisher Nawayi Industrial Parks, Mazar-i-Sharif City, Afghanistan (the "**Company**"). Subsequently, the Company shall become the owner of the Recycling Plant, including the Machinery.
6. By signing this Contract, the Contractor agrees that the rights from the Warranty Period (Art. IX) as well as any other rights from this Contract pertaining to PIN based on this Contract may be exercised by the Company or by another person designated by PIN. For this purpose, the Contractor shall be obliged to enter into Handover Protocol with PIN and with the Company or with another person designated by PIN.
7. The Contractor expressly agrees and is aware of the fact that any of the contractual claims towards the Contractor belonging to PIN (be it right for contractual penalty or reimbursement of damages or rights from defective performance) may be exercised either by the Company or by another person designated by PIN, regardless if the Contract designates PIN as a bearer of such mandate. No further approval of the Contractor is required.

## II. SCOPE OF THIS CONTRACT

1. The scope of this Contract includes the following obligations of the Contractor based on its Technical Proposal:
  - (a) design of the Machinery with detailed drawings and specifications ("**Design**");

- (b) purchase of the Machinery ("**Purchase**");
  - (c) delivery of the Machinery from the place of purchase (be it in parts or at once) to the Recycling Plant in Amir Alisher Nawayi Industrial Parks, Mazar-i-Sharif City, Afghanistan, including its receipt, unloading and unpacking ("**Delivery**");
  - (d) fixing, assembly, installation, configuration of the entire Machinery in the Recycling Plant ("**Installation**");
  - (e) commissioning of the Machinery into operation ("**Commissioning**");
  - (f) conducting of the trial runs and other activities listed in Art. VI ("**Pilot Phase**");
  - (g) onsite training of the staff in English ("**Training**");
  - (h) conducting laboratory analysis through third party International laboratory (certified for SO/IEC 17025 and are part of International Laboratory Accreditation (ILAC) for chemical parameters of RPET ("**Laboratory Analysis**");
  - (i) handing over to PIN and/or the Company (or to another person designated by PIN) followed by acceptance of PIN under the conditions of this Contract ("**Handover**");
  - (j) provision of warranty period ("**Warranty Period**").
2. For purposes of this Contract, the "**work**" (or also the "**Work**") means the work which the Contractor is or may be required to carry out and complete under the Contract.
  3. PIN and the Contractor shall conclude a Post-Warranty Service Agreement to ensure the service of the Machinery for **INSERT** additional year(s) after the expiry of the Warranty Period. The Post-Warranty Service will also include agreement on service delivery and delivery of the essential worn-out spare parts for agreed period of time. The minimum standard for the post-warranty service required by PIN is given in **Annex C**. The Contractor declares that the price for the post-warranty service shall not exceed standard price for similar services provided.
  4. No other or extra charges shall be payable to the Contractor for any of the activities required for fulfilment of the purpose of this Contract listed herein.

### III. TERMS OF PAYMENT

1. PIN undertakes to pay the Remuneration in the total amount of **INSERT**. The price is calculated on the basis of a binding budget which is part of the **Annex A** (hereinafter referred to as the "**Remuneration**" and the "**Budget**"). All the payments will be transferred in **USD**.
2. The Contractor is aware that PIN shall withhold the Withholding Tax (Article 72 of the Afghan Income Tax Law of 2009) from the total Remuneration to be paid to the Contractor. The withholding tax rate shall be 7% of the total value of the Contract. After the deduction of the Withholding Tax the Contractor shall receive in total **INSERT** USD. The Withholding Tax shall be deducted from base of payment of the

instalment and transferred by PIN on behalf of the Contractor to the Medium Tax Payer Department of Ministry of Finance of Afghanistan.

3. The Remuneration shall be paid in **five (5) instalments** as follows:
  - a) The amount of **10%** of the Remuneration, i.e. the **INSERT USD**, within 15 days from the day of the signature of this Contract by both contractual Parties under the condition of prior submission of bank guarantee issued in compliance with the Tender Notice.
  - b) The amount of **30%** of the Remuneration, i.e. the **INSERT USD**, within 30 days from the day of the satisfactory completion of the Delivery and under the condition that the Delivery is confirmed by PIN or by another person designated by PIN for supervision in writing.
  - c) The amount of **25%** of the Remuneration, i.e. the **INSERT USD**, within 30 days from the day of the Installation and the Commissioning under the condition that the Installation is confirmed by PIN or by another person designated by PIN for supervision.
  - d) The amount of **25%** of the Remuneration, i.e. the **INSERT USD**, within 30 days from the day of the successful completion of the Pilot Phase, delivery of the Training and submission of the Laboratory Analysis and under the condition that the competition of the Pilot Phase, Training and Laboratory Analysis is confirmed by PIN or by another person designated by PIN for supervision.
  - e) The amount of **10%** of the Remuneration, i.e. the **INSERT USD**, within 30 days after the expiration of the Warranty Period (Art. IX) starting on the signature of the Handover Agreement by PIN and the Contractor under the condition that there are no outstanding obligations of PIN against the Contractor.
4. If the non-fulfilment of obligations of the Contractor is not or cannot be remedied and PIN will be entitled to a contractual penalty to be paid by the Contractor, PIN may set-off its claim to such contractual penalty against the next instalment to be paid to the Contractor.
5. For each of the instalments, the Contractor issues an invoice. The due period for each of the instalments (invoices) shall be minimum 30 days from its verifiable delivery to PIN, except the first payment period which is 15 days.
6. Neither of the Parties shall pay any taxes, fees or other duties to the local authorities in relation to their performance under this Contract, unless such obligation is provided for by the local legislation.

## IV. TIMEFRAME AND DELIVERY CONDITIONS

1. The Timeframe of the obligations of the Contractor pursuant to this Contract is in the **Annex B** hereto (the "**Timeframe**"). The established Timeframe as defined in **Annex B** is **185 days** from the date of the signature of this Contract. An extension of four (4) weeks may be provided beyond specified Timeframe, subject to triggering of Force Majeure conditions only at zero cost escalation.
2. The Machinery is to be delivered directly to the Recycling Plant location in Ali Sharnavi industrial park, GPS location latitude 67°32'19.9" longitude 36°7'52.0" under the **DDP Incoterms**:  
**"DDP, Ali Sharnavi Industrial Park, Balkh Province, Afghanistan, Incoterms 2020"**.
3. The Contractor shall be responsible for packaging of the Machinery and its compliance with adequate safety standards to ensure no wear and tears happen to the Machinery during its transportation. The Machinery that is delivered under this Contract must be packed according to its nature in order to adequately protect it from any damage during transport by both truck and/or ship. The Contractor must insure the Machinery adequately for the transportation and for meeting any force majeure conditions, which may be specifically specified given the Afghanistan prevailing conditions and shall include all acts of terrorism and prospective civil war conditions. Each packaging is to be labelled with at least the following information: **Contract Nr., PIN details, Contractor details, Packing Nr., netto weight, gross weight.**
4. The Contractor is responsible for carrying out installation works related to connection of utilities, such as power, water and other services in the Recycling Plant. The required power and water supply shall be provided by PIN at the Recycling Plant to the Contractor. The specification of the information on power and water requirements as well as on the handling equipment and other requirements leading to the successful commissioning of the Machinery into operation stipulated herein are provided by the Contractor to PIN as part of the Technical Proposal.

## V. FURTHER REQUIREMENTS FOR THE DELIVERY

1. Technical Proposal for the Machinery is described in **Annex A**. The Contractor shall share with PIN all technical drawings including machine drawings, electrical and mechanical lay-outs in 3D showing real dimension of the equipment, operation manuals, equipment operation software and other related important documents required for satisfactory operation of the Machinery in the Recycling Plant, in English.
2. The supply of the Machinery shall comprise of all electrical, mechanical, and pneumatic components as required for achieving product quality standards stipulated herein. The output of food-grade RPET flakes

from proposed PET recycling line shall be required to comply with minimum standards stipulated in **Annex D**.

3. The Contractor assumes overall responsibility for the correct conceptual design and practical implementation of the supplied Machinery enabling continuous, safe and proper operation with a capacity not lower than the guaranteed values. The Contractor is responsible for applying the internationally best available industrial practice on Machinery manufacturing and performance. All engineering designs, specifications, technical documentation and other documents used/supplied/recommended by the Contractor should be adapted to the purpose of this Contract and the Recycling Plant and must be translated to English. The Contractor takes into account that the design and manufacture of the Machinery must be in accordance with the applicable standards and regulations agreed with PIN.
4. The Contractor is responsible for securing that all the Machinery supplied through the Contract are new machines of recent conception, free of defects and operational failures. The Contractor is responsible for the control of all the work to be carried out under this Contract, services and supplies which are executed by its subcontractor(s), if any, and will actively participate on supervision of any work to ensure that it fits with drawings and requirements for the Machinery and future operation of the Recycling Plant.
5. If the above works/services/supplies are not satisfactory and/or do not correspond to the agreed Technical Proposal and other requirements, terms, Timeframe and/or safety standards or if the Training does not reach the standards necessary for a proper and safe operation of supplied Machinery, the Contractor is obliged to intervene and to request fulfillment of such provisions, work, services and supplies and to timely inform PIN accordingly.
6. Any of the Contractor's responsibilities stipulated herein are valid also during the Warranty Period.
7. The Contractor is responsible for ensuring that the final product meet all the requirements set by relevant legal regulations and technical standards. The Contractor shall apply for the certification of produced RPET food grade pellets to make sure that the quality of these final product meets all the requirements for usage as well as its future export from Afghanistan and usage in USA and EU countries. All activities shall be conducted in accordance to Afghan rules and regulations.
8. The Contractor is allowed to change the technical equipment, including design data and the external appearance of individual products, provided that this does not impair the use of the entire system for the purpose stipulated herein, in compliance with the performance specifications and Technical Proposal. The Contractor is obliged to inform PIN accordingly. However, the standards required by PIN may not be changed without PIN prior written approval.
9. The Contractor is obliged to deliver complete set of operating and maintenance manual in English with wiring diagrams and full description of the operating and security systems and all the devices for each

part of the Machinery. The manuals shall include identification references for all spare parts. PIN may require further documentation, if necessary.

## **VI. ASSEMBLY, PILOT PHASE, TRAINING AND HANDOVER**

1. The Contractor shall be responsible for and shall provide all materials and labour needed to deliver and install the Machinery and anything else needed for the complete Delivery, Installation, Commissioning, Pilot Phase, Training and Handover.
2. The Contractor shall be required to conduct minimum **five (5) trial runs within seven (7) working days** meeting the minimum stipulated standards for the production of food grade specified recycled PET (RPET) granules (hereinafter referred to as the "**Pilot Phase**"). PIN shall provide the Contractor with maximum cooperation.
3. The Pilot Phase shall be declared as completed after the following has been successfully delivered:
  - (a) conducting of the agreed amount of trial runs meeting the standards agreed herein;
  - (b) issuance of Machinery installation certificate (e.g. its compliance with applicable American Standard National Institute (ANSI) or equivalent quality standards for material used in machinery and/or if being imported from EU it compliance with comply with requirements of European Machinery Directive 2006/42/EC revised Edition 2.2 released in Oct 2019, potentially other documentation, if required) and
  - (c) obtaining of all the declaration certificates on the RPET product quality from both local and other international agencies, including the Laboratory Analysis.
4. PIN is obliged to:
  - (a) prepare the site for assembly of the Machinery;
  - (b) store the Machinery before its assembly on the construction site in a rain-protected warehouse;
  - (c) to follow instructions of the Contractor for any special storage conditions;
  - (d) to participate in the Installation of the Machinery;
  - (e) to provide staff to assist with the Installation and Commissioning;
  - (f) to provide raw materials at the start of the Commissioning of the Machinery and during the Pilot Phase;  
and
  - (g) to carry out any other justifiable activities required leading to the timely and duly Handover of the Machinery.
5. PIN shall supervise the Machinery assembly. The Pilot Phase shall start after the Installation in compliance with the Timeframe (**Annex B**), followed by the Training. During the Pilot Phase, the Contractor is obliged

to ensure the setting and instalment of the Machinery so that the maximum daily production output of the Machinery can be verified.

