

MAX ANTICORROSION  
I. DEKA 12, 54629  
THESSALONICKI  
GREECE

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\* VARIATION ORDER \*  
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\* MEG H5029.02/1812600/C C9 \*  
\* \*  
• DATED 21/01/2009  
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## VARIATION ORDER

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BY THIS VARIATION MEG H5029.02/1812600/C DATED 21/01/2009 WE  
ARE MODIFYING:

OUR MAIN ORDER MEG H5029.00/1812600/C DATED 18/01/2008

VARIATION ORDER MEG H 5029.01/1812600/C DATED 10/11/2008

SPECIFICALLY WE ARE MODIFYING THE REF 002, CHANGING TYPE  
OF LINING FROM GLASS FLAKE TO RUBBER, QUANTITIES AND  
DELIVERY DATE, AND WE ARE UP DATING THE DEDELIVERY TIME  
OF REF 001-003.

THE TOTAL AMOUNT OF THIS PURCHASE ORDER CHANGES

FROM EURO 644.295,67  
TO EURO 712.744,77

(Seven-hundred-twelve-thousand-seven-hundred-forty.four/77)

\*\*\* REFERENCES OF THE PURCHASE ORDER \*\*\*

PROJECT NUMBER = EE3-100035 (1812600)  
 PROJECT NAME = WFGD MEGALOPOLIS  
 COUNTRY OF THE PROJECT = GREECE  
 OWNER = PPC

\* \* \* \*

IN ADDITION TO PURCHASE ORDER NO. MEG H 5029.00 DATED 20/01/2008 AND VARIATION ORDER MEG H 5029.01 DATED 10/11/2008, WE HEREWITH MAKE AMENDMENT TO THE PREVIOUS ORDER AS FOLLOWS

SCOPE OF WORK

RIF Ref	CODICE ARTICOLO Item - code	CONSEGNA Delivery	UM Um	QUANTITA' Quantity	DIV Cur	PREZZO UNITARIO Unit-Price
002	CUN 10	30/04/2009	M2.	550	Euro	195,66
	SUPPLY AND APPLICATION AT SITE OF RUBBER LINING OF WASTE WATER PUMPS AND TRENCH IN COMPLETE ACCORDANCE WITH OUR MATERIAL REQUISITION NR.A08 00 HTO MMR 008A DATED 29/06/2007 (WITH HAND MODIFICATION DATED 09/01/2007) AND RELEVANT ATTACHMENTS.					

→	Total amount				Euro	<b>107.613,00</b>
→	Total amount for this variation order				Euro	<b>68.449,10</b>

D) PAYMENT TERMS VALID FOR VARIATION ORDER No. MEG H5029.02 REF 002 ONLY

ALL PAYMENTS WILL TO BE MADE AGAINST THE SUPPLIER'S CORRECT INVOICES, AT 30 DAYS FROM INVOICE DATE END OF MONTH, EXCEPT FOR THE FIRST 25% OF ADVANCE PAYMENT AT PRESENTATION OF YOUR INVOICE WITHIN 10 (TEN) DAYS FROM INVOICE DATE DIRECT REMITTANCE.

PAYMENTS UNDER THE PRESENT PURCHASE ORDER SHALL BE MADE IN EURO AS FOLLOW AND PROVIDED WE HAVE RECEIVED BY YOU AS FOLLOWS:

- YOUR ACCEPTANCE OF OUR FORMAL ORDER WITHOUT RESERVES;

1. 25% (FIFTEEN PERCENT) OF THE TOTAL ESTIMATED AMOUNT OF THIS VARIATION ORDER, AS AN ADVANCE PAYMENT TO BE PAID AT INVOICE PRESENTATION WITHIN 10(TEN) DAYS, DIRECT REMITTANCE FROM ACCEPTANCE OF THIS VARIATION ORDER AND AFTER PRESENTATION OF AN ADVANCE PAYMENT BOND OF THE SAME AMOUNT, VALID UNTIL THE COMPLETION OF WORKS.
2. 75% OF THE TOTAL CONTRACT VALUE ON MONTHLY STATEMENT TO BE INVOICE AFTER APPROVAL OF MONTHLY WORK PROGRESS STATUS THAT SHALL BE PRESENTED FOR APPROVAL TO API (ALSTOM POWER SITE MANAGEMENT) WITH THE QUANTITIES PERFORMED IN THE MONTH, API (ALSTOM POWER SITE MANAGEMENT) WILL APPROVE THE MONTHLY PROGRESS STATEMENT WITHIN 7 (SEVEN) DAYS. THE PAYMENT WILL BE PERFORMED UPON PRESENTATION OF A PERFORMANCE BOND VALID UNTIL EXPIRATION OF THE GUARANTEE PERIOD. THE PAYMENT TO BE PAID AT 30 DAYS OF INVOICE DATE END OF MONTH.

