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"PRESTANAK TAJNOSTI"

17.07.2023.

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18

FRAMEWORK AGREEMENT ON SALE AND PURCHASE

OF

**THE MILITARY UNIFORMS FOR THE MINISTRY OF
DEFENCE OF MONTENEGRO**

between

THE GOVERNMENT OF MONTENEGRO

AND

**THE GOVERNMENT OF THE REPUBLIC OF TURKEY
REPRESENTED BY ASKERI FABRIKA VE TERSANE
İŞLETME ANONİM ŞİRKETİ (ASFAT A.S), COMMERCIAL
AGENCY OF THE MINISTRY OF NATIONAL DEFENCE OF
THE REPUBLIC OF TURKEY**



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"PRESTANAK TAJHOSTI"

17.07.2023.

This Framework Agreement on sale and purchase of the military uniforms for the Ministry of Defence of Montenegro is concluded,

Between:

GOVERNMENT OF MONTENEGRO, represented by Minister of Defence Predrag Bošković, MSc, at the address: Jovana Tomaševića br. 29, 81000 Podgorica, Montenegro (hereinafter referred to as "Buyer"), on one part,

And

GOVERNMENT OF THE REPUBLIC OF TURKEY, REPRESENTED BY ASKERI FABRIKA VE TERSANE İŞLETME ANONİM ŞİRKETİ (ASFAT A.S), COMMERCIAL AGENCY OF THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF TURKEY, having its registered office in Çoğlu Mahallesi Ayaş Ankara Yolu Bulvarı No:448 Sincan, Ankara, Republic of Turkey, represented by Undersecretary of the National Defense Ministry Mr. Yunus Emre Karaosmanoğlu (hereinafter referred to as "ASFAT A.S"), on the other part.

(Hereinafter, they shall be separately referred to as "Party" or jointly "Parties")

CONSIDERING THAT ASFAT A.S is an agency of the Ministry of national defence of the Republic of Turkey, and that the part of their business is to facilitate trade development between Turkey and other countries, and help Turkish exporters and producers to export the goods from Turkey;

CONSIDERING THAT, the Buyer has requested assistance from ASFAT A.S concerning the purchase of military uniforms made in the Republic of Turkey, on the basis of the government-to-government agreement;

ON THE BASIS OF THE ABOVE MENTIONED, having regard to the Conclusions of the Government of Montenegro, and Agreement on Cooperation between the Government of

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Montenegro and the Government of the Republic of Turkey in the field of defence industry, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1. For the purposes of this Framework Agreement, the words and phrases defined hereinafter, or terms used instead of them shall have the following meaning:

"Framework Agreement" means the present agreement between the Buyer and ASFAT A.S signed for the period of 5 years;

"Uniform" means protective workwear with its defined purpose and technical specifications and sealed and signed samples defined by the Buyer;

"Parts of the uniform" means separate articles of apparel of the uniform;

"Technical specification" means detailed descriptions of material with sketches of uniforms and parts of the uniform.

"Place of delivery" has the meaning provided under the Article 10 of this Agreement;

"Effective date" has the meaning provided under the Article 21 of this Agreement;

"Supplier" means a company hired by ASFAT AS to produce and deliver Parts of the uniform for the needs of the Buyer, according to the specification and sealed and signed samples provided;

"Separate contracts" mean contracts which are signed by the Buyer and ASFAT AS, every year for the procurement of Parts of the uniform;

"Quality of the uniform" means Buyer's requirements for technical specification within each Separate contract;

"Supervisory authority" means a team of employees from the Ministry of Defence of Montenegro, designated by the Buyer in order to exercise control of the quality;

"Warranty" means the period within which the purchased good must not lose its purpose and characteristics during its intended use by the Buyer.

ARTICLE 2. OBJECT OF THE FRAMEWORK AGREEMENT

2.1. Object of the Framework Agreement is to define terms for conclusion of Separate contracts on purchase of the military uniforms, between the Buyer and ASFAT A.S, in accordance with the



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terms from technical specification and offer of the Manufacturer, provisions of this Framework Agreement, and real needs of the Buyer.