6. The Contractor shall handover to PIN a duly completed work in compliance with this Contract and its Annexes, without any defects or any unfinished parts under the condition of prior successful Pilot Phase and PIN shall accept the completed work. For the acceptance, the Contractor proves that the Machinery:
  - (a) works as specified in the Technical Proposal;
  - (b) processes the input material as specified in the Technical Proposal;
  - (c) the quality of the final product corresponds with the Technical Proposal.

This evidence is provided by means of an approved Handover Protocol.

7. After the successful completion of the Pilot Phase and under the condition of completion of other obligations stipulated herein, the contracting parties shall sign a Handover Protocol for the handover and acceptance of the work under the Contract. The Handover Protocol shall be signed by the authorized representatives of Contractor and PIN, with an active participation from the side of the Company.
8. Minor defects that have no impact on the performance of the Machinery and quality of the final product, do not constitute a reason to refuse acceptance but will be remedied by the Contractor without undue delay. However, the Warranty Period will not start prior to the removal of these defects.
9. PIN is entitled to refuse to accept the work carried out under this Contract if it shows obvious defects or if it is not finished completely or if it does not perform the expected amount and/or quality of the final product as required herein.
10. In the event that the Machinery performs less than the specified performance parameters required in the Tender Notice or as listed in in the **Annex A**, the complaint by PIN shall be supported by an expert's opinion, in which the non-fulfilment on the part of the Contractor is confirmed.
11. The Contractor shall ensure that a structured syllabus of the Training will be shared with PIN, prior to imparting of the Training to the nominated staff for satisfactory operation of the Machinery in the Recycling Plant. The Training must also include all safety aspects of handling the Machinery with focus on relevant plastic recycling operations. The amount of the Training is minimum 5 man-days. All nominated staff shall be present during the whole Pilot Phase.
12. The Contractor shall be required to prepare a maintenance schedule for the entire Machinery and incorporate it to the Training.

13. During the Pilot Phase, the Contractor shall advise PIN about minimum requirements for feedstock as the collected PET may have coloured fractions, which may impact proposed quality parameters of food grade RPET flakes. The Contractor shall also advise on packaging, storage, and transportation requirements of finished RPET flakes to ensure its quality is sustained postproduction.

## **VII. SUPERVISION**

1. PIN, Donor or any other person authorized by them is entitled to supervise the execution of the works by the Contractor and all sub-contractors including. This includes work-site visits while the Contractor is obliged to enable such visits. PIN, the Donor or any other person authorized by them is entitled to elaborate written protocols on deficiencies found during monitoring or any other facts and the Contractor is obliged to enable such monitoring.
2. Any changes to the work execution as described in any of the Annexes hereto must be agreed in advance and in writing by PIN.

## **VIII. OWNERSHIP AND LIABILITY**

1. The Contractor is responsible for any part of the Work until official record of its Handover to PIN and it shall be also liable for any damages that may occur to any part of the Work during this period. The extent of the insurance shall correspond with the requirements in the Tender Notice.
2. PIN becomes owner of any part of the Work in the moment of the Handover confirmed by the signature of the Handover Protocol. The risk of damage shall be transferred from the Contractor to PIN in the moment of the signature of the Handover Protocol.
3. The Contractor shall handover the completed Work properly and on time, without any defects or unfinished parts. The Work is considered to have defects if any of its part (such as, but not limited to, the operation of the Machinery, its Design or Installation, etc.) does not meet requirements specified herein and/or the Tender Notice and/or the Technical Proposal and/or if it does not allow a flawless operation of Recycling Plant.
4. The Contractor does not perform properly, if he does not point out defects of the Work (e.g. Design, Machinery, Installation, Commissioning or during the Pilot Phase), although such defects do not usually occur in technologies with similar requirements and technological specifications. Another defect for which the Contractor is to be liable, is the fact that the Contractor, in conflict with the reality, assures PIN that the Work does not show any defects and the Work and individual parts and components, are suitable for the Project.

5. The Contractor shall be liable for breach of contractual obligations stipulated herein as well as for any defects of the Work which the Work has at the time of the Handover to PIN (regardless if such defects are described in the Handover Protocol or not) and during Warranty Period.
6. Rights of PIN based on the defective performance of the Contractor do not exclude the right of PIN to claim reimbursement of damages in full extend.

## IX. WARRANTY CONDITIONS

1. The Contractor shall guarantee flawless operation of the Work for the period of **INSERT** year from signature of the Handover Protocol (hereinafter referred to as the "**Warranty Period**"). During the Warranty Period the Contractor shall be liable for defects occurred on any part of the Work. The Warranty Period shall be extended for the amount of time during which PIN and/or the Company was not able to use the Work or any part of it due to the defects caused by the Contractor.
2. The Contractor shall not be liable for defects caused by non-compliance with instructions given by the Contractor to PIN and/or to the Company, provided that the Contractor has pointed out the unsuitability and PIN/or the Company insisted on their observance or the Contractor could not determine this unsuitability.
3. Any defect shall be reported to the Contractor in writing without undue delay, including the detailed specifications of such defect. The notification must be sent to the following contact person by email:  
Name: **INSERT** / Email: **INSERT** / Phone: **INSERT**
4. The Contractor is obliged to start to remove the defects preventing a proper operation of the Machinery within **24 hours** from the notification. In case the defects do not prevent a proper operation of the Machinery, the Contractor is obliged to start the service within **48 hours** from the defect notification. In either of the cases, the repairs shall be finished within 10 days from delivery of the notification.
5. If the specified defect is repairable, the Contractor is obliged to remove the defect free of charge by repairing or replacing the defected part or by adding the missing part or by removing the alleged legal defects which prevent PIN from the undisturbed use or possession of the Work and/or any of its components.
6. If it is not possible to repair the defect, PIN shall have the right, according to its choice, to free delivery of a new component or new components (or even a new Machinery, shall the case be) without any defects or to free delivery of a missing part or for a reasonable discount from the Remuneration or to withdraw from the Contract. PIN is entitled to choose and exercise any of the above rights at its discretion, or choose and apply a combination of these rights. The stated rights belong to PIN even in case of a repairable defect, if PIN cannot properly use the Machinery or any of its components due to the recurrence of such a

defect in spite of its repair. For the purposes of this Contract, a recurrence of a defect is considered to be a situation in which the same defect occurs repeatedly or if a larger number of defects occur simultaneously.

7. The contractual parties may decide on any other amicable settlement of the complaint raised by PIN. However, for avoidance of doubt, it is stated that if the Contractor is not asked by PIN to resolve the complaint other than by the removal of the specified defect, the Contractor is obliged to carry out all steps leading to the immediate removal of the specified defect.
8. If the defect(s) prevent operation of the Recycling Plant and the Contractor fails to eliminate the defect or the damage within a reasonable period of time, PIN may set a fixed date on which or by which the defect or damage is to be eliminated. If the Contractor does not eliminate the defect or damage by the date thus announced and such removal should have been made at the Contractor's expense, PIN may
  - (a) perform these works by itself in a reasonable manner and at the Contractor's expense, provided that the Contractor bears no responsibility for these works or
  - (b) if the defect(s) are of such extend that they deprive PIN from all the expected benefits from the Recycling Plant, PIN is entitled to a refund of the paid part of the Remuneration, costs of financing the work, dismantling of the Machinery, cleaning of the Recycling Plant and return of the Machinery - or its defected part - to the Contractor.
9. In the event of non-compliance with the deadline for the elimination of the defects, PIN and/or the Company are entitled to remove the defects without the Contractor as stipulated above, however, the Contractor is obliged to pay the contractual penalty **0.25%** of the Remuneration daily, i.e. **INSERT** daily, and to cover the incurred costs of PIN. Total amount of contractual penalty to be paid in this case shall not exceed maximum 30% of the Remuneration. Payment of the contractual penalty does not exclude the right of PIN for reimbursement of damages.
10. The Contractor undertakes to supply PIN with original spare parts (the critical component warranty, listed in the Tender Notice) for a period of five (5) years from the signature of the Handover Protocol. Otherwise, the Contractor will have to reimburse PIN for all costs incurred with the unavailability of such spare parts. In the event that the unavailability of spare parts makes it impossible for PIN to operate the Recycling Plant, PIN are entitled to withdraw from the Contract. Furthermore, the Contractor must reimburse PIN the incurred damages and to pay contractual penalty amounting to 10% of the Remuneration.
11. The Contractor shall share details of his authorized representatives or channel partners, who are located in Afghanistan or in the neighbourhood of Afghanistan and shall be contacted for any equipment technical report related to enquiries.

12. In case the Contractor provides its service support during the Warranty Period, it is obliged to cover all costs, cash costs and other services associated with the provision of warranty service support, especially the costs of diagnosing of the defect in the Recycling Plant, remuneration of the technician, repair or elimination of the effect, handling and technical equipment, spare parts, etc.)

## **X. OBLIGATIONS OF THE CONTRACTOR**

1. The Contractor shall carry out the work under this Contract at its own expense and at its own risk.
2. The Contractor undertakes to carry out the work under this Contract in its own name. The Contractor is authorised to sub-contract or transfer part of its obligations under this Contract to third parties, however the Contractor shall be solely and exclusively responsible to PIN for carrying out of the Work and satisfactory performance of this Contract.
3. The Contractor is obliged to ensure that all works provided and materials used are in accordance with local law and technical, civil engineering, industry and other applicable standards.
4. The Contractor shall employ only qualified and experienced persons as skilled labour to perform the work under this Contract and shall provide the professional oversight, supervision and monitoring at all work-sites.
5. If PIN requires the Contractor to carry out additional works not agreed in this Contract, the Contractor is obliged to carry out such works. If the price for such works is not agreed between the contractual parties, PIN shall increase the Remuneration for the work reasonably and shall pay the standard price for similar works in the local environment.
6. If PIN requires the Contractor to restrict the extent or the scope of the work agreed in this Contract, the Contractor is obliged to restrict it, then PIN shall decrease the remuneration accordingly.
7. The Contractor shall follow orders of PIN however the Contractor shall be obliged to notify PIN if the given orders are unsuitable.
8. If the Contractor performs any part of the work through one or more designated sub-contractor(s), the Contractor is responsible for ensuring that the sub-contractor(s) comply with all provisions of this Contract and its Annexes.
9. The Contractor must consult regularly with PIN and notify PIN promptly and in writing of any significant problems or changes that could affect the successful execution of the work.

