АКЦИОНЕРСКО ДРУШТВО ЗА ПРОИЗВОДСТВО НА ЕЛЕКТРИЧНА ЕНЕРГИЈА ЕЛЕКТРАНИ НА СЕВЕРНА МАКЕДОНИЈА ВО ДРЖАВНА СОПСТВЕНОСТ
Бр. 02-5132/1
14-08-2026 20 год.
СКОПЈЕ

KORPORATA ENERGJETIKE E KOSOVËS sh.a. KOSOVO ENERGY CORPORATION J.S.C. KO... KORPORACIJA d.d.
14-08-2026
Nr. 5922
PRISHTINË - A

SALES AGREEMENT

Sales Procedure No.:

KEK-26-15-1-6-12

DATA 14.08.2026

KOSOVO ENERGY CORPORATION J.S.C.

AND

JSC Power Plants of North Macedonia (AD ESM)

Title: Coal Sales

This Agreement was concluded on August 14, 2026, between:

(1) **KOSOVO ENERGY CORPORATION J.S.C.,** Mother Teresa St. No. 36, 10000 Pristina, Republic of Kosovo, company registration no. 811290808, hereinafter referred to as the "Contracting Authority", on the one hand (the "Seller"); and

(2) **JSC Power Plants of North Macedonia (AD ESM), 11 October St. No. 9,** 1000 Republic of North Macedonia, with company registration number 4030005560757, hereinafter referred to as the "Buyer," have agreed to enter into a public sales contract as follows:

Whereas:

A. The seller is estimated to possess approximately 3,000,000 (three million) tonnes of coal, subject to a potential variance of ±30%, which it wishes to sell;

B. The seller has initiated a sales process in accordance with the Tender Notice submitted to the PPA on January 8, 2026;

C. The Buyer submitted an offer on January 23, 2026, at 09:48, expressing a willingness to purchase coal in accordance with the terms of this Agreement, and the Seller accepted this offer.;

Now this Agreement witnesses as follows:

1. The Buyer has agreed to purchase, and the Seller has agreed to sell, the coal owned by it, as specified in the Information Memorandum included in the Tender Documents **("Goods").**

2. In the Agreement, words and expressions shall have the same meaning as defined in the General and Special Conditions of Contract, and these are deemed to form part of, and be read as part of, this Agreement.

3. The following documents ("**Contract Documents**") shall form and be read as an integral part of this Agreement:

    a) This Contract Agreement;
    b) Special Conditions of Contract;
    c) General Conditions of Contract;
    d) Minutes of negotiations;
    e) Seller's Tender Documents;
    f) Buyer's Offer;
    (i) As well as other communication documents with the EO.

4. The Contract documents are complementary to one another. However, in the event of any inconsistency, ambiguity, or contradiction between them, they shall prevail in the order listed above.

5. The Buyer must fulfill the terms of the Agreement, which shall include the removal of all Goods from the Seller's premises in accordance with the conditions specified in the tender dossier.

6. The Purchaser must satisfy themselves as to the correctness and sufficiency of the offer; before submitting it, they must take into account all requirements for the full and proper execution of the Agreement, and must include rates, prices, and all expenses related to the purchase of the Goods.

7. This Agreement shall enter into force as specified in the Special Conditions of the Contract, in Article 1.1.7.

IN WITNESS WHEREOF, this Agreement has been executed on the date specified below and prepared in four copies: one for the Buyer and three copies for the Contracting Authority.

For the Buyer JSC Power Plants of North Macedonia (AD ESM)

Name: **Lazo Uzunchev**
Position: CEO and Genaral Manager
Signature
Data:

For Seller

Name: **Avdi Muzliukaj**
Position: Ac. Director of the Executive Procurement Office
Signature:
Data: 14.08.2026

Name: **Gramos Hashani**
Position: Chief Executive Officer of KEK J.S.C.
Signature:
Data: 14/8/26

SPECIAL CONDITIONS

These Special Conditions must be read in conjunction with the General Terms and Conditions, as referred to in **Annex** 2. In particular, any reference to 'Articles' in this document refers to that specific Article in the General Terms and Conditions.

"Bid Price"	Payments shall be made in accordance with Article 5.1 Contract Price and Payment Terms
"Contact Term"	*Art. 1.1.7:* The term of this Agreement shall be 36 (thirty-six) months from the date of its mutual execution and entry into force. This Agreement shall enter into force only upon the conclusion and entry into force of the agreement(s) for coal excavation and transportation between the Buyer and its selected contractors, within 120 (one hundred and twenty) days from the date of signing of this Agreement The Buyer undertakes to notify the Seller in writing regarding the completion of the selection procedures, respectively the conclusion of contracts with the relevant economic operators, as well as the commencement date of the works, within 15 (fifteen) days. *Art.1.1.8:* In the event that, for any reason, the coal production process and the supply of coal for the normal operation of the **Seller's** power plants are jeopardized, **the Seller**, upon prior notice of at least 60 (sixty) days, has the right to suspend or terminate this contract, without creating mutual obligations or claims between the parties.
Definition of "The location"	*Art. 1.1.9:* "The location" means Republic Of Kosova.
Storage Area	*Art 1.1.11:* Means the location within the designated coal exploitation fields, as specified in the tender dossier, specifically in the Coal Production Division in Obiliq, namely the landfill/depot in the vicinity of the maintenance dispatcher in Bardh.
"The Goods"	*Art 1.1.12:* The Coal, located in the opencast mine, Coal Production Division in Obiliq.
The Governing Law and Language of the Contract	*Art. 1.3:* The Agreement shall be governed by and construed in accordance with the Laws of Republic of Kosovo.