2.2. This Framework Agreement shall not be binding on the Buyer to purchase any good described under the Paragraph 1 of this Article, in any quantity or value.

2.3. The obligations for the signatories to this Framework Agreement arise upon the conclusion of the Separate contract on purchase, in accordance with this Framework Agreement. The Separate contract shall bind the Parties within the entire duration of its effectiveness.

ARTICLE 3. ADDITIONAL CONTRACTS WITH THE SUPPLIER

The Buyer acknowledges and agrees that, for the purpose of the good delivery to the Buyer, in accordance with this Framework Agreement, ASFAT shall conclude an additional contract with the Supplier ("Subcontract with the Supplier"). Notwithstanding any provision of the Subcontract, ASFAT shall be liable to the Buyer to fulfil its obligations under each separate contract in accordance with this Framework Agreement.

ARTICLE 4. DURATION OF THE FRAMEWORK AGREEMENT

Duration of the Agreement shall be 5 (five) years starting from the date of its signing by all signatories, including the year of its signing.

ARTICLE 5. OBJECT OF THE PURCHASE

Object of the purchase is purchase of the uniform in accordance with the specification of the Buyer, which shall be an integral part of each separate contract.

ARTICLE 6. SEPARATE CONTRACTS

6.1. Parties agree that, during the duration of the Framework Agreement, in accordance with market trends, the following element of the Framework Agreement shall be allowed to change:

- Amount of uniforms which are the objects of the purchase within duration of the Framework Agreement on an annual basis;
- Dynamics of the good's delivery which is the object of the purchase;
- Place of the good's delivery, which is the object of the purchase;
- Individual price of the goods which are the object of the purchase;
- Technical characteristics of the object of the purchase as a result of technical and technological development of the Manufacturer of the goods.

6.2. The conditions for securing the purchase of the uniforms and price per Separate contract within duration of the Framework Agreement will be provided in accordance with the provisions of this Framework Agreement, terms of the technical specification, and ASFAT AS offer.



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ARTICLE 7. TOTAL ESTIMATED VALUE OF THE FRAMEWORK AGREEMENT

Total estimated value of the object of the purchase within duration of the Framework Agreement is 5,300,000.00 €.

ARTICLE 8. TOTAL ESTIMATED VALUE OF THE PURCHASE IN THE FIRST YEAR OF THE FRAMEWORK AGREEMENT APPLICATION

Estimated value of the object of the purchase in the first year of the Framework Agreement application amounts up to 1,265,079.00 €.

ARTICLE 9. DUTIES, TAXES AND FEES

9.1. ASFAT AS shall bear all transport costs, and all similar costs which are paid for goods until delivery to the place of delivery.

9.2. The Buyer shall ensure exemption of all taxes of any nature (value added taxes, income taxes or other relevant taxes) customs duties, customs fees or other charges which may be claimed by any central or local authority or any official authority with respect to the goods and their delivery.

ARTICLE 10. PLACE OF DELIVERY

Place of delivery shall be within the territory of Montenegro, and it shall be determined at each separate contract.

ARTICLE 11. QUALITY WARRANTIES AND QUALITY ASSURANCE

11.1. ASFAT AS guarantees to the Buyer the quality of the delivered goods within 12 months.

11.2. The quality of delivered goods shall be determined directly by the Buyer's Supervisory Authority which will exercise the organoleptic and ergonomic inspection, as well as laboratory testing in the production process and during qualitative acceptance – testing the finished products done in an independent accredited laboratory designated by the Supervisory Authority.

ARTICLE 12. CURRENCY, TERMS AND METHOD OF PAYMENT

12.1. The Parties agree that the prices are given in EUR (€).

12.2. The Buyer shall pay invoice amount at agreed price in accordance with Separate contracts, via wire transfer, on the account of ASFAT AS within 30 days from the date of delivery of the goods and invoice



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ARTICLE 13. WAY OF THE CONCLUSION OF SEPARATE CONTRACTS ON PURCHASE IN THE NEXT YEARS OF THE FRAMEWORK AGREEMENT APPLICATION

13.1. The other annual contracts (except first contract) shall be made upon the prior written request for submitting supplement to the offer or new offer of ASFAT AS, submitted by the Buyer, which shall set the conditions, criteria and specifications of the required quantities of the agreed goods, in accordance with terms defined under this Framework Agreement, with the stated deadline for offer submitting, taking into account the time required for its making.