## XI. DECLARATION OF THE CONTRACTOR

1. The Contractor hereby declares and warrants that the Contractor rejects corrupt, fraudulent, collusive and/or coercive practices and that neither the Contractor nor its management have engaged in corrupt, fraudulent, collusive and/or coercive practices or have been convicted of an offence or a crime concerning their professional conduct by a judgment which has the force of res judicata. If PIN becomes aware of any of the above-mentioned, PIN will immediately inform the donor in writing.
2. The Contractor shall respect social rights and provide its employees with proper working conditions based on international labour standards. The Contractor shall not engage in the employment of children. The breach of these obligations shall be considered as a substantial breach of this Agreement. Where possible, the Parties shall also consider environment and avoid contractors and sub-contractors of any connection with a party to a conflict, involvement in the supply of transport of illicit arms and/or landmines, or involvement in the unethical exploitation of natural resources. PIN may conduct on-site visits or use equivalent methods to ensure compliance of the Contractor with this principle.
3. The Contractor hereby declares and warrants that the Contractor has read and understood the Key Principles of PIN Code of Conduct and agrees to uphold the standards of conduct required. Electronic copy of these principles is available at:  
[https://www.clovekvtsni.cz/media/publications/1594/file/pin\\_code\\_of\\_conduct\\_and\\_key\\_policies\\_digest\\_2020\\_short.pdf](https://www.clovekvtsni.cz/media/publications/1594/file/pin_code_of_conduct_and_key_policies_digest_2020_short.pdf).
4. The Contractor may not engage in the trafficking in persons and shall avoid any support (direct or indirect) of terrorism, including the financing of terrorism, or transactions with persons connected with terrorism.
5. The Parties shall take all necessary precautions to avoid or end conflicts of interests and the Contractor shall inform PIN without delay of any situation constituting or likely to lead to any such conflict, then PIN shall notify the donor in writing and without delay.
6. There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.
7. The Parties shall give the donor, PIN, the USAID or any other person or organization authorized by the donor, PIN or the European Union (hereinafter jointly referred to as the "**Authorized Persons**"), full and on-the-spot access to any location where this Contract is or was performed, and to all documents and information. The Parties shall also allow access for on-site visits and field or headquarters audits, and any checks, inspections and verifications to be carried out by the Authorized Persons. Parties shall abstain from any obstructive practice, which could hamper such right of the Authorized Persons.

8. The Contractor will immediately and without undue delay inform PIN of any event which interferes or threatens to materially interfere with this Agreement, including suspicion of or actual fraud, corruption, bribery, theft, terrorist financing or other misuse of funds. Such information should be passed in the first instance to [fraud@peopleinneed.cz](mailto:fraud@peopleinneed.cz). All information will be treated with the upmost confidentiality. Information can also be reported directly to the PIN programme team where appropriate; these will be immediately passed on to the above-mentioned e-mail address.
9. The misrepresentation of the Contractor in regard of any of the above-mentioned warranties or the involvement of the Contractor in any of these situations described shall constitute the right of PIN to terminate this Agreement immediately as in case of a substantial breach of this Agreement. In case of such termination PIN shall have the right for reimbursement of damages.
10. The Contractor shall respect social rights and provide its employees with proper working conditions. The Contractor shall not engage in the employment of children. The breach of these obligations shall be considered as a substantial breach of this Contract. Where possible, the Parties shall also consider environment and avoid contractors and sub-contractors of any connection with a party to a conflict, involvement in the supply of transport of illicit arms and/or land-mines, or involvement in the unethical exploitation of natural resources. PIN may conduct on-site visits or use equivalent methods to ensure compliance of the Contractor with this principle.
11. The Contractor will immediately and without undue delay inform PIN of any event which interferes or threatens to materially interfere with this Contract, including suspicion of or actual fraud, corruption, bribery, theft, terrorist financing or other misuse of funds. Such information should be passed in the first instance to [fraud@peopleinneed.cz](mailto:fraud@peopleinneed.cz). All information will be treated with the upmost confidentiality. Information can also be reported directly to the PIN programme team where appropriate; these will be immediately passed on to the above-mentioned e-mail address.
12. The Contractor hereby declares and warrants that the Contractor rejects corrupt, fraudulent, collusive and/or coercive practices and that neither the Contractor, any of its staff or associates:
  - (a) have been bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations,
  - (b) have been convicted of an offence or a crime concerning their professional conduct by a judgment which has the force of res judicata,
  - (c) have engaged in corrupt, fraudulent, collusive and/or coercive practices.
  - (d) have engaged in trafficking in persons and supported (directly or indirectly) terrorism, including financing of terrorism, or transactions with persons connected with terrorism.

13. If PIN becomes aware of any of the above-mentioned, PIN will immediately inform the donor in writing.

## **XII. TERMINATION, SANCTIONS, FORCE MAJEURE**

1. In case the Contractor is behind the Timeframe with Delivery (**Annex B**) for more than one (1) week, PIN is entitled to the contractual penalty amounting to 0,5% of the Remuneration per day of such delay for a maximum of 20 days. The maximum contractual penalty in this case shall not exceed 10% of the Remuneration, i.e. the amount of **INSERT**.
2. In case the Contractor is behind the Timeframe with the start of the Pilot Phase (**Annex B**) for more than two (2) weeks, PIN is entitled to the contractual penalty amounting to 0,5% of the Remuneration per day of such delay for a maximum of 20 days. The maximum contractual penalty shall not exceed 10% of the Remuneration, i.e. the amount of **INSERT**.
3. In case the Contractor is delayed either according to par. 1 or according to par. 2 of this Article XII. for more than twenty (20) days and the contractual penalty limit of 10% of the Remuneration is reached, PIN is entitled to withdraw from this Contract. The right of PIN to the payment of the contractual penalty by the Contractor survives the withdrawal of PIN from the Contract.
4. In addition to the contractual penalty, the Contractor is obliged to pay to PIN reimbursement of damages caused by the delay in the Timeframe and the contractual penalty. The Contractor shall be liable to PIN for any damages which may arise out of the delays.
5. An extension of **four (4) weeks** may be provided beyond each of the obligations specified in the Timeframe in case of *force major*, under the condition that no extra costs will be charged to PIN.
6. PIN is authorized to withdraw from this Contract due to substantial breach of the Contract; the substantial breach shall restrict to the following:
  - (a) if the Contractor is in delay behind the Timeframe for a period of twenty (20) days (par. 3 of this Article),
  - (b) if the Contractor has not fulfilled its obligation to follow the technical norms or any other legal prescriptions required for flawless operation of the Work;
  - (c) if the quality of the Machinery is in breach with the requirements in **Annex A** and **Annex C**, i.e.
    - (i) the final product quality does not comply with a minimum of 75% prescribed parameters for consecutive period of four (4) days during the Pilot Phase;
    - (ii) the product quality fails to qualify as per prescribed certification process as per scope of work;

(iii) a serious HSE (Health, Safety and Environmental) accident occurs from side of Contractor during the execution and Pilot Phase;

(iv) it will not be possible to ensure PET production with a maximum 25% error rate of daily production.

7. PIN is entitled to withdraw from the Contract in case that

- (a) the Contractor provided untrue information in the Tender Notice and this fact had an impact on the final decision on the winner of the Tender;
- (b) the Contractor is not able to ensure basic professional and qualification prerequisites for the Tender and this Contract;
- (c) it is obvious that the work to be carried out according to this Contract will not be completed in time or carried out properly and the Contractor does not remedy the situation in reasonable time,
- (d) in case of *force majeure* (such as civil disorder, military action, or any similar cause beyond the control of any contractual party) which makes impossible the performance of this Contract or would cause a substantial delay in performance of this Contract,

8. In case PIN withdraws from the Contract due to the reasons specified under par. 6 and under par. 7 (a), (b), (c); the Contractor is obliged to return the paid part of the Remuneration in full. In the event of termination of this Contract by PIN under par. 7, Letter (d) of this Article, PIN shall pay to the Contractor only the amount for works satisfactorily completed by the Contractor as confirmed by PIN or by another person designated by PIN for supervision as confirmed by PIN or by another person designated by PIN for supervision and furthermore, PIN shall pay reasonably expended costs not included in such paid amount. If the instalments of the price already paid by PIN exceed the amount to which the Contractor is entitled under this Article, the Contractor is obliged to return to PIN the amount which was paid in excess.

9. The withdrawal is effective upon delivery of the written notice to the other party. In case PIN withdraws from the Contract, it is entitled to a refund of the paid part of the Remuneration, costs of financing the work, dismantling of the Machinery, cleaning of the Recycling Plant and return of the Machinery to the Contractor.

10. The party not in breach shall not be deprived of its rights for the compensation of damages.

11. Payment of the contractual penalty does not release the Contractor from fulfilment of its obligations secured by the contractual penalty. Payment of the contractual penalty by the Contractor does not affect the right of PIN to full compensation of damages. PIN shall always have the right for reimbursement of damages except in the case of termination of the Contract due to the force majeure. Furthermore, the Contractor undertakes to reimburse PIN all reasonable costs associated with its withdrawal from the Contract, shall the case be.

### XIII. IPR

1. Taken into consideration that the work, including all the activities related hereto, are sponsored by USAID, PIN carries certain obligations as specified by the Donor. The Parties hereto agree, that unless agreed otherwise in writing, ownership of the results of the Contract (copyright) and relevant industrial and intellectual property rights, including but not limited to, any reports, drawings, plans, documents or software associated to it (hereinafter referred to as the "**Materials**"), shall be vested in PIN. The Contractor undertakes to ensure that PIN has all the rights to use any pre-existing industrial and intellectual property rights during and after the Contract performance as it sees fit.
2. The Contractor warrants that development and delivery of the Materials does not breach any intellectual property of third parties. The Contractor furthermore warrants that it is not aware that PIN's use of the Materials for purposes of this Contract will infringe the rights of any third party and is not aware of any third party claims or complaints about the use of the Materials. The Contractor is liable for any damages incurred to PIN in relation hereto.
3. Grant of License: The parties hereto are aware of the fact, that some activities related to the work under this Contract may fulfil the definition of a copyright product pursuant to the Czech Civic Code (Act 89/2012 Coll., as subsequently amended) and Copyright Act (Act 121/2000 Coll., as subsequently amended). Therefore, a payment for any licensing related to the Materials, as the case may be, is already included in the Remuneration. For avoidance of any doubt, the Contractor grants PIN a non-exclusive worldwide license to use all work done during this assignment, by all means of usage, without any quantity, territorial or time restrictions (hereinafter referred to as the "**License**"). PIN is furthermore entitled to grant a sublicense to a third party in the same extend as the License was granted by the Contractor to PIN (the "**Sublicence**").
4. PIN is entitled to modify the Materials or any portion of them, and copy and distribute the modified Materials as it sees fit. PIN is furthermore entitled to assign the Materials, or their part, and to offer them to other NGOs and third parties.

### XIV. CONTACT PERSONS

1. Unless the parties agree otherwise the contact persons shall be:  
For PIN: **INSERT** / Phone **INSERT** / E-mail: **INSERT**  
For the Contractor: **INSERT** / Phone **INSERT** / E-mail: **INSERT**
2. Any action required or permitted to be taken by one contractual party and any documents required or permitted to be executed by one contractual party in any matter relating hereto shall be taken or executed by the contact person of that contractual party stated in this Article or such other person or persons on behalf of that contractual party as that contractual party shall designate or nominate in writing.