The official language of the Agreement and all annexes thereto shall be the English language.

Communications

Art 1.4:

Communications shall be in English;

Place of Performance

Art. 2.4:

1. The Buyer shall have access to the Loading Point in accordance with the following schedule, subject to any restrictions reasonably imposed by the Seller (to which the Buyer must agree):

   (a) The Buyer will have access 24 h a day/ 7 days a week;

2. The Buyer shall not, in any manner or at any time, interfere with or hinder the Seller's operations.
3. The Buyer is aware of the risks assumed at its own account and acknowledges that:

   (a) The Loading Point and its surrounding area is/are hazardous, and contain equipment, machinery, buildings, and structures that may be unsafe, structurally unsound, or improperly maintained; and

   (b) At the Loading Point, safety procedures or standards may be inadequate, non-existent, or non-compliant.

Buyer's Representative

Art. 2.2:

Buyer's Representative: Lazo Uzunchev –GM
Tel: +389 2 3149-121, ext: 3121
Email: kabinet@elem.com.mk

Buyer's Subcontractors/Agents

Art 2.3:

The Parties agree that only the Buyer, and or through selected and authorized by the Buyer companies, shall extract (excavate) and transport the coal from the excavation fields.

Buyer's Obligations

Art. 2.7:

1. **The Buyer** shall provide and have at its disposal its own and or owned by selected and authorized by the Buyer companies - adequate equipment for the exploitation, processing, collection, loading, and transportation of coal.
2. **The Buyer** bears responsibility for the selection, engagement, including any act, omission, contractual obligation, or legal liability that may arise from the engagement of a Company

authorized by the Buyer for excavation, processing, loading / unloading and transport of the coal. **The Seller** shall have no contractual relationship with the contractors engaged by **The Buyer** and shall bear no obligation or liability, whether direct or indirect, towards these companies or third parties regarding their activities. **The Seller** recognizes the Buyer as the sole contracting party. However, the Seller shall fully honour the rights of any contractor duly authorized by the Buyer through an official power of attorney or authorization.

3. During the coal extraction process, **the Buyer** shall be responsible for the removal of any remaining material (non-coal) encountered. Furthermore, from the moment **The Buyer** commences the excavation of coal, the responsibility for the removal and management of surface and groundwater shifts entirely to **The Buyer**.

4. **The Buyer** shall ensure that the process of loading and transporting coal does not interfere with KEK's operational processes, and must be conducted in accordance with accepted international operating standards. **The Buyer** must not cause environmental issues and shall perform road maintenance (both inside and outside KEK), as well as clean the area and any potential spills resulting from the loading and transportation of coal.
5. Following the Commencement Of Work, the road maintenance (including graveling, dust suppression/spraying, etc.) from the coal benches in the mining field up to the depot/stockpile yard shall be the responsibility of **the buyer**.

6. The setup of the laboratory (stationery or mobile) must be established at a location near the excavation field or at a site suitable to **the Buyer**, so that sampling can be carried out directly in the field, within the working slope.

7. The areas utilized and vacated by the buyer must comply with the prepared exploitation plans.

8. Following the commencement date of the contract execution, the coal off-take process is not permitted to have an interruption longer than 10 days without prior notice and approval from the buyer. Failure to comply with these deadlines shall result in the termination of the contract and the forfeiture of the performance security.

The Seller's Authorized Representative and Project Manager

Art 3.2:

The Seller's Authorized Representative and Project Manager at CPD
Team (CMT)
Hysni Grajqevci – CM and Team Leader
Tel: + 383 (0)45 897810
Emali: hysni.grajqevci2@kek-energy.com
Enver Mjeku- CM
Tel: + 383 (0)45 892249
Emali: enver.mjeku@kek-energy.com
Milaim Zhegrova - CM
Tel: + 383 (0)44 648921
Emali: milaim.zhegrova@kek-energy.com

Seller's Representative and Supervisor of the Contract Manager at CPD
Mirsad Rashica
Tel: + 383 (0)44 367241
Emali: mirsad.rashica@kek-energy.com

Seller Obligations

Neni 3

1. **The Seller** guarantees the Buyer the right to take off coal according to the quantity provided for the Collection Points. The forecasted quantity specified in the tender documents of three (3) million tons of coal, for the three (3) year period,. The allowed deviation from the quantity is +/- 30%.
   The Seller shall provide **the Buyer** with conditions for the uninterrupted extraction of coal for the utilization of a quantity of 600,000 tons (300,000 + 300,000), in accordance with the design studies (elaborates) of the Tender Dossier, respectively as also presented during the negotiation process. Whereas, for the designated mining field of 2.4 million tons (if this mining field is assessed and determined to be designated), the Parties agree that **the Seller** shall beforehand provide **the Buyer** with the necessary technical documentation and profiles for this section. If it is decided not to utilize the mining field of 2.4 million tons of coal, then **the Seller** shall designate another mining field within an optimal and appropriate timeframe, with guaranteed quality as specified in the tender dossier, at a distance no further than 2 km from the 600,000-ton field.

