

## **PUBLIC PROCUREMENT CONTRACT FOR GOODS**

**(Procurement of Zeta-Meter System with accompanying equipment for measuring zeta potential during flotation of mineral raw materials)**

Concluded on 17.07.2025.

### **CONTRACTING PARTIES:**

1. Mining and Metallurgy Institute Bor, Republic of Serbia, address: Albert Ajnštajn 1, Registration Number: 07130279, Tax ID: 100627146, represented by the legal representative, Director Dr Mile Bugarin, Scientific Advisor (hereinafter referred to as: the Purchaser), and
2. Melrose Solutions LLC, 1621 Industry Court, Suite 101, Harrisonburg, Virginia 22802, USA, represented by Director Jeffrey Armentrout (hereinafter referred to as: the Supplier).

### **The Contracting Parties confirm the following:**

- The Purchaser published Public Call No. 1366/25 on 11.06.2025 for submission of bids for the procurement of additional equipment – "Zeta-Meter System with accompanying equipment for measuring zeta potential during flotation of mineral raw materials" on the Purchaser's website;
- The Purchaser conducted the public procurement procedure in accordance with the call and evaluated the received bids;
- The Purchaser, by Decision on Contract Award No. 1683/25 dated 03.07.2025, selected the bid of Melrose Solutions LLC, Harrisonburg, Virginia, USA as the most favorable.

### **SUBJECT OF THE CONTRACT**

#### **Article 1.**

The subject of this Sales Contract (hereinafter: the Contract) is the delivery of a Zeta-Meter System with accompanying equipment for measuring zeta potential during flotation of mineral raw materials.

### **LANGUAGE AND APPLICABLE LAW**

#### **Article 2.**

This Contract and its annexes are made in Serbian and English.

The laws of the Republic of Serbia apply to this Contract. In case of dispute, the governing law shall be the law of the Republic of Serbia.

## **CONTRACT VALUE**

### **Article 3.**

The total value of the goods (equipment and services) from Article 1. of this Contract is **USD 20,250.00** (in words: twenty thousand two hundred fifty US dollars).

The Purchaser shall take all legally prescribed actions before the competent authorities to exempt customs duties, as the procurement is financed from EU funds under the EU HORIZON EUROPE Project – “Novel Domestic Battery Grade Lithium Carbonate Value Chain for Green Life” (Project acronym “Li4life”) – Project No. 101137932.

*The price is fixed for the entire contract period and is not subject to change.*

## **INVOICING AND PAYMENT**

### **Article 4.**

The Purchaser shall make the payment to the Supplier's account as per provided payment instructions, as follows:

- **100%** advance payment of the offered price, i.e. **USD 20,250.00** (in words: twenty thousand two hundred fifty US dollars), within 7 days from the date of signing this Contract.

The Invoice must be delivered to the following address:

Mining and Metallurgy Institute Bor, Albert Ajnštajn 1, Bor, Republic of Serbia, Registration Number: 07130279, Tax ID: 100627146.

## **DELIVERY DEADLINE AND LOCATION**

### **Article 5.**

The delivery deadline for the equipment referred to in Article 1. is 4 weeks from the receipt of the full 100% advance payment and transport fee by the Purchaser.

The delivery date shall be the date the equipment arrives in Bor.

All damages to the goods during handling or transport to Bor, as well as loss or disappearance of any part or all goods, shall be borne by the Supplier.

In case the Supplier fails to deliver the goods within the agreed period, the Purchaser shall be entitled to charge a contractual penalty and to terminate the Contract.

## **INSPECTION AND ACCEPTANCE**

### **Article 6.**

The system is under a 5 year warranty. If the equipment arrives and not working properly but no visible damage is done to the packing material or the instrument, the supplier will make the system whole by repairing it or replacing with a new system upon return of the in-operatible one.

## FORCE MAJEURE

### Article 7.

Force majeure (natural disasters, decisions of competent authorities, sector-wide strikes, epidemics, etc.) exempts the affected Party from responsibility for full or partial non-performance of contractual obligations and damages caused thereby. Performance of obligations is postponed for the duration of the force majeure.

The Party affected by force majeure must immediately, and no later than within 48 (forty-eight) hours, notify the other Party in writing of the occurrence and estimated duration of the force majeure, submitting proof thereof, except for publicly available information.

## FINAL PROVISIONS

### Article 8.

- This Contract shall enter into force when the following conditions are met:
- The Contract is signed by the authorized representatives of both Parties;

The Purchaser has paid 100% advance of the contract price.

For all matters not regulated by this Contract, the provisions of the Law on Obligations and other applicable regulations shall apply.

Annexes are an integral part of this Contract, as follows:

Annex 1: The Bid

The Contracting Parties declare that they have read and understood the Contract and that all provisions represent their true will.

### Article 9.

This Contract is executed in four (4) identical copies, of which two (2) shall be kept by each Party.

## SIGNATORIES

Mining and Metallurgy Institute Bor

General Manager

Dr. Mile Bugarin, Scientific Advisor



Melrose Solutions LLC, Harrisonburg

General Manager

Jeffrey Armentrout