## **XV. PRIVACY NOTICE**

1. The Contractor is aware that his/her personal data or the personal data of its representatives provided in this Agreement will be stored in PIN internal systems for the purpose of the provision of the Services under this contract, and for the period of the Agreement duration and further for the period required by the donor funding the project, or by the legislation binding for PIN. Other information relating to the processing of these data by PIN are provided on PIN website: <https://www.clovekvtisni.cz/en/personal-data-protection-policy-1s>.

## **XVI. FINAL PROVISIONS**

1. No amendment or modification of this Contract shall have any force or effect unless it is in writing and signed by an authorized representative of the contractual parties.
2. This Agreement and all legal relations arising out of it, including disputes, shall be governed exclusively by Czech law, especially by the relevant provisions of the Civil Code, as amended.
3. Any dispute arising out of the performance of this Agreement shall be decided by the courts of the Czech Republic. Unless provided otherwise by Czech law the local court authorized to decide on such dispute shall be the court in the territory of which PIN has its registered seat.
4. By entering into this Agreement, the Parties acknowledge and understand that the donor cannot under any circumstances or for any reason whatsoever be held liable for damage or injury caused or sustained by the staff or property of the Parties or their subcontractors while the Agreement is being performed or as a consequence of the Agreement.
5. The Agreement and its details or any information related to PIN activities, contracting parties or beneficiaries shall be kept confidential and shall not be disclosed to others, without prior consent of PIN. The obligation under this article shall survive the expiration or termination of this Agreement.
6. Should any provision of this Agreement be invalid, void or unenforceable, then such provision shall not invalidate, render void or make unenforceable the entire Agreement. In such case, the contracting parties shall substitute such invalid, void or unenforceable provision by another provision, which will, by its content and purpose, as nearly as possible have the content and achieve the purpose of the invalid, void and/or unenforceable provision.
7. This Agreement contains the entire agreement of the parties related to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, between the parties not

included herein shall be of any force or effect. This Agreement may be supplemented, amended or modified only by writing executed on behalf of both parties.

8. The Agreement is concluded in three original copies, with PIN receiving two and Contractor receiving one version. In case the Agreement is in two languages, the English language always prevails.
9. Both parties hereby confirm that they have read this Agreement and with their signatures they confirm that they agree with its contents.
10. The following Annexes create an inseparable part of this Contract:

**Annex A:** Contractor’s Tender Offer

**Annex B:** Timeframe

**Annex C:** Post-Warranty Service Agreement

**Annex D:** Minimum stipulated standards for RPET Food Grade Granules:

**Annex E:** The list of SVHCs list of chemicals to be analysed at an International Laboratory

**Annex F:** USAID mandatory provisions

In <b>INSERT</b> , on <b>INSERT</b>	In <b>INSERT</b> , on <b>INSERT</b>
For PIN:	For the Contractor:
   <hr/> Name: <b>INSERT</b> Position: <b>INSERT</b>	   <hr/> Name: <b>INSERT</b> Position: <b>INSERT</b>

**ANNEX A: Contractor's Tender Offer**

SL. NO	Item Description	Unit Cost	Taxes	Final Price Including Taxes
1.	<p>Supply, Shipment including Transit Insurance Installation, Commissioning, Piloting Trial Runs, On-Job Training for Staff, conducting laboratory analysis through third party International laboratory (certified for SO/IEC 17025 and are part of International Laboratory Accreditation (ILAC) for chemical parameters of RPET, Issue of Commissioning Certificate and one-year warranty period for Integrated Post Consumer PET recycling Unit with a capacity of 850 kg/hour and consisting of</p> <ol style="list-style-type: none"> <li>1. Pet bottles Shredding, Cleaning and Flakes formation Unit comprising of following units*: <ul style="list-style-type: none"> <li>• Belt Conveyer; Wet Crusher; Friction Screw; Floating Tank; Hot Washer; Second Floating Tank; Discharge Auger; Friction Washer; Vertical Dryer; Hot Air Dryer; Label Separator; Finished Product Silo; Electrical Panel with Operation Software</li> </ul> </li> <li>2. Vacuum based Plastic Extruder cum Pellet Formation unit comprising of following*: Suction Transport System; Metal Separator; Vacuum Based Extruder unit with Process stabilization Control; Vacuum Pump</li> </ol>			

	Station with self-Cleaning Filter; Back Wash Filter; Automatic Strand Pelletizer with inbuilt Die; Pellet Dewatering system <ul style="list-style-type: none"> <li>• Water Pump Station; Pellet drying Centrifuge &amp; transportation system; Electrical Panel with Operation Software; Nitrogen Gas plant for purging).</li> </ul>			
2	Supply of the following:			
2.1	Knives of Shredding Unit			
2.2	Hydraulic Oil			
2.3	Equipment Overhauling			
2.4	Annual Maintenance of Entire Recycling Unit			

\*The unit mentioned are for understanding purpose only. Suppliers are free to amend this list and submit their quotations, with a condition that output product shall meet stipulated standards as per Annex-E.

The Contractor may quote for items starting from Item 2 onwards for post warranty period, which may start post 12 months of hand-over period. The Contractor is also free to add the list of spares beyond 2.4 requiring frequent replacement as per the equipment and process designed offered as part of quote.

## Annex B: Contract Implementation Timeframe

Step No	Project Activity	Timeframe
1	<b>Design:</b> Submission of Design of Machinery with detailed Drawings and Specifications	Within 2 weeks of Signing of Contract Agreement by the Contractor
2	Intimation on Factory Visit for Supply Progress by PIN Team (Voluntary)	Within 60 days of Signing of Contract Agreement by The Contractor
3	Intimation upon Final Consignment Dispatch	Within 120 days of Signing of Contract Agreement by The Contractor
4	<b>Delivery:</b> Receiving, Unloading, Unpackaging of Machinery	Within 140 days of Signing of Contract Agreement by The Contractor
5	<b>Installation:</b> Fixing, Assembly, Installation and Configuration of the Machinery (i.e. entire recycling unit)	Within 150 days of Signing of Contract Agreement by The Contractor
6	<b>Pilot Phase:</b> Start of the Pilot Phase -Trial Runs of Recycling Unit & Onsite Training for Staff	Within 157 days of Signing of Contract Agreement by The Contractor
7	<b>Pilot Phase:</b> Completion of Pilot Phase and Submission of RPET laboratory Analysis Report.	Within 164 days of Signing of Contract Agreement by The Contractor
8	<b>Commissioning:</b> Preparation and Submission of Project Commissioning Report to PIN	Within 170 days of Signing of Contract Agreement by The Contractor
9	<b>Commissioning:</b> Review of Submission of the Commissioning Report by PIN authorized Person/Team & Approval	Within 180 days of Signing of Contract Agreement by The Contractor
10	<b>Handover:</b> Official Handover of the Project Facility to PIN and the Company	Within 185 days of Signing of Contract Agreement by The Contractor

## ANNEX C: Post-Warranty Service Agreement

1. This Post-Warranty Service Agreement (“**Agreement**”) is between the customer (“**Customer**”) identified in the Quotation (as defined below) incorporated herein and XXX, identified as supplier. (“**XXX**”). By submitting a purchase order for post-warranty services including support, repair or maintenance (“**Services**”), as applicable, Customer agrees to the following terms and conditions.

### 2. Definitions:

- “**Contract Period**” shall mean the time period of coverage for the applicable Services as set forth for each Product(s) on the Quotation.
- “**Machinery Upgrades**” shall mean an enhancement to improve Product performance, safety, or functionality that may be subject to additional fees.
- “**Order**” shall mean any transactional document or purchase order under which Customer may like to purchase as Service Package for identified machinery part or unit operation of recycling line. All Orders are subject to the terms and conditions in this Agreement.
- “**Preventative Maintenance**” means the scheduled standard maintenance inspections provided on a Product. “**Products**” shall collectively refer to and include the following:
- “**Consumables**” which include disposable materials and other Products which may be used in conjunction with equipment;
- “**Equipment**” means the parts of machinery of unit operation of processing line, spares, consumables, or other instruments provided and/or manufactured by XXX and all associated parts contained in the recycling line therein;
- “**Reagents**” means liquid materials in its application state which may be used in conjunction with equipments; and “**consumables**” means small components of recycling line requiring replacement after a certain period of usage defined in hours as defined by the XXX, in whatever form or format, the XXX designates to provide.
- “**Quotation**” shall mean the proposal for Services issued by XXX to Customer, which sets forth pricing, Service Package selections and applicable Contract Periods for each Product which incorporates these Services Terms and Conditions.
- “**Service Request**” shall mean a customer-initiated request for assistance to XXX technical support using established methods of communication including; email, phone, or web-based notification.

- **“Service Package”** shall mean the complete service offering set forth in the Quotation, a current description of which is set forth in Schedule A as attached hereto. Service Packages may be subject to change or customization, at XXX’s sole discretion.
- **“User Maintenance”** shall mean and include all standard and routine operator maintenance required to be performed by Customer as set forth in the applicable XXX user manual provided with or made available for each Product.

3. Technical and Off--site Support from XXX will provide Services Monday through Friday, excluding XXX observed holidays, during normal working hours of X:00 am to X:00 pm local time. Subject to the availability of personnel, after-hours support is available upon request at an additional charge. Customer acknowledges that the Products may not be available for use during Preventative Maintenance and service visits. Preventative Maintenance will be scheduled upon request by Customer. XXX, at its option, will perform Services at either the Customer’s facility or the nearest XXX authorized service center or facility. While every effort will be made to render Services promptly, XXX does not make any guaranty regarding specific response times to a Service Request, or Product up time minimums, all of which may be available for purchase under separate contract.

4. Additional Services which are not otherwise included in a specific Service Package are available for purchase under separate contract.

5. **Eligibility:** In the event that there has been a gap of XXX service coverage for any Product for a period greater than thirty (30) days, such Product may be subject to inspection, certification, and up-front Preventative Maintenance, at Customer’s expense, to ensure that such Product meets XXX standards for maintenance and support. XXX, at its sole discretion, shall determine Product eligibility for service.

6. **Customer Responsibilities:** During the Contract Period, Customer shall:

- (a) Ensure that the Product is operated at all times by users who have received Product training in accordance with the applicable XXX User Manual.
- (b) Perform all required User Maintenance and schedule annual Preventative Maintenance visits with XXX.
- (c) Notify XXX immediately through XXX established methods of communication of any Product malfunction and provide a full description of the issue.
- (d) Provide XXX with notice of its intent to move a Product.
- (e) Grant XXX authorized staff a physical access/remote access to provide support.

(f) Maintain and update equipment IoT functions with inputs provided by XXX as damages resulting from IoT based inputs may be excluded from this Agreement.

**7. Service Visit Requirements:** Prior to XXX performing any Services, Customer shall use its best efforts to:

a) Provide XXX full and free access to the equipment/unit operations of processing line requiring Services at the time(s) scheduled.

(b) Promptly notify XXX of any hazardous or dangerous environments and instruct and assist XXX in preventing further deterioration of equipment/unit operation of recycling line.

(c) Ensure that any third-party auxiliary equipment which is affixed to or positioned near the Product is removed or adequately protected.

(d) Implement safeguards to protect all equipment, IoT input devices, programs, data and other removable equipment and auxiliary units. XXX shall not be responsible for any accidental damage in the event Customer fails to remove or protect such auxiliary equipment.

(e) Ensure an authorized Customer representative is available to sign XXX applicable documentation upon Services completion.