   The Seller shall make available to **the Buyer** an area very near the coal exploitation location for storage, processing, and loading, from which there is access to regional roads.
   KEK and ESM agree that the laboratory (static or mobile) should be located near the excavation site or at a location convenient to ESM, so that sampling can be carried out directly on site, in the working unit. The test results of the laboratory will determine the quality of the coal, which ETU will not be

less than 7531 kJ/kg and The sulphur content will not exceed 1%, meaning that the sulphur level must remain below 1% (<1%) and ash <20%.

In case, the sulphur content is found to be equal to or higher than 1%, and this is a consequence of the natural characteristics of the coal deposit or factors beyond the reasonable control of the Seller, the Seller shall not be held legally liable for this deviation.

2. **The Seller** shall guarantee **the Buyer** the supply of electricity, which will serve for the necessary connections for hydro-technical equipment, with the costs covered by **the Buyer**.
3. The Seller undertakes to conduct a surface water study and to submit a revised/updated surface water drainage study to the buyer at least 3 months prior to the commencement of coal excavation, should the need for such action arise. This shall be done within an appropriate and optimal timeframe that will not impact the coal extraction process.
4. For the excavation fields, the Seller undertakes the removal of the overburden (removal of topsoil/waste material) above the coal, as well as the removal of surface waters (initial dewatering), if necessary.

Advance Payment

Art 4: Advance payment is not applicable

Contract Price and Terms of Payment

Art. 5

1. The total approximate price shall be: **73,200,000.00€ i.e. 24,4 EUR per Ton** (depending on the quantity of coal actually excavated); in words: (***Seventy-three million and two hundred thousand euros i.e. twenty-four euros and forty cents***) excluding VAT.

   The allowed deviation from the total approximate price is equal to the allowed deviation of the total quantity and is +/- 30% (plus or minus thirty percent).

   The price referred to in Article 5.1 above shall be the sole payment owed by the Buyer to the Seller under the contract.

   The allowed deviation from the total approximate price is final.

   Payment for the contracted quantity shall be made as follows:
2. **The Seller** and **the Buyer** agree that invoicing shall be conducted on a weekly basis, issuing one invoice per week for the quantities of coal delivered during the respective period, together with the relevant supporting documentation, as agreed between the Parties.
3. Payment of each invoice must be made no later than 30 days from the date of receipt of the invoice.
4. The total quantity of coal delivered and unpaid shall not exceed 60,000 (sixty thousand) tons. In the event that this limit is reached, **the Seller** shall suspend further supply until the outstanding obligations are settled and reduced below this limit.

5. The price per ton, excluding VAT, shall not exceed 24.40 (twenty-four euros and forty cents) EUR/T for the entire duration of the agreement.
6. At the end of each month during the Term of the Agreement, **the Buyer** shall provide a statement to **the Seller**, showing the quantity of coal taken from the Loading Point during the preceding month, together with the necessary documents such as the Letter of Authorization and the Letter Off-loading as annexed documents to this contract ("**Monthly Statement**").
7. Each Statement shall also contain the amount credited against the Bid Price, based on the Unit Price.
8. Statements must be submitted to the Project Manager, who will forward them to the KEK Finance Division, Accounts Receivable Manager.
9. Upon expiration of the Agreement, the Seller shall present a Final Statement, showing any balance owed by the Buyer to the Seller, or any credit owed by the Seller to the Buyer. Any amount presented in the Final Statement as an obligation to be paid shall be settled within 15 days from the delivery of the Final Statement.
10. All payments under this Agreement shall be made in Euros

Late Payment

Art 5.1:

In case of delays in payment of invoices exceeding 30 (thirty) days from the date of receipt of the invoice, the Seller has the right to take all necessary procedural and legal measures to collect the amount due according to the invoice.

Supply & Off-take of Goods

Art 6:

Shall be replaced with the new sentences as follows:

It is the responsibility of **The Buyer** to take off the coal from **The Seller**, as follows:

Authorization Letter – Dynamic plan

1. Whenever, and at what time the Buyer intends to take off the Goods from the Collection Point (Place of Performance), it must submit a written request to the Seller for approval; such request shall be substantially in the format set out in Attachment 1 of the Agreement (hereinafter referred to as the "Authorization Letter – Dynamic plan"), but shall at least contain:

- o The estimated quantity of coal to be taken off;
- o The estimated time for loading the coal;
- o The number of vehicles to be utilized by the Buyer, and their registration details.

2. The Authorization Letter – Dynamic Plan must be submitted to the Seller 48 hours prior to the scheduled loading time. The approval of

the Authorization Letter – Dynamic Plan may be withheld by the Seller if it could cause any interference with the Seller's operations, or for other exceptional reasons; otherwise, approval shall not be unreasonably delayed by the Seller. Upon signature, the Authorization Letter – Dynamic Plan shall be returned to the Buyer's representative via email.