13.2. ASFAT AS shall, upon receiving the request from the Buyer, choose the Supplier or Suppliers who can meet all the requirements defined by the Buyer and under this Framework Agreement.

13.3. If ASFAT AS fails to submit the offer for concluding the Separate contract within the set deadline, the Buyer shall not be obliged to conclude the Separate contract with the same for the next period of delivery.

13.4. The Buyer can accept the new offer of ASFAT AS:

- a) If submitted offer meets all requirements from the Buyer's request for submission of the offer under paragraph 1 of this Article in accordance with the Framework Agreement, and
- b) If submitted offer does not include the conditions for changing the terms of this Framework Agreement.

13.5. The Separate contracts shall be concluded upon undertaken procedure of evaluation.

13.6. The total purchase amount cannot extent the estimated value for each year.

ARTICLE 14. POSSIBILITY OF CHANGING THE SEPARATE PRICES

14.1. In the next years of the of application of the Framework Agreement, separate prices of the mentioned goods can be increased up to 2% of the agreed value from the previous year of using the Framework Agreement, on the event of changes on the market of raw materials for the production of the uniforms.

14.2. The changes of the prices to the lower is not limited.

ARTICLE 15. PERIOD FOR WHICH THE SEPARATE CONTRACTS ARE CONCLUDED

The Separate contracts under this Framework Agreement shall be concluded for the period of one year.



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ARTICLE 16. CLASSIFIED INFORMATION

Under the applicable law in each country, the Parties agree not to divulge to any Third Party any information with respect to this Agreement or anything that is herein contained, except to its employees, Suppliers, or official entities, only as needed for the execution of their obligations and commitments.

ARTICLE 17. TECHNICAL SPECIFICATION

Government of Montenegro – Ministry of Defence reserves all the rights for the Technical specification that shall be delivered to ASFAT AS.

ARTICLE 18. TERMINATION OF THE FRAMEWORK AGREEMENT

18.1. The Framework Agreement shall cease to apply on 31st December 2022, or, earlier, if it is terminated unilaterally or if the financial resources from the Article 5 of this Framework Agreement are spent.

18.2. In the event that ASFAT AS violates the provisions of the separate contract, the Buyer shall make written warning for elimination of the consequences of violation within 8 days. If ASFAT AS does not eliminate the consequences of violation within mutually agreed period of time then the Buyer has the right to unilaterally terminate the Separate contract.

18.3. The Buyer shall retain the right of unilateral termination of the Framework Agreement if ASFAT AS does not respond to the request for submitting the offer within duration of the Framework Agreement, as well as, in case of its ineffective fulfilment of the agreed obligations under previously concluded Separate contract with the Supplier hired by ASFAT AS for the implementation of the Separate contract.

18.4. The Framework Agreement shall be terminated in writing, sent via express mail, by stating reasons of its termination.

ARTICLE 19. COPIES OF THE FRAMEWORK AGREEMENT

This Framework Agreement is made in 4 (four) identical copies executed in English, 2 (two) copies for the Buyer, and 2 (two) for ASFAT AS.

ARTICLE 20. UNDERSTANDING OF THE FRAMEWORK AGREEMENT

The Parties to the Framework Agreement accordingly agree that they have read and understood the Framework Agreement, and that the agreed provisions are an expression of their true will.



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17.03.2023.

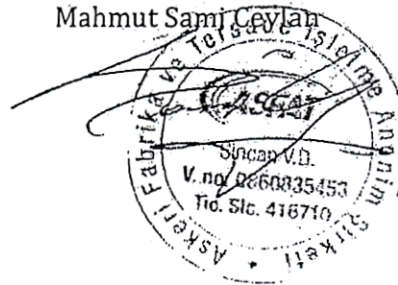
ARTICLE 21. ENTRY INTO FORCE

The Framework Agreement shall enter into force on the date on which it is signed by the Parties to the Framework Agreement.