**8. Pricing:**

(a) **Fees.** All Service fees, as set forth on the Quotation, shall remain firm for the duration of the Contract Period. Fees shall be invoiced for additional Services as required.

(b) **Payment:** Payment is due net thirty (30) days from Customer's receipt of invoice. XXX may charge X percent one and one-half percent (1.5%) or the highest rate allowed by law, whichever is lower, on overdue accounts. If Customer fails to make any payments when due, XXX shall be entitled to

(i) suspension of all Services not fully paid for by Customer and

(ii) reimbursement of any out-of-pocket expenses incurred by XXX in collecting any payments due, including any attorneys' fees and collections fees.

(c) **Taxes:** All Service fees are exclusive of any applicable, sales tax, goods and services taxes, value added tax, or any similar taxes or other charges. Customer is responsible for all taxes, duties, fees and expenses imposed by federal, state or local governmental entities, applicable to the Services furnished hereunder or in lieu thereof, Customer shall provide XXX with a tax exemption certificate acceptable to and considered valid by the applicable taxing authorities.

**9. Termination:**

(a) **For Material Breach:** Termination of this Agreement by either party will be permitted in the event of a Material Breach that if possible, to cure, remains uncured sixty (60) days after written notice by the non-breaching party to the alleged breaching party. A “Material Breach” is defined as

(a) the failure of a party to fully comply with its obligations under this Agreement;

(b) the making of assignment for the benefit of creditors by a party;

(c) the institution of bankruptcy, reorganization, liquidation or receivership proceedings by or against a party; and

(d) insolvency of a party.

(c) **Beyond Repair:** In the event that XXX determines that the cost to repair a Product exceeds its fair market value, XXX has the sole right to terminate this Agreement. In such instance, XXX may refund the remaining pro-rated amount of the fees already paid by Customer during the applicable Contract Period.

10. **Standard of Service:** XXX represents and warrants that the Services provided under this Agreement will be performed in a workman like and professional manner with reasonable skill, care and diligence, all in accordance with standard industry practices and in compliance with all applicable laws. All Services shall be provided by an authorized XXX representative subject to the fees set forth under the applicable Quotation. Services, including repair parts, shall be warranted for a period of ninety (90) days or the balance of the Contract Period, whichever is longer. Customer’s sole remedy for breach of warranty shall be a reperformance of the Services. XXX does not warrant that the Services will render a Product to be error free or that continued use and operation of the Product will be uninterrupted. The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, express, implied, or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

11. **Exclusions:** Service support shall not apply to any defect or performance deficiency on a Product (including failure to conform to Product descriptions or specifications) or damage thereto which results, in whole or in part, from:

(1) neglect, abuse, misapplication, accident, improper storage or handling of the Product by Customer, its employees, agents, or contractors;

(2) failure of Customer to prepare or maintain the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of XXX;

3) adverse power conditions or environmental conditions such as erratic power, voltage spikes, RF or magnetic interference, HVAC failure or sprinkler system failure, lightening, static electricity, fire, storm, vandalism, Civil war, Pandemic conditions, Acts of Terrorism, Worker’s strike, water damage, or other casualty beyond the control of XXX or its representatives, acts of God, of damages ordinarily covered by insurance;

(4) absence of any Product, component, or accessory recommended by XXX but omitted or removed at Customer's direction;

(5) any misuse, alteration or damage to the Product by persons other than XXX;

(6) the combination, operation, or use of Products with hardware, software, and/or consumables not supplied or authorized in writing by XXX;

(7) improper or extraordinary use of the Product, improper maintenance of the Product, failure to maintain the Product or failure to comply with any applicable instructions or user manuals provided by XXX;

(8) any servicing performed, repairs attempted, or Product relocation by personnel not authorized in writing by XXX; (9) any modification, alteration, or variation to Product to comply with Post-Warranty Services Terms & Conditions Page 2 of 2 the requirements or regulations of any governmental body or agency;

(10) any change to equipment upgradation/design change/operating system including the third-party original equipment manufacturers' discontinuance of support of the equipment/software/consumables. Customer is responsible for expenses associated with changes to the equipment upgradation/design change/operating system, Equipment/Consumables modifications and/or additional consumables/equipment costs and technical support fees associated with implementing a superseding equipment/consumable/process. In the event that Customer elects to continue using an unsupported OS, Customer shall do so at its own risk and expense, and XXX shall have no obligation to support Product failures proximately resulting from the equipment/consumable/process.

**12. Product Improvements:** XXX, at its sole discretion, may issue, routinely without schedule or commitment, consumables/equipment /process/IoT Updates. Certain consumables/equipment /process/IoT Updates may require Customer to purchase additional equipment or hardware, about which the XXX shall advise customer well in advance, prior to its release as applicable to designated recycling line.

**13. Replacement Parts:** XXX, at its sole discretion, will determine if replacement parts are required and reserves the right to use refurbished material or parts for repairs of Product under this Agreement. Warranty of refurbished parts is not limited compared to new parts. Labor to install any replacement parts is included as part of the Service Package. All parts which become subject to removal and replacement shall become the property of XXX. Consumables and Reagents are not eligible for replacement under this Agreement.

**14. Limitation of Liability:** EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL XXX BE LIABLE TO CUSTOMER OR ANY LOST REVENUES, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSS, DOWNTIME OR UNAVAILABILITY OF A PRODUCT AS A RESULT OF A MALFUNCTION, MAINTENANCE OR REPAIR, OR PROPERTY DAMAGE INCURRED BY THE OTHER PARTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF XXX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT OF LIABILITY, XXX'S MAXIMUM

LIABILITY HEREUNDER WILL NOT EXCEED THE PRICE OF THE GOODS OR SERVICES FURNISHED BY XXX GIVING RISE TO THE CLAIM. XXX's rights and remedies in these terms are in addition to, and not in lieu of, any other rights or remedies XXX may have at law or in equity.

15. Remedies Without limiting its remedies under existing law, XXX may, in the event of a Material Breach by Customer, and in its sole discretion, pursue any or all of the following remedies:

(a) suspend or cancel its performance hereunder, including any pending Services;

(b) declare all unpaid balances, payments and expenses due or to become due hereunder immediately due and owing (c) terminate this Agreement without additional liability or obligation to Customer;

(d) seek any other cumulative remedies at law or in equity or (e) exercise any all rights and remedies available to a secured creditor under the Uniform Commercial Code. The foregoing remedies are cumulative, and may be exercised by XXX, in whole or in part, at XXX's sole discretion. The substantially prevailing party shall be entitled to its attorneys' fees, costs, and expenses (including expert expenses) in connection with any claims, causes of action or litigation.

16. **Compliance:** Customer shall comply with the terms of the applicable local Environmental Occupational Safety and Health compliances and any other statutory regulations, including applicable privacy regulations governing the use of the Instrument(s). Neither party to this Agreement shall engage in any activity prohibited by anti- kickback, anti-self-referral, or any other federal, state or local law or regulation which relate to health care and/or the performance of services under this Agreement, as those regulations now exist or as subsequently amended, renumbered or revised.

17. **Governing Law:** This Agreement is governed by and construed in accordance with the Czech Civil code law, without regard to conflicts of laws provisions. The parties' consent to the sole and exclusive venue and jurisdiction of the federal and state courts situated in or having jurisdiction over the Czech Republic, at XXX option. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any action by Customer for loss or damage arising from or related to the goods and/or services must be commenced within the earlier of one (1) year from the date of delivery or occurrence of the event, or such claim will be forever barred. If XXX substantially prevails in any legal dispute, Customer shall pay all reasonable costs incurred by XXX, including but not limited to collection costs, attorneys' fees and costs of legal action.

18. **Force Majeure:** Except as expressly stated in this Agreement, neither party shall be liable for any failure to perform hereunder (other than the payment of sums due and owing) due to labor strikes, lockouts, fires, floods, water damage, riots, Acts of Terrorism, Civil War, Local Pandemic Condition, government acts or orders, interruption of transportation, inability to obtain material upon reasonable prices or terms, or any other causes beyond its control.

19. **Severability:** Waiver In the event that any one or more provisions contained herein (other than the provisions obligating Customer to pay XXX for the Services) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable

in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. A party's failure to enforce, or waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

20. **Notices:** Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received three days after being sent via registered mail with return receipt requested, by overnight mail, by courier, by first-class mail, postage prepaid, or via email (with evidence of receipt required) at the addresses specified herein for the respective parties or at such other address as either party may from time to time designate to the other in writing.

21. **Assignment:** This Agreement may not be assigned by either party without the prior written consent of the other party, whose consent shall not be unreasonably withheld. Notwithstanding any provision of this Agreement to the contrary, either party shall have the right to assign or otherwise transfer its interest under this Agreement, without consent of the other party, to any of its affiliated entities or to any entity to which a party may sell, transfer, convey, assign or lease substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement without the express written consent of the other party will be invalid.

22. **Independent Contractor:** XXX is performing the Services as an independent contractor and not as an employee of Customer and none of XXX's personnel shall be entitled to receive any compensation, benefits or other incidents of employment from Customer. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between Customer and XXX, nor shall anything in this Agreement be deemed to constitute XXX or Customer the agent of the other. Neither XXX nor Customer shall be or become liable or bound by any representation, act or omission whatsoever of the other.

23. **Confidentiality:** This Agreement, an Order and any material transmitted herewith may contain information confidential or proprietary to either party, its subsidiaries or affiliates ("Confidential Information") and such information is not to be used by the receiving party other than the purpose for which it was transmitted by the disclosing party. Each party shall (i) hold such information in strictest confidence and not disclose such information to third parties without prior, written consent of the disclosing party and (ii) not collect, access, retain use or share the Confidential Information other than for performance of the Services under this Agreement

**ANNEX D: Minimum stipulated standards for RPET Food Grade Granules:**

The granules produced shall comply with the following requirements for daily production:

<b>SL. No</b>	<b>Parameters</b>	<b>Value</b>
1	Moisture	Less than 2% with + 0.3%/Hour
2	PVC Content	Less than 200 parts per million
3	Bulk Density	250 – 750 kg/m <sup>3</sup> with variation of 150 kg (m <sup>3</sup> /h)
4	Metal Content	Less than 500 parts per million
5	Plastics Other than PET (Multi-layered/Polyamides/Cellulose)	Less than 750 ppm (including all type of plastics)
6	Material Temperature	5 – 40 Degree Centigrade
7	Flakes Thickness	50 – 1200 Micro meter
8	Intrinsic Viscosity	0.65 – 1.2 dL/G Minimum
9	Flakes Size	1-15 milli meter
10	Wood/Paper Content	Less than 100 parts per Million
11	Glue Content	Less than 100 parts per Million

The above product shall be certified for approval in food grade applications as duly certified for US FDA standard/ European Food Safety Supply Standard or any other similar international standard with technical parities. This entire cost shall be borne by the supplier. PIN shall extend its support to extent possible to the Contractor to enable him to achieve this certification.