Loading Specifications

1. The Buyer shall be responsible for the off-take, loading, and unloading of the Goods and shall perform these activities at its own risk and cost. The Goods shall be at the Buyer's risk from the time of loading.
2. The coal is located at the opencast mine in CPD - Obiliq.
3. Weighing (scaling) shall be carried out based on the quantity of coal transported, utilizing the weighscales made available by the Seller. These measurements shall be taken as the official basis for invoicing. Weighing carried out using the customs scale shall be for verification, comparison and reconciliation purposes only. In addition to the measurements with scales, the Seller shall also carry out measurements using geodetic instruments (geodetic surveys) within the designated excavation areas.

4. Upon taking off the quantity of coal specified in the Authorization Letter – Dynamic Plan, the Buyer shall proceed with weighing the quantity of coal at the loading stations provided by the Seller.

5. The weighing of the coal must be conducted in the presence of the Seller's Representative, or any employee duly delegated by them. Upon completion of this process, the Buyer and or owned by selected and authorized by the Buyer companies must present a completed Off-loading Letter to the Seller in the form set out in Attachment 2 of this Agreement, which must contain the following elements:
    - Reference to the Authorization Letter – Dynamic Plan.
    - Quantity of coal – together with the time and date of weighing.
    - The names of the Seller's Representative and the Buyer's Representative (or their designates) who were present during the weighing of the coal (with their signatures attached).
    - Details of the vehicles utilized for the transport of the coal.
6. When the Buyer is on the Seller's premises, the Buyer must be prepared to present the Authorization Letter – Dynamic Plan or the Off-loading Letter to the Seller, or to its security personnel, upon request.

Failure to Take Off Coal

7. If **the Buyer** fails to issue the Authorization Letter – Dynamic Plan within 15 days from the Effective Date, and such failure is not attributed to a material breach by **the Seller** under the terms of the Agreement, **the Seller** may treat such failure as a fundamental breach of the Agreement and terminate the Agreement immediately.

8. In the event that the terms of the Agreement expire and the Buyer has not taken off the quantity of coal with the allowed deviation of the total quantity +/- 30%, and this is not attributed to a material breach by **the Seller** under the terms of the Agreement, the Buyer shall forfeit the Tender Security that has not been credited against the actual value of the Goods taken off by **the Buyer** during the Term of the Agreement.

Settlement of Disputes

Art 16.1:

The Parties shall make every effort to resolve amicably all disputes that may arise between them. As soon as any dispute arises, the Parties shall notify each other in writing of their position regarding the dispute and of any solution they consider possible. If either Party deems it useful, the Parties shall meet and attempt to resolve the dispute. A Party shall respond to a request for an amicable settlement within 15 days of the request. The maximum period allowed to reach such a settlement shall be 30 days from the commencement of the procedure. If the attempt to reach an amicable settlement fails or if a Party fails to respond in a timely manner to requests for settlement, both Parties shall be free to proceed to the next stage of the dispute resolution procedure by notifying the other.

Any dispute between the Parties that may arise during the execution of this contract and which cannot be otherwise resolved between the Parties shall be submitted to the Commercial Court in Pristina, in accordance with the laws of the Republic of Kosovo.

GENERAL CONDITIONS OF THE CONTRACT

1. DEFINITIONS

1.1 In the Contract, words and expressions, as defined below, shall have the meanings assigned to them, except where the context of the sentence requires otherwise:

Contract	1.1.1	**"Contract"** means the Agreement and other documents listed in the Contract Documents.
Persons	1.1.2	**"Seller"** means the person named in this Agreement and the legal successors representing such person or any of his or her designees.
	1.1.3	**"Buyer"** means the person named in the Agreement and the legal successors representing such person, but not any other person (except with the knowledge of the Seller).
	1.1.4	**"Party"** means either the Seller or the Buyer.
Dates, Times and Periods	1.1.5	**"Commencement Date"** means the date on which the Agreement enters into force or any other date agreed upon by the Parties.
	1.1.6	**"day"** means a calendar day.
	1.1.7	**"Duration of the Contract"** The duration of the Contract will be 36 months from the Start Date, except in any case of earlier termination.
Other definitions	1.1.8	**"Special Conditions"** means the Special Conditions of the Agreement.
	1.1.9	**"Place"** means the place where the Place of Loading is located.
	1.1.10	**"Object"** means the machinery and apparatus which forms or constitutes the permanent works.
	1.1.11	**"Location"** means those places specified by the Seller in the Letter of Authorization where the Goods are assembled.
	1.1.12	**"Goods"** means the Goods specified in the Letter of Authorization issued by the Seller to the Buyer.

1.1.13 **"Bid Price"** means the amount equal to the total of 100% (one hundred percent) of the amount offered by the Buyer for the Goods, and which amount has been paid to the Buyer by the Seller, as a condition precedent to the performance of the Agreement.