BUYER
GOVERNMENT OF MONTENEGRO
Minister of Defence
Predrag Bošković, MSc

Predrag Bošković

ASKERI FABRIKA VE TERSANE
İŞLETME ANONİM ŞİRKETİ
General Manager
Mahmut Sami Ceylan



Crna Gora
MINISTARSTVO VANJSKIH POSLOVA
REGISTAR TAJNIH PODATAKA

Primljeno:	04.09.2018		
Org. jed.	Broj	Prilog	Vrijednost
BV	01-15/2018	-2	



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"PRESTAVAK TAJNOSTI"

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**CONTRACT ON SALE AND PURCHASE
OF
THE MILITARY UNIFORMS FOR THE MINISTRY OF DEFENCE
OF MONTENEGRO
between
THE GOVERNMENT OF MONTENEGRO
AND
THE GOVERNMENT OF THE REPUBLIC OF TURKEY
REPRESENTED BY ASKERI FABRIKA VE TERSANE
İŞLETME ANONİM ŞİRKETİ (ASFAT A.S), COMMERCIAL
AGENCY OF THE MINISTRY OF NATIONAL DEFENCE OF
THE REPUBLIC OF TURKEY**



17.07.2023.

This Contract on sale and purchase of the military uniforms for the Ministry of Defence of Montenegro is concluded,

Between:

GOVERNMENT OF MONTENEGRO, represented by Minister of Defence Predrag Bošković, MSc, at the address: Jovana Tomaševića br. 29, 81000 Podgorica, Montenegro (hereinafter referred to as "Buyer"), on one part,

And

THE GOVERNMENT OF THE REPUBLIC OF TURKEY, REPRESENTED BY ASKERI FABRIKA VE TERSANE İŞLETME ANONİM ŞİRKETİ (ASFAT A.S), COMMERCIAL AGENCY OF THE MINISTRY OF NATIONAL DEFENCE OF THE REPUBLIC OF TURKEY, having its registered office in Mustafa Kemal Mahallesi Dumlupınar Bulvarı No: 252 TOBB İkiz Kuleleri C Blok Kat: 21-22-23 06530-Çankaya-Ankara-Turkey, Republic of Turkey, represented by Deputy Minister of National Defence Mr. Muhsin DERE (hereinafter referred to as "ASFAT A.S"), on the other part.

(Hereinafter, they shall be separately referred to as "Party" or jointly "Parties")

CONSIDERING THAT ASFAT A.S is an agency of the Ministry of National Defence of Republic of Turkey, and that the part of their business is to facilitate trade development between Turkey and other countries, and help Turkish exporters and producers to export the goods from Turkey;

CONSIDERING THAT, the Buyer has requested assistance from ASFAT A.S concerning the purchase of military uniforms made in Republic of Turkey, on the basis of the government-to-government agreement;

ON THE BASIS OF THE ABOVE MENTIONED, having regard to the Conclusions of the Government of Montenegro, and Agreement on Cooperation between the Government of Montenegro and the Government of the Republic of Turkey in the field of defence industry, the Parties hereby agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1. For the purposes of this Contract the words and phrases defined hereinafter, or terms used instead of them shall have the following meaning:

"Contract" means the contract between the Buyer and ASFAT A.S defined under the Framework Agreement on sale and purchase of the military uniforms for the purpose of the Ministry of Defence;

"Uniform" means protective workwear with its defined purpose and technical specifications and sealed and signed samples defined by the Buyer;

"Parts of the uniform" means separate articles of apparel of the uniform;

"Technical specification" means detailed descriptions of material with sketches of uniforms and parts of the uniform.

