

Contract for the Procurement of the Half Moon Platform for the Gran Telescopio Canarias

(The text in English is a free translation, the legal text is the one in Spanish)

In La Laguna, on <date>

APPEAR

As one party: <company name of the successful bidder> (from now on to be called CONTRACTOR), Tax Identification Code number____, with registered office at <full address>. <Description of the formation of the company and its Company Register details, and of the person acting on behalf of the company, his capacities, and legitimacy>

As the other party: GRAN TELESCOPIO DE CANARIAS S.A. (from now on to be called GRANTECAN), bearer of CIF <<Tax Identification Code>> number A.38354460, with registered office at C/ Vía Láctea s/n (Instituto de Astrofísica de Canarias), 38205 La Laguna, Santa Cruz de Tenerife. The company was formed before the Notary of Santa Cruz Mr. Juan Antonio Pérez Giralda on 11 May 1994, registered with the Mercantile Register of Santa Cruz de Tenerife on 18 July 1994. This company is represented by Mr. <name>, bearer of DNI <<National Identity Document>> no. <number>, acting in his capacity as <position>, by virtue of the Power of Attorney granted by the company <details>.

The representatives of both parties, acknowledging that the other party has the necessary legal capacity, execute this document in the name of their respective corporate principals

SPECIFIC TERMS AND CONDITIONS

1.- OBJECT MATTER OF THE CONTRACT

The contractor will be responsible for providing an adaptable maintenance platform (also called Half Moon Platform), along with associated support elements, factory tests, shipment to GRANTECAN, warranty period and final acceptance, according to the annex documents defined in the clause 2.

2.- COMPLEMENTARY DOCUMENTS ATTACHED

2.1.- The following are complementary documents attached to this Contract, which are united and inseparable part in all which not be modified by such contract:

- a) The General Terms and Conditions
- b) Document "Statement of Work for the Procurement of the Half Moon Platform", ESP/EDIF/0203-R, edition 1.B and all the applicable documents defined in it.
- c) The quotation RRRRR (Reference of the awarded quotation)

2.2. Order of priority: In the event of any inconsistency between the documents listed in clause 2.1, the same shall be resolved by the order of priority stated in the same paragraph.

3.- REPRESENTATIVES

3.1.- The representatives of the parties for this contract are:

Mr. _____ on behalf of the CONTRACTOR <ADDRESS AND TEL/FAX/E-MAIL CONTACT FOR NOTICES>

Mr. Benjamin Siegel on behalf of GRANTECAN

Gran Telescopio de Canarias, S.A.
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3.2.- Any changes of the representatives and of the persons that make up the team shall require the previous written consent of GRANTECAN.

4.- DELIVERABLES

4.1.- The deliverable documentation is described in the complementary attached documents indicated in the clause 2.

5.- ACCEPTANCE OF THE WORKS

5.1. – The acceptance of the works performed by the Contractor during the contract execution will be according to what is described in the complementary attached documents indicated in the clause 2.

6.- DURATION

6.1.- The duration of this contract shall be, from the date of its signing until _____ < date>.

7.- PRICE AND MODE OF PAYMENT

7.1.- In consideration of the execution of the work, GRANTECAN shall pay the CONTRACTOR the net amount of <amount written in capital letters> (<amount in numbers>) EUROS, taxes not included, to be invoiced as legally required.

7.2.- For the financing of “Procurement of the Half Moon Platform”, GRANTECAN requested financial assistance to the European Regional Development Fund (ERDF). The payment of the fees payable to the CONTRACTOR, in no event shall depend on obtaining such financing by GRANTECAN.

7.3. The stipulated amount will be paid to the Contractor by GRANTECAN as follows:

7.3.1 <Indicate payment milestones>

7.4. All prices are firm.

7.5. Payments shall be made by GRANTECAN, in accordance with what it is specified in the General Conditions, by transfer to the current account number---<bank details>

7.6. Payments shall be made within the following 30 days after reception of the corresponding invoice. The acceptance of each invoice related to a payment milestone or the notification of the invoice reject will be made by GRANTECAN within the following 15 days after the invoice reception.

8.- MODIFICATION OF GENERAL CONDITIONS

The following clause of the General Terms and Conditions is cancelled: 19.4

Having read this contract, both parties express their agreement to its content, in witness whereof they sign two identical originals, at the place and on the date indicated at the beginning.

Signed: Mr. <name of the nominee>
Gran Telescopio de Canarias, S.A.

Signed Mr. <name of the nominee>
<successful bidder>