1.2 In the Agreement:

a) When reference is made to the masculine gender, it shall also include the feminine gender, and references to the singular number shall include the plural number and vice versa;

b) Where reference is made to the word "includes" or "including", it shall mean without limitation;

c) Where reference is made to an agreement or document, it shall include any subsequent amendment thereto, or any supplement or update made from time to time, in accordance with any requirement of this Agreement, and shall also include any document which amends, supplements, updates, or gives effect thereto, in accordance with its terms;

d) Where reference is made to constitutional provisions (including any secondary legislation), it shall include such provisions as amended or enacted from time to time, or as applied or capable of being applied to any transaction entered into pursuant to this Agreement;

e) Where any provision of this Agreement provides that any word or expression shall have the meaning assigned to it, or shall have the same meaning as in any other document, and such document remains in full force and effect, then such words and expressions shall continue to have that meaning notwithstanding that the relevant agreement or document may be invalid for any reason;

f) Headings are inserted for convenience only and shall be disregarded in the interpretation of this Agreement;

1.3. The governing law and the language of the Agreement are specified in the Special Conditions of Contract.

1.4. Wherever provision is made for any notice, instruction, or other communication by any person, such communication shall be made in writing in the language specified in the Special Conditions of Contract, unless otherwise specified.

2. BUYER'S OBLIGATIONS

2.1. The Buyer shall act in accordance with the laws of the countries in which activities under the Agreement are carried out and shall ensure that its personnel and Sub-Buyers comply with and act in accordance with all such laws and regulations. The Buyer shall also obtain all permits, approvals and/or licenses from all local or state governmental authorities, or public utility enterprises in the State where the Collection Sites are located, which such authorities or enterprises require the Buyer to obtain in its own name and which are necessary for the performance of the Agreement.

2.2. The Buyer shall perform the Agreement in accordance with the applicable standards and with due care and diligence. The Buyer shall also provide all equipment, supervision, and labor necessary for the performance of the Agreement. The Buyer shall submit to the Seller for approval the name and particulars of the person authorized to receive instructions on behalf of the Buyer (the "Buyer's Representative").

2.3. If the Buyer consists of more than one entity, such entities shall be jointly and severally liable to the Seller in all respects in connection with the Agreement. Furthermore, the Buyer shall be responsible for the acts, omissions, carelessness, and negligence of its agents or subcontractors as if such acts, omissions, carelessness, or negligence were those of the Buyer, its agents, or its subcontractors.

2.4. The Buyer shall comply with all instructions issued by the Seller in relation to the Agreement and shall ensure that every worker or agent engaged in the collection of the Goods, or those required to move freely within the Seller's facilities and property, shall at all times display an identification card duly issued by the Seller.

2.5. Upon commencement of this Agreement, the Buyer shall provide a schedule (plan) of the facilities, machinery, and vehicles that will be used for the collection of the Goods, including adequate details enabling the Seller to identify such equipment. The Buyer shall inform the Seller of any changes to the aforementioned schedule.

2.6. The Buyer shall perform this Agreement in compliance with environmental safety and public health requirements, and in accordance with the environmental rules and standards in force from time to time in Kosovo. Pursuant to this Article 2.6, the Buyer shall immediately indemnify the Seller for any damage suffered by the Seller as a result of the Buyer's breach of its obligations.

3. SELLER'S OBLIGATIONS

3.1. The Seller shall designate the location of the Collection and the right of access to that location at the time specified in the Special Conditions

3.2. The Seller shall enable and authorize the collection of the Goods by the Buyer, without any hindrance or interference from the employees. In this regard, the Seller shall provide each employee or agent of the Seller who is involved in the collection of the Goods or who is required to move freely through the Seller's premises and property with an approved identification card.

3.3. One of the Seller's personnel shall have the authority to act on its behalf. Such authorized personnel shall be different from the Seller or the Buyer, as specified in the Special Conditions or as notified ("Seller's Representative").

4. ADVANCE PAYMENTS)

4.1. If provided for in the Special Conditions, the Buyer shall deliver an advance payment to the Seller within 10 days of the execution of the Agreement. The amount of the advance payment shall be specified in the Special Conditions and shall be paid in Euro to a bank account specified by the Seller. Further, additional advance payments may be required, as set out in the Special Conditions.

4.2.The Parties shall use the advance payments as a credit against the value of the Goods actually collected by the Buyer during the term of the Agreement.

5. PAYMENT TERMs

5.1 The amount payable for the Goods shall be specified in the Particular Conditions and shall be paid in the currency specified in the Particular Conditions.

5.2 The Seller shall be entitled to interest at the rate specified in the Particular Conditions for each day that the Buyer fails to make payment beyond any prescribed payment period.

5.3 No payment shall be deemed to have been received until the Seller has received cleared funds.

5.4 Time for payment shall be of the essence.

5.5 The Buyer shall make all payments due under the Agreement in full, without any deduction, whether by way of set-off, counterclaim, withholding, reduction, or otherwise, unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

6. DELIVERY & COLLECTION OF GOODS

Letters of Authorization

6.1 The Buyer shall collect the Goods from such place(s) as may be specified in writing by the Seller from time to time in a Letter of Authorization, which shall be in the form prescribed in Schedule 1 to this Agreement.

6.2 A Letter of Authorization must be signed by the Seller's Representative and sent to the Buyer's Representative by e-mail or fax. The Buyer's Representative must acknowledge receipt of the Letter of Authorization.

4. The Authorization Letter will outline the following information:

a) Place of Gathering Place.

b) Description of Goods to be collected.

c) Estimating the quantity of goods to be collected.

d) Any other information, rules or procedures relevant to the collection of Goods.