"Place of delivery" is warehouse "Kapino polje", Nikšić, Montenegro;



17.07.2023

"Effective date" has the meaning provided under the Article 21.;

"Supplier" means a company hired by ASFAT AS to produce and deliver Parts of the uniform for the needs of the Buyer, according to the specification provided. For this Contract, it is Yakupoğlu A.Ş. Company (hereinafter referred to as YDS) from Ankara;

"Separate contracts" mean contracts which are signed by the Buyer and ASFAT AS, every year for the procurement of Parts of the uniform;

"Quality of the uniform" means Buyer's requirements for technical specification and the same production of sealed and signed sample within each Separate contract;

"Supervisory authority" means a team of employees from the Ministry of Defence of Montenegro, designated by the Buyer in order to exercise control of the quality;

"Commission for acceptance" means the personnel authorized by the Buyer for reception of the delivered goods.

"Warranty" means the period within which the purchased good must not lose its purpose and characteristics during its intended use by the Buyer.

"CMR document" means International standardized document for cross-border transport of cargo by road.

ARTICLE 2. SUBJECT OF CONTRACT

2.1. Turkish governmental agency - Askeri fabrika ve Tersane İşletme Anonim Şirketi (hereinafter referred to as ASFAT A.Ş) shall be obliged to, for the needs of the Buyer, from the manufacturer Yakupoğlu A.Ş. (hereinafter referred to as YDS) from Ankara, buy and deliver military uniforms to the Ministry of Defence of Montenegro, according to the technical specifications and sealed and signed samples, size allocation of the order and graphic charts given in the Annex 1 of this Contract.

2.2. ASFAT A.S. shall be obliged to deliver the uniforms defined under the first paragraph of this article, to the Buyer, and the Buyer shall be obliged to officially take and pay to the ASFAT AS the price of the uniforms according to the accepted item prices given in the Offer.

2.3. The accepted offer with the specification containing offered uniforms with individual prices, and quantities referred to in the previous paragraph, represents an annex and it is an integral part of this Contract.

ARTICLE 3. PRICE AND TERMS OF PAYMENT

3.1. Total price of the good delivered in the place of delivery amounts 648.060,80 €.

3.2. Abovementioned total price, as well as the individual prices which are defined by the ASFAT AS offer, shall be fixed and shall not be subject to changes during agreed duration of the Contract.



17.07.2023.

ARTICLE 4. DUTIES AND TAXES

4.1. ASFAT AS shall bear all transport costs, and all similar costs which are paid for goods until delivery to the place of delivery.

4.2. The Buyer shall ensure exemption of all taxes of any nature (value added taxes, income taxes or other relevant taxes) customs duties, customs fees or other charges which may be claimed by any central or local authority or any official authority with respect to the goods and their delivery.

ARTICLE 5. TIME OF THE DELIVERY

ASFAT AS shall be obliged to deliver the uniforms within 100 calendar days starting from the date of this Contract signing.

ARTICLE 6. TERMS AND METHOD OF PAYMENT

The Buyer shall pay invoice amount at agreed price in accordance with the contract, via wire transfer, on the account of ASFAT AS within 30 days from the date of delivery of the goods and invoice. The CMR document and invoice shall be signed and stamped by the Buyer at the same date of delivery. The ASFAT AS shall send original invoice with the goods.

ARTICLE 7. MANUFACTURING, SUPERVISION, DELIVERY, QUALITY

7.1. The Buyer shall be obliged to designate the Supervisory authority (hereinafter referred to as Supervisory authority) which shall be authorized to provide the qualitative supervision of manufacturing, and qualitative acceptance of the agreed good during the production process and prior to delivery, at the place of manufacturing, and Manufacturer's storage facility, in accordance with the technical specifications of the uniform.

7.2. The Decision on designation of the Supervisory authority shall contain all authorizations and responsibilities of the same for realization of the supervision and business.

7.3. Methods and place of quality control testing

7.3.1. The Supervisory authority shall take samples for performing organoleptic and ergonomic inspection and laboratory testing during the production process.

7.3.2. At all stages of the uniform manufacturing, during qualitative acceptance – testing the finished products in independent and accredited laboratory in Turkey, before shipment.