A. Test for Substances of Very High Concern (SVHCs) as stipulated by EU REACH REGULATION NO 1907/2006 Article No 33 (I) -OBLIGATION TO PROVIDE INFORMATION OF SAFE USE ( [https://echa.europa.eu/documents/10162/13642/data\\_candidate\\_list\\_substances\\_in\\_articles\\_en.pdf/d48a58e4-0d67-4c54-86a5-0b15877a8c93](https://echa.europa.eu/documents/10162/13642/data_candidate_list_substances_in_articles_en.pdf/d48a58e4-0d67-4c54-86a5-0b15877a8c93)). The list of all SVHCs is provided in Annex-F. The

B. Migration Test as per Regulation EU 10/2011 and its Amendment Regulation (EU) 2016/1416 ON Food Contact Plastics. These tests shall be conducted for the following Parameters:

- Migration test on Acrylo Nitrile
- Overall Migration
- Specific Migration of Heavy Metals
- Specific Migration Mono-Ethylene Glycol & Di-Ethylene Glycol
- Specific Migration of Formaldehyde
- Specific Migration of Acetaldehyde
- Specific Migration of Melamine
- Specific Migration of Phthalates
- Specific Migration of Primary Aromatic Amines
- Specific Migration of Iso-Phthalic Acid
- Specific Migration of Tere-Pthalic Acid
- Food Safety Test as Per US FDA 21CFR 177.1630 for PET

The details of these tests are provided in Annex-G of this document.

## ANNEX E: The list of SVHCs list of chemicals to be analysed at an International Laboratory

The list of SVHCs list of chemicals to be analysed at an International Laboratory is provided below

Sr. No.	Chemical Substances	EC No.	CAS No.
1	[4-[4,4'-bis(dimethylamino) benzhydrylidene]cyclohexa-2,5-dien-1-ylidene]dimethylammonium chloride (C.I. Basic Violet 3) [with $\geq$ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)]	208-953-6	548-62-9
2	1,3,5-tris[(2S and 2R)-2,3-epoxypropyl] -1,3,5-triazine-2,4,6-(1H,3H,5H)-trione ( $\beta$ -TGIC)	423-400-0	59653-74-6
3	1,2-bis(2-methoxyethoxy)ethane (TEGDME; triglyme)	203-977-3	112-49-2
4	4,4'-bis(dimethylamino)-4''-(methylamino)trityl alcohol [with $\geq$ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)]	209-218-2	561-41-1
5	Lead (II) bis(methanesulfonate) $\Delta$	401-750-5	17570-76-2
6	1,2-dimethoxyethane; ethylene glycoldimethyl ether (EGDME)	203-794-9	110-71-4
7	Diboron trioxide $\Delta$	215-125-8	1303-86-2
8	$\alpha,\alpha$ -Bis[4-(dimethylamino)phenyl]-4 (phenylamino) naphthalene-1-methanol (C.I. Solvent Blue 4) [with $\geq$ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)]	229-851-8	6786-83-0
9	1,3,5-Tris(oxiran-2-ylmethyl)-1,3,5-triazinane-2,4,6-trione (TGIC)	219-514-3	2451-62-9
10	4,4'-bis(dimethylamino)benzophenone (Michler's ketone)	202-027-5	90-94-8
11	N,N,N',N'-tetramethyl-4,4'-methylenedianiline (Michler's base)	202-959-2	101-61-1
12	[4-[[4-anilino-1-naphthyl][4-(dimethylamino) phenyl]methylene] cyclohexa-2,5-dien-1-ylidene] dimethylammonium chloride (C.I. Basic Blue 26) [with $\geq$ 0.1% of Michler's ketone (EC No. 202-027-5) or Michler's base (EC No. 202-959-2)]	219-943-6	2580-56-5
13	Formamide	200-842-0	75-12-7
14	4-(1,1,3,3-tetramethylbutyl) phenol	205-426-2	140-66-9
15	N, N-dimethylacetamide	204-826-4	127-19-5

Sr. No.	Chemical Substances	EC No.	CAS No.
16	Phenolphthalein	201-004-7	77-09-8
17	Lead diazide, Lead azide $\Delta$	236-542-1	13424-46-9
18	Lead dipicrate $\Delta$	229-335-2	6477-64-1
19	Calcium arsenate $\Delta$	231-904-5	7778-44-1
20	1,2-dichloroethane	203-458-1	107-06-2
21	Dichromium tris(chromate) $\Delta$	246-356-2	24613-89-6
22	2-Methoxyaniline; o-Anisidine	201-963-1	90-04-0
23	Pentazinc chromate octahydroxide $\Delta$	256-418-0	49663-84-5
24	Arsenic acid $\Delta$	231-901-9	7778-39-4
25	Potassium Hydroxyoctaoxodizincatedichromate $\Delta$	234-329-8	11103-86-9
26	Formaldehyde, oligomeric reaction products with aniline	500-036-1	25214-70-4
27	Lead styphnate $\Delta$	239-290-0	15245-44-0
28	Trilead diarsenate $\Delta$	222-979-5	3687-31-8
29	Zirconia Aluminosilicate Refractory Ceramic Fibres are fibres covered by index number 650-017-00-8 in Annex VI, part 3, table 3.1 of Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures, and fulfil the three following conditions: a) oxides of aluminium, silicon and zirconium are the main components present (in the fibres) within variable concentration ranges b) fibres have a length weighted geometric mean diameter less two standard geometric errors of 6 or less micrometres ( $\mu\text{m}$ ). c) alkaline oxide and alkali earth oxide (Na <sub>2</sub> O+K <sub>2</sub> O+CaO+MgO+BaO) content less or equal to 18% by weight $\Delta$	--	--

Sr. No.	Chemical Substances	EC No.	CAS No.
30	Aluminosilicate Refractory Ceramic Fibres are fibres covered by index number 650-017-00-8 in Annex VI, part 3, table 3.1 of Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures, and fulfil the three following conditions: a) oxides of aluminium and silicon are the main components present (in the fibres) within variable concentration ranges b) fibres have a length weighted geometric mean diameter less two standard geometric errors of 6 or less micrometres (µm) c) alkaline oxide and alkali earth oxide (Na <sub>2</sub> O+K <sub>2</sub> O+CaO+MgO+BaO) content less or equal to 18% by weightΔ	--	--
31	Bis(2-methoxyethyl) phthalate	204-212-6	117-82-8
32	Bis(2-methoxyethyl) ether	203-924-4	111-96-6
33	2,2'-dichloro-4,4'-methylenedianiline	202-918-9	101-14-4
34	Cobalt dichlorideΔ	231-589-4	7646-79-9
35	1,2-Benzenedicarboxylic acid, di-C6-8- branched alkyl esters, C7-rich	276-158-1	71888-89-6
36	Strontium chromateΔ	232-142-6	7789-06-2
37	1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters	271-084-6	68515-42-4
38	1-Methyl-2-pyrrolidone	212-828-1	872-50-4
39	1,2,3-Trichloropropane	202-486-1	96-18-4
40	2-Ethoxyethyl acetate	203-839-2	111-15-9
41	Hydrazine	206-114-9	302-01-2, 7803-57-8
42	Cobalt(II) diacetateΔ	200-755-8	71-48-7
43	Cobalt(II) sulphateΔ	233-334-2	10124-43-3
44	2-Ethoxyethanol	203-804-1	110-80-5
45	2-Methoxyethanol	203-713-7	109-86-4
46	Chromium trioxideΔ	215-607-8	1333-82-0
47	Acids generated from chromium trioxide and their oligomers. Group containing: Chromic acid, Dichromic acid, Dichromic acid, Oligomers of chromic acid and dichromic acidΔ	231-801-5, 236-881-5	7738-94-5, 13530-68-2

Sr. No.	Chemical Substances	EC No.	CAS No.
48	Cobalt (II) carbonate $\Delta$	208-169-4	513-79-1
49	Cobalt (II) dinitrate $\Delta$	233-402-1	10141-05-6
50	Trichloroethylene	201-167-4	79-01-6
51	Potassium dichromate $\Delta$	231-906-6	7778-50-9
52	Tetraboron disodium heptaoxide, Hydrate $\Delta$	235-541-3	12267-73-1
53	Ammonium dichromate $\Delta$	232-143-1	7789-09-5
54	Boric acid $\Delta$	233-139-2, 234-343-4	10043-35-3, 11113-50-1
55	Sodium chromate $\Delta$	231-889-5	7775-11-3
56	Disodium tetraborate, anhydrous $\Delta$	215-540-4	1303-96-4, 1330-43-4, 12179-04-3
57	Potassium chromate $\Delta$	232-140-5	7789-00-6
58	Acrylamide $\Delta$	201-173-7	79-06-1
59	Lead sulfochromate yellow (C.I. Pigment Yellow 34) $\Delta$	215-693-7	1344-37-2
60	Lead chromate molybdate sulphate red (C.I. Pigment Red 104) $\Delta$	235-759-9	12656-85-8
61	Anthracene oil	292-602-7	90640-80-5
62	2,4-Dinitrotoluene	204-450-0	121-14-2
63	Anthracene oil, anthracene paste, anthracene fraction	295-275-9	91995-15-2
64	Anthracene oil, anthracene-low	292-604-8	90640-82-7
65	Tris(2-chloroethyl) phosphate	204-118-5	115-96-8
66	Di isobutyl phthalate	201-553-2	84-69-5
67	Lead chromate $\Delta$	231-846-0	7758-97-6
68	Anthracene oil, anthracene paste	292-603-2	90640-81-6
69	Pitch, coal tar, high temp.	266-028-2	65996-93-2
70	Anthracene oil, anthracene paste, distn. Lights	295-278-5	91995-17-4
71	Lead hydrogen arsenate $\Delta$	232-064-2	7784-40-9
72	Benzyl butyl phthalate (BBP)	201-622-7	85-68-7
73	Bis (2-ethylhexyl) phthalate (DEHP)	204-211-0	117-81-7
74	5-tert-butyl-2,4,6-trinitro-m-xylene (musk xylene)	201-329-4	81-15-2
75	Bis(tributyltin)oxide (TBTO)	200-268-0	56-35-9
76	Diarsenic trioxide $\Delta$	215-481-4	1327-53-3
77	Sodium dichromate $\Delta$	234-190-3	7789-12-0, 10588-01-9
78	Triethyl arsenate $\Delta$	427-700-2	15606-95-8

Sr. No.	Chemical Substances	EC No.	CAS No.
79	Diarsenic Penta oxide $\Delta$	215-116-9	1303-28-2
80	Dibutyl phthalate (DBP)	201-557-4	84-74-2
81	4,4'- Diaminodiphenylmethane (MDA)	202-974-4	101-77-9
82	Alkanes, C10-13, chloro (Short Chain Chlorinated Paraffins)	287-476-5	85535-84-8
83	Anthracene	204-371-1	120-12-7
84	Hexabromocyclododecane (HBCDD) and all major diastereoisomers identified: Alpha-hexabromocyclododecane Betahexabromocyclododecane Gamma-hexabromocyclododecane	247-148-4 and 221-695-9	25637-99-4, 3194-55-6 (134237-50-6) (134237-51-7) (134237-52-8)
85	Bis(pentabromophenyl) ether (decabromodiphenyl ether; DecaBDE)	214-604-9	1163-19-5
86	Pentacosafuorotridecanoic acid	276-745-2	72629-94-8
87	Tricosafuorododecanoic acid	206-203-2	307-55-1
88	Henicosafuoroundecanoic acid	218-165-4	2058-94-8
89	Heptacosafuorotetradecanoic acid	206-803-4	376-06-7
90	Diazene-1,2-dicarboxamide (C,C'-azodi(formamide))	204-650-8	123-77-3
91	Cyclohexane-1,2-dicarboxylic anhydride [1] cis-cyclohexane-1,2-dicarboxylic anhydride [2] trans-cyclohexane-1,2-dicarboxylic anhydride [3] [The individual cis- [2] and trans- [3] isomer substances and all possible combinations of the cis- and trans-isomers [1] are covered by this entry].	201-604-9, 236-086-3, 238-009-9	85-42-7, 13149-00-3, 14166-21-3
92	Hexahydromethylphthalic anhydride [1], Hexahydro-4-methylphthalic anhydride [2], Hexahydro-1-methylphthalic anhydride [3], Hexahydro-3-methylphthalic anhydride [4] [The individual isomers [2], [3] and [4] (including their cis- and trans- stereo isomeric forms) and all possible combinations of the isomers [1] are covered by this entry]	247-094-1, 243-072-0, 256-356-4, 260-566-1	25550-51-0, 19438-60-9, 48122-14-1, 57110-29-9