THE BANK GUARANTEES TO BE ISSUED (AS PER ALSTOM POWER ITALIA FORM) AS INDICATED IN THE PURCHASE ORDER, SHALL BE OPENED BY A PRIMARY ITALIAN OR EUROPEAN BANK PROPOSED IN WRITING BY YOU AND APPROVED BY OUR ADMINISTRATIVE DEPARTMENT

E)  
BONDS

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**E.1) ADVANCE PAYMENT BOND**

IMMEDIATELY AFTER SIGNING THIS PURCHASE ORDER, THE SUB-CONTRACTOR SHALL PROVIDE AN IRREVOCABLE AND UNCONDITIONAL ADVANCE PAYMENT BOND, ACCORDING TO

ALSTOM Power Italia S.p.A.  
Viale Edison, 50  
20099 Sesto S. Giovanni  
Milano (Italy)

Greece Branch Office  
515 Mesogeion Avenue  
15342 Agia Paraskevi -Athens

VAT number: 099597741

ALSTOM POWER FORM, ISSUED BY A PRIMARY BANK WITH THE HEAD QUARTER BASED IN A COUNTRY UNDER EUROPEAN COMMUNITY IN AN AMOUNT OF 25% (TEN PERCENT) OF THE TOTAL ESTIMATED AMOUNT.

**E.2) PERFORMANCE PAYMENT BOND**

WHEN ISSUING THE FIRST WORK PROGRESS STATUS, YOU SHALL PROVIDE AN IRREVOCABLE AND UNCONDITIONAL PERFORMANCE BOND, ACCORDING TO OUR FORM, ISSUED BY A PRIMARY ITALIAN BANK OR FOREIGNER BANK WITH THE HEADQUARTER BASED IN A COUNTRY UNDER EUROPEAN COMUNITY IN AN AMOUNT OF 10% OF THE TOTAL ORDER AMOUNT TO GUARANTEE THE DUE AND FAITHFUL PERFORMANCE OF THE WORK.

THIS PERFORMANCE BOND SHALL EFFECTIVE UP TO THE END OF THE GUARANTEE PERIOD.

AFTER THAT WE SHALL IMMEDIATELY RETURN TO YOU THE PERFORMANCE BOND.

THE COST OF THE ABOVE BONDS SHALL BE IN ALL RESPECTS AT YOUR EXPENSES.

WE HAVE THE RIGHT TO BE PAID ON DEMAND WITHIN THE AMOUNT OF THE BONDS BY A SURETY, WHEN WE SHALL SUFFER DAMAGES DUE TO A YOUR FAULT.

**F)  
DELIVERY TIME**

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THE DATE OF DELIVERY OR WORKS COMPLETION DDU  
MEGALOPOLIS PLANT AND HERE BELOW:

- REF 001: 15/01/2009
- REF 002: 30/04/2009
- REF 003: 30/03/2009

- NOTE:

THE DATE OF DELIVERY WILL BE IN ACCORDANCE WITH THE SCHEDULE FABRICATION THAT WILL BE ISSUE BY YOU AND APPROVED TO US.

**V) ACKNOWLEDGMENT OF PURCHASE ORDER**

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AS CONFIRMATION OF THIS PURCHASE ORDER, THE SUPPLIER SHALL RETURN, TO THE ATTENTION OF THE BUYER, THE

ACKNOWLEDGEMENT DULY SIGNED WITHIN 15 (FIFTEEN) CALENDAR DAYS FROM THE DATE OF ALSTOM REPRESENTATIVES SIGNING THIS P.O., IF WE DO NOT RECEIVE

SUPPLIERS ACKNOWLEDGEMENT WITHIN THE ABOVE MENTIONED TIME, THE PURCHASE ORDER SHALL BE DEEMED ACCEPTED BY THE SUPPLIER. THE PAYMENT SHALL, IN ANY CASE, DONE WITHOUT A.M. CONFIRMATION.

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ALL THE OTHER CONDITIONS ARE UNCHANGED AND VALID TO EVERY EFFECT.

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WE REPEAT THE TOTAL AMOUN OF THE ORDER: EURO 712.744,77  
(Seven-hundred-twelve-thousand-seven-hundred-forty.four/77)

YOURS FAITHFULLY,

ALSTOM POWER ITALIA S.P.A.