6.3 Blerësi The Buyer shall be responsible for the collection, loading, weighing and handling of the Goods and shall do so at his own risk and expense. The Goods are at the Buyer's risk from the time of collection and the Seller shall not be responsible for the insurance of any Goods which are being collected or handled by the Buyer.

6.4 Collection of Goods must be carried out in an efficient manner and time.

Weighing (measuring) of goods and discharge papers

6.5 After collection of the goods specified in the Letter of Authorization, the Buyer shall proceed to weigh the collected Goods at the facilities provided by the Seller, which shall be designated at the Chemical Separation Complex, Obiliq or other place duly known to the Buyer.

6.6 The weighing of the goods shall be undertaken in the presence of the Seller's Representative, or a duly delegated employee. Upon completion of this process, the Buyer shall submit to the Seller a completed

Letter of Discharge in the form described in Appendix 2 to this Agreement, which shall contain the following elements:

a) Authorization reference letter.

b) Place of location(s) where the Goods were collected.

c) Type of Goods Collected.

d) The weight of the goods collected along with the time and date of the weight measurement.

e) Names of the Seller's and Buyer's Representatives present during the weighing of the goods (along with their signatures).

f) Method of transportation of goods from the Seller's premises.

6.7 Upon presentation of the Bill of Lading to the Seller, title to the Goods shall pass from the Seller to the Buyer and the Buyer shall be permitted to transport the Goods from the Seller's premises. Title to the Goods shall not pass to the Buyer until the Seller has received (in cash or approved funds) all amounts due in respect of the Goods in question.

6.8 The Buyer must be ready upon request to present to the officials Letters of Authorization or Release from the Seller or its Buyer of security.

Failure to collect the goods

6.9 If the Buyer fails to commence collection of the Goods within 21 days of receipt of the Letter of Authorization and such failure is not attributable to a material breach by the Seller under the terms of the Agreement:

a) The Seller may store the goods until collection, after which the Buyer will be responsible for all associated costs and expenses (including, without limitation, storage and insurance), or:

b) Seller may treat such failure as a fundamental breach of the Agreement and terminate its provisions immediately. In such event, Buyer shall also forfeit the bid price paid to Seller in accordance with the terms of the Agreement, which shall become the property of Seller.

In the event that the term of the Agreement expires and the Buyer has not collected the entire goods, the Buyer shall forfeit any remaining amount of the Bid Price that has not been credited against the value of the actual goods collected by the Buyer during the term of the Agreement.

6.10 Subject to the other provisions of these conditions, the Seller shall not be liable for any direct, indirect or consequential loss (which three terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar losses), costs, damages, charges or expenses caused directly or indirectly by any delay in collecting the Goods.

7. Quality

7.1 Where the Seller is not the manufacturer of the Goods, the Seller will endeavour to pass on to the Buyer the benefit of any warranty or advertisement given by the Company.

7.2 The Seller warrants that (subject to the other provisions of these Conditions) upon delivery, and for the period specified in the Special Conditions from the date of delivery, the Goods shall be of acceptable quality and be reasonably fit for any purpose for which the Goods were purchased, if the

Buyer has made the purpose known in writing to the Seller and the Seller has confirmed in writing that it is reasonable for the Buyer to rely on the Seller's skill and judgment.

7.3 Subject to Article 7.4 if any of the Goods do not conform to the warranty in Article 7.1 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the rate of success of the contract provided that, if the Seller so requests, the Buyer shall, at the Seller's expense, return to the Company the Goods or the defective part of the Goods.

7.4 If the Seller complies with Article 7.3 it shall have no further liability for breach of warranty in relation to such Goods.

8. Insurance

8.1 Insurance policies may be necessary to cover the Buyer's operations under the Agreement; the terms and scope of such insurance policies may be set out in the Special Conditions, which may also specify other types of insurance to be obtained by the Buyer.

8.2 Notwithstanding the Buyer's insurance obligations under Article 7/1, the Buyer shall be solely responsible for, and insure the Seller against, any claims by third parties for property damage or personal injury arising out of the execution of the Agreement by the Buyer, its sub-buyers and their employees.

9. Force majeure

9.1 For the purposes of Article 8.1, "Force Majeure" means any event or circumstance which is beyond the reasonable control of one Party or the other ("Affected Party") and which results in, or causes, the failure of that Party to perform any of its obligations under the Contract including (without limitation):

a) Acts of God, lightning, fire, storm, flood, earthquake, drought, accumulation of snow or ice, shortage of water as a result of weather or environmental problems;

b) Strikes, factory lockouts or other industrial disturbances (other than those caused by the Party's own employees);

c) Blockade, revolution, rebellion, insurrection, civil commotion, public demonstration, sabotage, act of vandalism;

d) Act of the public enemy, war (declared or undeclared), threat of war, act of terrorism etc.;

e) Governmental prohibitions, other prohibitions, measures or legislation, statutes or directives, whether oral or written; or

f) Any other event or occurrence beyond the reasonable control of the Party to the extent that any such event or circumstance could not reasonably have been prevented.

9.2 The Parties agree that any change in temperatures or climatic conditions at the scene shall not constitute a 'force majeure' even under the terms of this Agreement.