7.4. The costs of the Supervisory authority

7.4.1. The Parties have agreed that the costs of quality control of the material during production and qualitative acceptance (costs of examination – analysis, production



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costs of samples for the analysis, costs of providing conditions for conducting qualitative control etc.) are at the expense of the Supplier, including the costs of transport and accommodation of the Buyer's Supervisory authority.

7.4.2. In case that the examination results show that the quality of the materials does not meet the required conditions, Supervisory authority shall be obliged to issue an order to ASFAT AS to replace poor quality material with good one, which shall be controlled as well in the same manner.

7.4.3. Delivery of agreed goods is approved by Decision – Buyer's Consent and the Record of qualitative acceptance from Buyer's Supervisory authority.

ARTICLE 8. PROLONGATION OF THE DELIVERY TERM

8.1. ASFAT AS has right to prolong the delivery deadline if it was obstructed due to: failure to fulfil obligations by the Buyer and Force Majeure and its consequences.

8.2. ASFAT AS submits the request for prolongation of delivery deadline in writing, no later than 15 days before the agreed term expiration.

ARTICLE 9. FORCE MAJEURE

9.1. If, upon conclusion of the Contract, the occurrence of Force Majeure event leads to the distraction or prevention of obligations under the Contract, the terms for execution of the Parties' obligations shall be extended for the duration of Force Majeure.

9.2. Force Majeure means extreme and extraordinary events which cannot be predicted, which happened without the will and influences of the Parties, and which could not have been prevented by the Party affected by it. The Force Majeure is considered to be floods, earthquakes, fires, political events (war, large scale riots, strikes), imperative decisions of the governments (import and export ban), etc.

9.3. The Party affected by the Force Majeure shall immediately inform the other Party in writing, about the unforeseen circumstances occurrence and provide appropriate evidence thereof.

ARTICLE 10. WARRANTIES

10.1. ASFAT AS warrants the quality of the delivered goods within 12 months from the date of delivery.

10.2. Within the period of quality assurance duration, upon the delivery of the good, the Parties agree to comply with all provisions under the ASFAT AS offer concerning quality complaints.

ARTICLE 11. COMPLAINTS

11.1. If it is determined that delivered goods does not have the contracted quantity, or the packaging is evidently damaged during the transport, the Commission for



acceptance will compose a record containing the statement of the amount of goods not meeting the contracted requirements and submit it as a written complaint to ASFAT AS, and one copy to the Supervisory authority. The signed & stamped letter by the authorised person which shows damage or missing items during handling from truck to the warehouse of Buyer should be submitted to ASFAT AS no later than 10 days.

11.2. ASFAT AS shall be obliged to, at its own expense and risk, remedy defects or replace the good with a new one, in the Buyer's storage, within a period of 60 days from the date of delivery of such a complaint done by the Buyer, with previous condition which implies joint identification of the real cause of the complaint done by both Supervisory authority and ASFAT AS representative.

11.3. The replaced good shall have new warranty period under the same conditions as originally delivered good.

ARTICLE 12. TERMINATION OF THE CONTRACT

12.1. The Parties agree that the termination of this Contract may occur, if ASFAT AS does not fulfil its obligations within timeframes and in the manner provided by the Contract; in the case when the Buyer finds that the quality of the goods that are object of this Contract or the manners in which it is delivered vary from the requested, or quality offered by ASFAT AS, as well as in case that ASFAT AS does not comply with its obligations and in other cases of unauthorized performance of the business.

12.2. The Buyer shall not terminate the contract without any acceptable reason.

ARTICLE 13. TRANSFER OF RIGHTS AND OBLIGATIONS

If during the effectiveness of this Contract, occur any changes in the name or other status changes of the Parties, then all the rights and obligations of the Party affected by such changes, shall be transferred to its legal successor.

ARTICLE 14. ANTICORRUPTION CLAUSE

If there is a reasonable doubt that any of the Parties, directly or indirectly has offered or presented a gift or other unlawful benefit or threatened the representative of the Buyer/ASFAT AS, the Contract shall be considered void.

ARTICLE 15. JURISDICTION

15.1. The Parties shall attempt to amicably resolve any dispute, controversy, or claim relating directly or indirectly to, or arising out of or in connection with the Contract (the "Dispute").

