Appendix No. 3 Price form

**Price form**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ITEM DESCRIPTION**  according to Technical Specification | **QUANTITY** | **UNIT** | **TOTAL NET PRICE** | | |
| **Top Drive TDS-8SA** | 1 | SET | ……………………………. **USD** | | |
| We declare to accept of Draft Sales Agreement: | YES \* | | | \*approval required | |
|  |  | | |  | |
| Collection time (days): | …. days | | |  | |
| Validity of offer: | …. days | | | (minimum 60 days) | |
| Payment scheme: | 100% of the Total Price within 30 days after delivery of the Invoice to the Buyer\*\* | | | | \*\* required |

* Current Company Register Document.
* If offer is signed by Authorized person other than the one indicated in the registration documents, please provide Power of Attorney here.

…………………………………. …………………………………….. …………………………………..

Bidder Date and Signature of Bidders Bidders Company Stamp

Authorized Person

Appendix No. 5 Bidder Statement

**TENDER PARTICIPANT STATEMENT WITH REFERENCE TO SANCTIONS IMPOSED WITH REFERENCE TO THE INVASION OF RUSSIAN FEDERATION ON UKRAINE AND WITH REFERENCE TO OTHER CONFLICTS**

1. **REPRESENTATIONS OF THE TENDER PARTICIPANT (THE BUYER)**
   1. The Buyer declares that, to the best of its knowledge, as at the date of the bid submission, it and its subsidiaries, parent companies and members of its bodies and persons acting on its behalf:
      1. are in compliance with the sanctions regulations introduced by the Republic of Poland, the United Nations and the European Union, (the "Sanctions Regulations");
      2. are not subject to any sanctions, including economic sanctions, trade embargoes or other restrictive measures imposed under the Sanctions Regulations and are not legal or natural persons with whom the Sanctions Regulations prohibit transactions (hereinafter: the "Sanctioned Entity");
      3. are not directly or indirectly owned or controlled by legal or natural persons meeting the criteria described in sec. 11.1.2 above;
      4. do not reside or have their registered office or principal place of business in a state being subject of Sanctions Regulations or are not incorporated under the laws of a state being subject to Sanctions Regulations;
      5. are not involved in any proceedings or investigations against them in relation to a breach   
         of any Sanctions Regulations.
   2. **TENDER PARTICIPANT (THE BUYER) UNDERTAKES:**
      1. it and its subsidiaries and the members of its bodies and persons acting on its behalf and for its benefit conduct themselves in accordance with the Sanction Regulations;
      2. the items purchased under the agreement will not be directly or indirectly available to the Sanctioned Entity or used for the benefit of the Sanctioned Entity or used by the Buyer to the extent that such action is not permitted under the Sanctions Regulations;
      3. in the event that any statement made in sec. 11.1 becomes untrue, it shall, unless prohibited by law, promptly, but in any event within 30 days of becoming aware of such event, inform the Seller of each such event and of the steps taken to restore the truth of such statements;
      4. shall indemnify the Seller for any damage caused by any acts or omissions of the Buyer, its subsidiaries, parent companies and members of its bodies and persons acting on its behalf and for its benefit in connection with the non-performance or improper performance of the obligations referred to in this sec. 11.2.

|  |  |
| --- | --- |
| TENDER PARTICIPANT DETAILS: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| PERSON/S ENTITLED TO SIGN STATEMENT ON BEHALF OF TENDER PARTICIPANT WITH THE POSITION: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DATE OF SIGNATURE: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| SIGNATURE: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Appendix No. 6 Draft of the Bank Guarantee

………………………….., ……… [date]

To: [Exalo Drilling S.A.] (further also as the Beneficiary)

**TENDER DEPOSIT**

**BANK GUARANTEE**

Whereas (name of Company) a company incorporated in (state) having its principal place of business at (address), registered in the register of … run by … under the number …, having tax id number … (further as the Applicant) have requested through (Bank name) to issue a Bank Guarantee in your favor for the sum of US$ 131 445,54 (in words: one hundred thirty one thousands four hundred forty five 54/100 USD) being deposit against Tender no. DLG-3-2024 for the sale of Top Drive TDS-8SA, due on …………. 2024.

In consideration of aforesaid, we (Bank Name & address), as of the date given above, hereby GUARANTEE irrevocably and unconditionally to make payment to you without cavil or demur and without recourse to any person whatsoever of US$ 131 445,54 (one hundred thirty one thousands four hundred forty five 54/100 United States dollars) against your first and each subsequent written demand stating that:

* + 1. the Applicant has failed to enter into a sales contract despite winning the Tender.
    2. the Applicant who signed the sales contract refuses to pay the price.
    3. the conclusion of a sales contract has become impossible for reasons attributable to the Applicant whose bid was selected;
    4. the Beneficiary has withdrawn, terminated or dissolved the concluded contract under its provisions or under provisions of generally applicable law for the reasons attributable to the Applicant.

Notwithstanding anything mentioned herein our liability under this guarantee shall not be affected by any dispute or difference between you and the Applicant and is restricted to US$ 131 445,54 (one hundred thirty one thousands four hundred forty five 54/100 United States dollars). This guarantee shall be valid for a period of 90 days after the closing date of Bid ("Expiry Date"). The claim under this· Guarantee should be presented on or before the said Expiry Date i.e. ………………. 2024.

After the expiration date, this guarantee should be returned to us. This guarantee expires automatically upon expiry of its validity regardless of whether this document is returned to us or not.

This guarantee is subject to polish law, the place of jurisdiction will be Piła, Poland.

Name of Bank

Bank officer seal