9.3 For the avoidance of doubt, financial difficulties or inability to pay any amount owed or inability to derive a profit or a satisfactory return from operations shall not constitute a basis for circumstances beyond the reasonable control of either Party for the purpose of defining Force Majeure in Article 8.

9.4 Neither Party shall have any liability to the other for any breach of this Agreement to the extent caused directly or indirectly by Force Majeure, based on this:

a) The Party affected by the Force Majeure Event shall give written notice to the other Party as soon as reasonably practicable after the Force Majeure Event, stating the expected extent and likely duration of the event;

b) The Party prevented from performing its obligations due to the Force Majeure Event shall use all reasonable efforts to mitigate the impact and remedy its inability to perform its obligations as soon as reasonably practicable; and

c) Neither Party shall be relieved of any obligation under this Agreement not affected by the relevant Force Majeure Event.

9.5 If the performance of the Agreement is significantly prevented, hindered or delayed for a single period of more than two (2) months or a total period of more than four (4) months due to one or more cases of Force Majeure during the term of the Agreement, the Parties shall attempt to come up with a mutually satisfactory solution, failing which either Party may terminate the Agreement by notifying the other Party.

9.6 In the event of termination under Article 8.5 above:

a) The Buyer shall cease all further work and terminate all subcontracts.;

b) A final statement must be prepared for all Goods sold to date showing any balance of the Buyer's debt to the Seller or any credit payable by the Seller to the Buyer.

9.7 Notwithstanding Article 8.6 above, Force Majeure shall not apply to any obligation of the Buyer to make payments due to the Seller.

10. TERMINATION OF THE AGREEMENT

10.1 The occurrence of one or more of the following circumstances, with respect to each Party ("Non-Performing Party") shall be an event of non-performance ("Non-Performing Event") with respect to that Party:

a) Failure of the Defaulting Party to make timely payment required by this Agreement, unless such payment is not disputed in good faith by the Defaulting Party;

b) Either Party refuses to observe any of the covenants, representations and warranties of this Agreement, and if any representation or warranty of either party proves to be incorrect, untrue or misleading;

c) Failure by any Party to perform its obligations under this Agreement, which shall include (but is not limited to);

   i. Violation of Article 6.10 (failure to collect Goods)).

   ii. Transporting and/or collecting Goods without authorization.

d) Non-Performing Party:

i. Dissolves (other than by consolidation, merger or amalgamation) or becomes bankrupt or is unable to pay its debts, or acknowledges in writing that it cannot pay its debts when due;

ii. There is an approved resolution for liquidation, official management (other than consolidation, merger or amalgamation);

iii. Seeks or appoints an administrator, provisional liquidator, conservator, receiver, trustee or other officer for it, or for all or most of its assets;

iv. Causes or depends on any event relating to its which under the applicable laws of any jurisdiction has the same effect as any of the events specified in clauses (i) to (iii) above (inclusive); or

10.2 If an Event of Default has occurred, the (None) Performing Party shall have the right, at its discretion, to give written notice of its intention to terminate this Agreement ("Notice of Early Termination").

10.3 The Bid Price will be forfeited by the Buyer in the event of Early Termination of the Agreement, caused by the Buyer's failure to perform.

10.4 In the event of the occurrence of a Default Event, all obligations under this Agreement shall terminate immediately, as of the date of receipt of the Notice of Early Termination by the Defaulting Party.

10.5 The termination of this Agreement shall not affect any right or obligation which may have accrued prior to such termination, or which is intended, either expressly or by implication, to survive termination, whether resulting from the event giving rise to the right to terminate or not.

11. THE WHOLE AGREEMENT

11.1 The Agreement expresses the entire agreement between the parties with respect to the subject matter of this Agreement, arrangements, understandings or agreements, with respect to the subject matter or any term of the Agreement. No communication between Buyer and Seller (before or after the effective date of this Agreement) shall affect the interpretation of the Agreement.

12. ETHICS

12.1 In connection with the performance of this Agreement, Buyer represents and agrees that it has not made and will not make any payment, loan or gift, or promise, authorization, or offer of money or anything else of value, whether directly or indirectly, to (i) any official or employee of any government or other agency, department or governmental institution, or (ii) any political party or party official, or (iii) any employee, advisor of Seller, for the purpose of influencing that person, to exploit his or her official position, and to assist Buyer to obtain or retain business with any person or enterprise, by providing an improper advantage.

12.2 Failure of the Buyer under Article 11.1 to comply with the authorizations and obligations set forth in the following paragraph shall result in Early Termination of the Agreement.

13. LIMITATION OF LIABILITY

13.1 The Seller shall not be liable to the Contractor for any pure economic loss, loss of profit, business, or depletion of income, in any case, whether directly, indirectly or as a result of anything, or his claim for compensation for what has been caused to him, arising out of and in connection with the Agreement.

14. CONFIDENTIALITY

14.1 The Seller and the Buyer shall keep confidential and shall not, without the written consent of the other party arising herefrom, or unless required by law, disclose to any third party any documents, data or other information, provided directly or indirectly by any third party in connection with the Agreement.

14.2 Notwithstanding the foregoing, the Buyer may provide the Sub-Buyer(s) with documents, data and other information that it receives from the Seller, to the extent required by the Sub-Buyer(s) to perform the work contemplated by the Contract, in which case the Buyer shall obtain from such Sub-Buyer(s) a promise to maintain business secrecy.