Sr. No.	Chemical Substances	EC No.	CAS No.
93	4-Nonylphenol, branched and linear [substances with a linear and/or branched alkyl chain with a carbon number of 9 covalently bound in position 4 to phenol, covering also UVCB- and well-defined substances which include any of the individual isomers or a combination thereof]	-	-
94	4-(1,1,3,3-tetramethylbutyl) phenol, ethoxylated [covering well-defined substances and UVCB substances, polymers and homologues]	-	-
95	Methoxyacetic acid	210-894-6	625-45-6
96	N,N-dimethylformamide	200-679-5	68-12-2
97	Dibutyltin dichloride (DBTC)	211-670-0	683-18-1
98	Lead monoxide (Lead oxide) Δ	215-267-0	683-18-1
99	Orange lead (Lead tetroxide) Δ	215-235-6	1314-41-6
100	Lead bis(tetrafluoroborate) Δ	237-486-0	13814-96-5
101	Trilead bis(carbonate)dihydroxideΔ	215-290-6	1319-46-6
102	Lead titanium trioxideΔ	235-038-9	12060-00-3
103	Lead titanium zirconium oxideΔ	235-727-4	12626-81-2
104	Silicic acid, lead saltΔ	234-363-3	11120-22-2
105	Silicic acid (H <sub>2</sub> SiO <sub>5</sub> ), barium salt (1:1), lead-doped [with lead (Pb) content above the applicable generic concentration limit for 'toxicity for reproduction' Repr. 1A (CLP) or category 1 (DSD); the substance is a member of the group entry of lead compounds, with index number 082-001-00-6 in Regulation (EC) No 1272/2008] Δ	272-271-5	68784-75-8
106	1-bromopropane (n-propyl bromide)	203-445-0	106-94-5
107	Methyloxirane (Propylene oxide)	200-879-2	75-56-9
108	1,2-Benzenedicarboxylic acid, dipentylester, branched and linear	284-032-2	84777-06-0
109	Diisopentylphthalate (DIPP)	210-088-4	605-50-5

Sr. No.	Chemical Substances	EC No.	CAS No.
110	N-pentyl-isopentylphthalate	-	776297-69-9
111	1,2-diethoxyethane	211-076-1	629-14-1
112	Acetic acid, lead salt, basic	257-175-3	51404-69-4
113	Lead oxide sulfate $\Delta$	234-853-7	12036-76-9
114	[Phthalato(2-)]dioxotrilead $\Delta$	273-688-5	69011-06-9
115	Dioxobis(stearato)trilead $\Delta$	235-702-8	12578-12-0
116	Fatty acids, C16-18, lead salts $\Delta$	292-966-7	91031-62-8
117	Lead cyanamate $\Delta$	244-073-9	20837-86-9
118	Lead dinitrate $\Delta$	233-245-9	10099-74-8
119	Pentalead tetraoxide sulphate $\Delta$	235-067-7	12065-90-6
120	Pyrochlore, antimony lead yellow $\Delta$	232-382-1	8012-00-8
121	Sulfurous acid, lead salt, dibasic $\Delta$	263-467-1	62229-08-7
122	Tetraethyllead $\Delta$	201-075-4	78-00-2
123	Tetralead trioxide sulphate $\Delta$	235-380-9	12202-17-4
124	Trilead dioxide phosphonate $\Delta$	235-252-2	12141-20-7
125	Furan	203-727-3	110-00-9
126	Diethyl sulphate	200-589-6	64-67-5
127	Dimethyl sulphate	201-058-1	77-78-1
128	3-ethyl-2-methyl-2-(3-methylbutyl)-1,3-oxazolidine	421-150-7	143860-04-2
129	Dinoseb (6-sec-butyl-2,4-dinitrophenol)	201-861-7	88-85-7
130	4,4'-methylenedi-o-toluidine	212-658-8	838-88-0
131	4,4'-oxydianiline and its salts	202-977-0	101-80-4
132	4-aminoazobenzene	200-453-6	60-09-3
133	4-methyl-m-phenylenediamine (toluene-2,4-diamine)	202-453-1	95-80-7
134	6-methoxy-m-toluidine (p-cresidine)	204-419-1	120-71-8
135	Biphenyl-4-ylamine	202-177-1	92-67-1
136	o-aminoazotoluene [(4-o-tolylazo-o-toluidine)]	202-591-2	97-56-3
137	o-toluidine	202-429-0	95-53-4
138	N-methylacetamide	201-182-6	79-16-3
139	Cadmium	231-152-8	7440-43-9
140	Cadmium oxide $\Delta$	215-146-2	1306-19-0
141	Ammonium pentadecafluorooctanoate (APFO)	223-320-4	3825-26-1
142	Pentadecafluorooctanoic acid (PFOA)	206-397-9	335-67-1
143	Dipentyl phthalate (DPP)	205-017-9	131-18-0

Sr. No.	Chemical Substances	EC No.	CAS No.
156	Cadmium fluoride $\Delta$	232-222-0	7790-79-6
157	Cadmium sulphate $\Delta$	233-331-6	10124-36-4; 31119-53-6
158	2-benzotriazol-2-yl-4,6-di-tert-butylphenol (UV-320)	223-346-6	3846-71-7
159	2-(2H-benzotriazol-2-yl)-4,6-ditertpentylphenol (UV-328)	247-384-8	25973-55-1
160	2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (DOTE)	239-622-4	15571-58-1
161	reaction mass of 2-ethylhexyl 10-ethyl-4,4-dioctyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate and 2-ethylhexyl 10-ethyl-4-[[2-[(2-ethylhexyl)oxy]-2-oxoethyl]thio]-4-octyl-7-oxo-8-oxa-3,5-dithia-4-stannatetradecanoate (reaction mass of DOTE and MOTE)	-	-
162	1,2-Benzenedicarboxylic acid, di-C6-10-alkyl esters;1,2-benzenedicarboxylic acid, mixed decyl and hexyl and octyl diesters with $\geq$ 0.3% of dihexyl phthalate (EC No. 201-559-5)	271-094-0 272-013-1	68515-51-5 68648-93-1
163	5-sec-butyl-2-(2-4,dimethylcyclohex-3-en-1-yl)-5-methyl-1,3-dioxane [1], 5-sec-butyl-2-(4,6-dimethylcyclohex-3-en-1-yl)-5-methyl-1,3-dioxane [2] [covering any of the individual stereoisomers of [1] and [2] or any combination thereof]	-	-
164	Nitrobenzene	202-716-0	98-95-3
165	2,4-di-tert-butyl-6-(5-chlorobenzotriazol-2-yl)phenol (UV-327)	223-383-8	3864-99-1
166	2-(2H-benzotriazol-2-yl)-4-(tert-butyl)-6-(sec-butyl)phenol (UV-350)	253-037-1	36437-37-3
167	1,3-propanesultone	214-317-9	1120-71-4
168	Perfluorononan-1-oic-acid and its sodium and ammonium saltspropanesultone	206-801-3	375-95-1 21049-39-8 4149-60-4
169	Benzo(def)chrysene Benzo(a) pyrene	200-028-5	50-32-8
170	P-(1,1-dimethylpropyl)phenol (p-tert-amyl-phenol, PTAP)	-	50-32-8
171	4-Heptylphenol, branched and linear [substances with a linear and/or branched alkyl chain with a carbon number of 7 covalently bound predominantly in position 4 to phenol, covering also UVCB- and well-defined substances which include any of the individual isomers or a combination thereof] (4HPbl)	-	-
172	4,4'-Isopropylidenediphenol (Bisphenol A)	-	80-05-7

Sr. No.	Chemical Substances	EC No.	CAS No.
173	Nonadecafluorodecanoic acid (PFDA) and its sodium and ammonium salts	-	3108-42-7 335-76-2 3830-45-3
174	Perfluorohexane-1-sulphonic acid and its salt (PFHxS)	-	-
175	Chrysene	205-923-4	218-01-9
176	Benzo[a]anthracene	200-280-6	56-55-3
177	Cadmium nitrate	233-710-6	10325-94-7
178	Cadmium hydroxide	244-168-5	21041-95-2
179	Cadmium carbonate	208-168-9	513-78-0
180	1,6,7,8,9,14,15,16,17,17,18,18-Dodecachloropentacyclo[12.2.1.1.16,9.02,13.05,10]octadeca-7,15-diene ("Dechlorane Plus"™) [covering any of its individual anti- and syn-isomers or any combination thereof]	-	-
181	Reaction products of 1,3,4-thiadiazolidine-2,5-dithione, formaldehyde and 4-heptylphenol, branched and linear (RP-HP) [with ≥0.1% w/w 4-heptylphenol, branched and linear]	-	-
182	Octamethylcyclotetrasiloxane (D4)	209-136-7	556-67-2
183	Decamethylcyclopentasiloxane (D5)	208-764-9	541-02-6
184	Dodecamethylcyclohexasiloxane (D6)	208-762-8	540-97-6
185	Lead	231-100-4	7439-92-1
186	Disodium octaborate	234-541-0	12008-41-2
187	Benzo[ghi]perylene	205-883-8	191-24-2
188	Terphenyl hydrogenated	262-967-7	61788-32-7
189	Ethylenediamine (EDA)	203-468-6	107-15-3
190	Benzene-1,2,4-tricarboxylic acid 1,2 anhydride (trimellitic anhydride) (TMA)	209-008-0	552-30-7
191	Dicyclohexyl phthalate (DCHP)	201-545-9	84-61-7
192	2,2-bis(4'-hydroxyphenyl)-4-methylpentane	401-720-1	6807-17-6
193	Benzo[k]fluoranthene	205-916-6	207-08-9
194	Fluoranthene	205-912-4	206-44-0

Sr. No.	Chemical Substances	EC No.	CAS No.
144	4-Nonylphenol, branched and linear, ethoxylated [substances with a linear and/or branched alkyl chain with a carbon number of 9 covalently bound in position 4 to phenol, ethoxylated covering UVCB- and well-defined substances, polymers and homologues, which include any of the individual isomers and/or combinations thereof]	-	-
145	Cadmium sulphide $\Delta$	215-147-8	1306-23-6
146	Disodium 3,3'-[[1,1'-biphenyl]-4,4'-diylbis(azo)]bis(4-aminonaphthalene-1-sulphonate) (C.I. Direct Red 28)	209-358-4	573-58-0
147	Disodium 4-amino-3-[[4'-[(2,4-diaminophenyl)azo][1,1'-biphenyl]-4-yl]azo]-5-hydroxy-6-(phenylazo)naphthalene-2,7-disulphonate (C.I. Direct Black 38)	217-710-3	1937-37-7
148	Dihexyl phthalate	201-559-5	84-75-3
149	Imidazolidine-2-thione (2-imidazoline-2-thiol)	202-506-9	96-45-7
150	Lead di(acetate) $\Delta$	206-104-4	301-04-2
151	Trixylyl phosphate	246-677-8	25155-23-1
152	1,2-Benzenedicarboxylic acid, dihexyl ester, branched and linear	271-093-5	68515-50-4
153	Cadmium chloride $\Delta$	233-296-7	10108-64-2
154	Sodium perborate; perboric acid, sodium salt $\Delta$	239-172-9 234-390-0	-
155	Sodium peroxometaborate $\Delta$	231-556-4	7632-04-4