15.2. In the event the Parties have failed to resolve such Dispute within sixty (60) days after receipt of a notice, then the Parties shall refer such Dispute for settlement to their respective officers who have authority to settle the Dispute and who shall make every reasonable effort to reach an agreement on such Dispute. Failing resolution of such Dispute within sixty (60) days following the referral, either Party may refer such Dispute



to the binding arbitration under the Rules of the London Court of International Arbitration (LCIA) in effect on the date of the Contract, by three (3) arbitrators appointed in accordance with said Rules.

15.3. Each of the Parties shall nominate one (1) arbitrator and the third arbitrator, who shall act as chairman, shall be appointed in accordance with such rules. The arbitrators shall be neither of Turkish nor Montenegrin nationality. All proceedings will be conducted in the English language with the place of the arbitration being in Vienna, Austria.

15.4. This arbitration and this Contract shall be governed, interpreted, and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by the laws of England and Wales.

ARTICLE 16. DURATION OF CONTRACT

The Contract shall be concluded for a limited time and shall last until the final delivery of the goods, for a maximum of 150 days from the date of signing.

ARTICLE 17. CLASSIFIED INFORMATION

Under the applicable law in each country, the Parties agree not to divulge to any Third Party any information with respect to this Contract or anything that is herein contained, except to its employees, Suppliers, or official entities, only as needed for the execution of their obligations and commitments.

ARTICLE 18. NOTICES

18.1. Any notice or demand of any kind to be given hereunder by a Party shall be in writing and delivered personally or sent by facsimile, electronic mail, or other like means of recorded electronic communication (with acknowledgement of receipt) to the addresses set forth below:

TO THE BUYER:

Alma Ljuljanaj - Jovičević, Director General for Material Resources, Ministry of Defence
Jovana Tomaševića, no. 29, 81 000 Podgorica, Montenegro
Tel: +382 20 483 - 297
Mail: alma.ljuljanaj@mod.gov.me

TO ASFAT AS:

ASKERI FABRIKA VE TERSANE İŞLETME ANONİM ŞİRKETİ
Mustafa Kozan, Director of Procurement
Mustafa Kemal Mahallesi Dumlupınar Bulvarı No: 252 TOBB İkiz Kuleleri C Blok Kat:
21-22-23 06530 – Çankaya – Ankara – Turkey
Tel: 00903122773100
Fax: 00903122773193
Mail: mustafa.kozan@asfat.com.tr

18.2. Notices may be sent by facsimile and electronic mail with return receipt. Notices sent by facsimile shall be deemed to be received on the day they were sent. Notices



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sent by electronic mail with return receipt shall be deemed to be received on the date they were opened by the recipient.

ARTICLE 19. COPIES OF THE CONTRACT

This Contract is made in 3 (three) identical copies executed in English, 2 (two) copies for the Buyer, and 1 (one) for ASFAT AS.

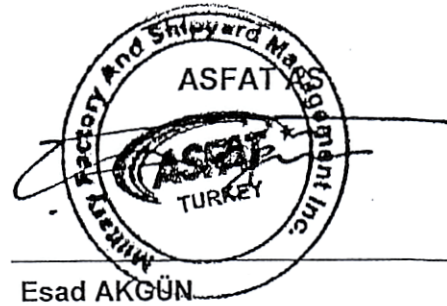
ARTICLE 20. UNDERSTANDING OF THE CONTRACT

The Parties to the Contract accordingly agree that they have read and understood the Contract, and that the agreed provisions are an expression of their true will.

ARTICLE 21. ENTRY INTO FORCE

The Contract shall enter into force on the date on which it is signed by the Parties to the Contract.

BUYER



Signature:

Name:

Esad AKGÜN

Title:

General Manager

Date:

May 2, 2019

Signature:

Name:

Predrag BOŠKOVIĆ, MSc

Title:

Minister of Defence

Date:

May 2, 2019

Signature:

Name:

Muhsin DERE

Title:

Deputy Minister of National Defence

Date:

May 2, 2019