15. CHANGES AND DEFINITION

15.1 Any amendment or waiver by the Seller or the Buyer of any of the terms or conditions, or the consent given by either Party under the Agreement, must be in writing and signed by both Parties..

15.2 The Buyer shall not have the right to assign the Contract or any part thereof without the prior written consent of the Company. The Seller may assign the Agreement or any part thereof to any person, firm or company.

16. DISPUTE RESOLUTION

16.1 The Parties shall endeavour to resolve any dispute or matter arising out of the Agreement amicably. The maximum period for reaching such a resolution shall be 30 days from the commencement of the proceedings. Unless resolved amicably, any dispute or difference between the Buyer and the Seller arising out of or in connection with the Agreement, including any valuation or other decision of the Seller, shall be referred for final resolution in Commercial Court in Pristina, in accordance with the laws of the Republic of Kosovo as per the rules specified in the Special Conditions. Any hearing shall be held at the place specified in the Special Conditions together with the language(s) to be used.

17. VARIOUS

17.1 The Seller and the Buyer, each represent and warrant to the other Party that, as of the date of this Agreement:

a. has full joint power and authority to enter into and exercise its rights and perform its obligations under the Agreement;

b. the obligations set forth in the Agreement are presumed to be legally valid and enforceable obligations; and

c. The Agreement is executed through a duly designated representative of that Party; and

d. Once properly executed, the Agreement will establish legal, valid and binding obligations.

17.2 Further, the Buyer warrants that it is not in default of any tax, including Value Added Tax levied by the Government of Kosovo or any other agency thereof, nor is it a branch office or representative or agent of the Buyer that is in default of such taxes.

18. REGULATOR'S PROVISIONS

18.1 Without prejudice to the application of the penalties specified in the Agreement, a Purchaser who is guilty of making false declarations or who has failed to fulfil the obligations contracted in a previous procurement procedure shall be excluded from all contracts and grants financed from the budget of the Government of Kosovo for a maximum period of two years from the time when the violation was committed, as confirmed by the arbitrator's decision.

18.2 The Purchaser shall allow the Auditor General of Kosovo to verify the implementation of the Agreement by conducting document checks or by means of on-site inspections, and if necessary to conduct a full audit, based on supporting documentation for accounts, accounting documents and any other documents relevant to the financing of the Agreement. Such inspections may last up to 5 years after the last payment under this Agreement has been made.

19. NOTICE

19.1 Any notices, Letters of Authorization or requests required or permitted to be given or made under the Agreement must be in writing. The authorized recipient for each Party for such documents will be specified in the Special Conditions of Contract.

19.2 Documents provided under Article 18 above shall be deemed to have been received:

a. If sent by first class post, prepaid, two days (excluding Saturdays, Sundays and public holidays) after publication (exclusive of the day of publication); or

b. If delivered by hand, on the day of delivery; or

c. If sent by fax on a business day before 4:00 PM, at the time of sending or otherwise the next business day.

20. GENERAL

20.1 Any right or remedy of the Seller under the Agreement is without prejudice to the rights and remedies of the Seller under the Agreement or otherwise.

20.2 If any provision of the Agreement is held by any court, tribunal or administrative body of competent authority to be, in whole or in part, illegal, invalid, void, deficient, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, deficiency, unenforceability be deemed severable (partial) and the remaining provisions of the Agreement and the remainder of such provision shall continue to be enforceable and in full force and effect.

20.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Agreement shall be construed as a waiver of any of its rights under the Agreement.

20.4 Any waiver by Seller of any breach or default by Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

20.5 The agreement can be signed with one or more counterparts who together establish a document.

Attachment 1 – Authorization Letter – Dynamic Plan

[INSERT BUYER'S LOGO]

AUTHORIZATION LETTER

Dear Mr. [•]

Pursuant to Article 6.1 of the Coal Sale Agreement dated [•], I hereby authorize the following receipt of coal):

Location Name:	Generation: ☐ Coal Production Division
Estimated quantity:	_________ton
Loading time:	
Mode of Transport:	

Sincerely,

____

[•]

Project Manager

Approved YES NO

If NO, please state the reasons for refusal:

Signed by: ______________________________

Name: [Enter name]______________________

KEK representative

Data: ___________________________

Attachment 2 – Off-loading Letter

For: Mr. [•]

Seller's Representative

Kosovo Energy Corporation JSC

Mother Teresa St., No. 36,

Prishtina 10000,

Republic of Kosovo

[•]

Buyer's Representative

[•]

KEK Ref.: Coal

Your Ref.:

Data: [•] **2026**

DISCHARGE LETTER

Date of approval of the Authorization Letter – Dynamic Plan form	Day: ______ Month: _________ year: __________	
Name of the location where the coal will be obtained	Generation: ☐ Coal Production Division;	
Quantity of coal	____________ ton	
Date of Weighing:	Day: ______ Month: _________ year: __________	
Representatives present during the coal weighing:	**For Buyer** Name: Position: Signature: Date:	**For the Seller** Name: Position: Signature: Date:
Vehicle Notes:		

Sincerely,

____

[•]

Project Manager