Sr. No.	Chemical Substances	EC No.	CAS No.
195	Phenanthrene	201-581-5	85-01-8
196	Pyrene	204-927-3	129-00-0
197	1,7,7-trimethyl-3-(phenylmethylene)bicyclo[2.2.1]heptan-2-one	239-139-9	15087-24-8
198	4-tert-butylphenol	202-679-0	98-54-4
199	2,3,3,3-tetrafluoro-2-(heptafluoropropoxy)propionic acid, its salts and its acyl halides (covering any of their individual isomers and combinations thereof)	-	-
200	Tris (4-nonylphenyl, branched and linear) phosphite (TNPP) with $\geq 0.1\%$ w/w of 4-nonylphenol, branched and linear (4-NP)	-	-
201	2-methoxyethyl acetate	203-772-9	110-49-6
202	2-Benzyl-2-dimethylamino-4'- morpholinobutyrophenone	404-360-3	119313-12-1
203	2-Methyl-1-(4-methylthiophenyl)-2- morpholino propan-1-one	400-600-6	71868-10-5
204	Diisohexyl phthalate	276-090-2	71850-09-4
205	Perfluorobutane sulfonic acid (PFBS) and its salts	-	-
206	1-vinylimidazole	214-012-0	1072-63-5
207	2- methylimidazole	211-765-7	693-98-1
208	Butyl 4- hydroxybenzoate	202-318-7	94-26-8
209	Dibutylbis (pentane-2, 4dionato-0,0) tin	245-152-0	22673-19-4

1. The migration tests to be conducted in line with Regulation (EU) 10/2011 and its amendments regulation (EU) 2016/1416 on Food Contact Plastics is mentioned below:

**1. SPECIFIC MIGRATION OF ACRYLONITRILE:**

TEST REGULATION/METHOD: (REGULATION (EU) 10/2011 AND IT'S AMENDMENT REGULATION (EU) 2016/1416 ON FOOD CONTACT PLASTICS)

TESTED COMPONENT [1]:

SIMULANT USED	TEST CONDITION	MAX. LIMIT (mg/kg)
3% ACETIC ACID	40°C FOR 10 DAYS	ND

REMARK: <= LESS THAN  
RESULTS ARE GIVEN IN mg/kg  
DETECTION LIMIT: 0.01 mg/kg

**2. OVERALL MIGRATION TEST:**

TEST SPECIFICATION(S) / REGULATION(S): COMMISSION REGULATION (EU) NO. 10/2011 & ITS AMENDMENTS  
TEST METHOD(S) ADOPTED: (FOR 95 % ETHANOL & ISO-OCTANE) EN 1186-14:2002 & (FOR 10 % ETHANOL & 3 % ACETIC ACID) EN 1186-7:2002

TESTED COMPONENT [1]:

SIMULANT USED	TEST CONDITION	MAX. LIMIT (mg/dm <sup>2</sup> )
10% ETHANOL	40°C FOR 10 DAYS	10
3% ACETIC ACID	40°C FOR 10 DAYS	
95% ETHANOL	20°C FOR 2 DAYS	
ISO-OCTANE	40°C FOR 10 DAYS	

REMARK: <= LESS THAN  
RESULTS ARE GIVEN IN mg/dm<sup>2</sup>

**3. SPECIFIC MIGRATION OF HEAVY METALS:**

TEST SPECIFICATION(S) / REGULATION(S): COMMISSION REGULATION (EU) NO. 10/2011 & ITS AMENDMENTS  
TEST METHOD(S) ADOPTED: WITH REFERENCE TO EN 13130-1:2004 (POUCH METHOD) FOLLOWED BY ANALYSIS USING ICP-MS

TEST CONDITION: 3% ACETIC ACID AT 40°C FOR 10 DAYS

**TEST RESULT:**

ELEMENTS	MAX. PERMISSIBLE LIMIT (mg/kg)
Barium (Ba)	1.0
Cobalt (Co)	0.05
Copper (Cu)	5.0
Iron (Fe)	48.0

TEST SPECIFICATION(S) / REGULATION(S): COMMISSION REGULATION (EU) NO. 10/2011 & ITS AMENDMENTS  
TEST METHOD(S) ADOPTED: WITH REFERENCE TO EN 13130-1:2004 (POUCH METHOD) FOLLOWED BY ANALYSIS USING GC MS

TESTED COMPONENT [1]:

SIMULANT USED	TEST CONDITION	MAX. LIMIT (mg/kg)
3% ACETIC ACID	40°C FOR 10 DAYS	30

REMARK: < = LESS THAN  
RESULTS ARE GIVEN IN mg/kg  
DETECTION LIMIT: 5.0 mg/kg

#### 6. SPECIFIC MIGRATION OF FORMALDEHYDE:

TEST SPECIFICATION(S) / REGULATION(S): COMMISSION REGULATION (EU) NO. 10/2011 & ITS AMENDMENTS  
TEST METHOD(S) ADOPTED: WITH REFERENCE TO EN 13130-1:2004 (POUCH METHOD) FOLLOWED BY ANALYSIS AS PER IN-HOUSE  
METHOD USING UV VIS SPECTROPHOTOMETER

TESTED COMPONENT [1]:

SIMULANT USED	TEST CONDITION	MAX. LIMIT (mg/kg)
3% ACETIC ACID	40°C FOR 10 DAYS	15

REMARK: < = LESS THAN  
RESULTS ARE GIVEN IN mg/kg  
DETECTION LIMIT: 5.0 mg/kg

#### 7. SPECIFIC MIGRATION OF ACETALDEHYDE:

TEST SPECIFICATION(S) / REGULATION(S): COMMISSION REGULATION (EU) NO. 10/2011 & ITS AMENDMENTS

TESTED COMPONENT [1]:

SIMULANT USED	TEST CONDITION	MAX. LIMIT (mg/kg)
3% ACETIC ACID	40°C FOR 10 DAYS	6.0

REMARK: < = LESS THAN  
RESULTS ARE GIVEN IN mg/kg  
DETECTION LIMIT: 5.0 mg/kg

#### 8. SPECIFIC MIGRATION OF MELAMINE:

TEST REGULATION/METHOD: (REGULATION (EU) 10/2011 AND IT'S AMENDMENT REGULATION (EU) 2016/1416 ON FOOD CONTACT PLASTICS)

TESTED COMPONENT [1]:

SIMULANT USED	TEST CONDITION	MAX. LIMIT (mg/kg)
3% ACETIC ACID	40°C FOR 10 DAYS	2.5

REMARK: <= LESS THAN  
RESULTS ARE GIVEN IN mg/kg  
DETECTION LIMIT: 2.0 mg/kg

## 9. SPECIFIC MIGRATION OF PHTHALATES

TEST SPECIFICATION(S) / REGULATION(S): COMMISSION REGULATION (EU) NO. 10/2011 & ITS AMENDMENTS  
TEST METHOD(S) ADOPTED: WITH REFERENCE TO EN 13130-1:2004 (POUCH METHOD) FOLLOWED BY ANALYSIS USING GC MS

TEST CONDITION: 3% ACETIC ACID AT 40°C FOR 10 DAYS

COMPOUND NAME	MAX. PERMISSIBLE LIMIT (mg/kg)
Dibutyl Phthalate (DBP)	0.3
Diethyl Hexyl Phthalate (DEHP)	30
Benzyl Butyl Phthalate (BBP)	1.5
Di- (iso-Nonyl) Phthalate (DINP)	SUM OF ALL THREE: 9
Di- (N-Octyl) Phthalate (DNOP)	
Di- (iso-Decyl) Phthalate (DIDP)	

ND = NOT DETECTED

DETECTION LIMIT: 0.01 ppm = mg/kg

## 10. SPECIFIC MIGRATION OF PRIMARY AROMATIC AMINES (PAA):

TEST SPECIFICATION(S) / REGULATION(S): COMMISSION REGULATION (EU) NO. 10/2011 & ITS AMENDMENTS  
TEST METHOD(S) ADOPTED: WITH REFERENCE TO EN 13130-1:2004 (POUCH METHOD) FOLLOWED BY ANALYSIS USING VISIBLE SPECTROPHOTOMETER

TESTED COMPONENT [1]:

SIMULANT USED	TEST CONDITION	MAX. LIMIT (mg/kg)
3% ACETIC ACID	40°C FOR 10 DAYS	Sum of primary aromatic amines shall be less than 0.1 mg/kg

REMARK: <= LESS THAN  
RESULTS ARE GIVEN IN mg/kg  
DETECTION LIMIT: 0.01 mg/kg

## 11. SPECIFIC MIGRATION OF TEREPHTHALIC ACID:

TEST SPECIFICATION(S) / REGULATION(S): COMMISSION REGULATION (EU) NO. 10/2011 & ITS AMENDMENTS  
TEST METHOD(S) ADOPTED: WITH REFERENCE TO EN 13130-1:2004 (POUCH METHOD) FOLLOWED BY ANALYSIS USING UPLC DAD

TESTED COMPONENT [1]:

SIMULANT USED	TEST CONDITION	MAX. LIMIT (mg/kg)
3% ACETIC ACID	40°C FOR 10 DAYS	7.5

REMARK: <= LESS THAN  
RESULTS ARE GIVEN IN mg/kg  
DETECTION LIMIT: 5 mg/kg

**12. SPECIFIC MIGRATION OF ISOPHTHALIC ACID:**

TEST SPECIFICATION(S) / REGULATION(S): COMMISSION REGULATION (EU) NO. 10/2011 & ITS AMENDMENTS  
TEST METHOD(S) ADOPTED: WITH REFERENCE TO EN 13130-1:2004 (POUCH METHOD) FOLLOWED BY ANALYSIS USING UPLC DAD

TESTED COMPONENT [1]:

<b>SIMULANT USED</b>	<b>TEST CONDITION</b>	<b>MAX. LIMIT (mg/kg)</b>
3% ACETIC ACID	40°C FOR 10 DAYS	5

REMARK: <= LESS THAN  
RESULTS ARE GIVEN IN mg/kg  
DETECTION LIMIT: 5 mg/kg

**13. FOOD SAFETY TEST [SAFETY REQUIREMENT FOR POLYETHYLENE PHTHALATE (PET) POLYMERS  
FSSE, FDA 21 CFR 177.1630**

**RESULT:**

<b>TESTED COMPONENTS</b>	<b>EXTRACTANT</b>	<b>LIMIT (mg/Inch<sup>2</sup>)</b>
SUBMITTED SAMPLE	WATER: At 120°F for 24 hrs.	≤0.5
	N-Heptane: At 120°F for 24 hrs.	≤0.5
	8% Ethanol: At 120°F for 24 hrs	≤0.5

REMARK: < = LESS THAN