



ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

Ἐν Ἀθήναις
τῇ 3 Ἰουνίου 1955

ΤΕΥΧΟΣ ΠΡΩΤΟΝ

Ἀριθμὸς φύλλου 141

ΝΟΜΟΣ 5π' ἀρ. 9. 3253.

Ἄρθρον 3.

Περὶ κυρώσεως Συμβάσεως μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῶν συμπρατιουσῶν Ἑταιριῶν Hydrocarbon Research Inc, Hydrocarbon -- Mineralol, Friedrich Krupp Mashinen Und Stahlbau Rheinhausen καὶ Stahlunion Export, διὰ τὴν κατασκευὴν καὶ θέσιν εἰς λειτουργίαν Αὐλιστηρίου Πετρελαίων ἐν Ἑλλάδι, καὶ παροχῆς ἐξουσιοδοτήσεων εἰς τοὺς Ὑπουργοὺς ἐπὶ τοῦ Συντονισμοῦ τῆς Βιομηχανίας καὶ τῶν Οἰκονομικῶν.

ΠΑΥΛΟΣ

ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Ψηφισάμενοι ὁμοφώνως μετὰ τῆς Βουλῆς, ἀποφασίζομεν καὶ διατάσσομεν :

Ἄρθρον 1.

1. Κυροῦται ἡ ἀπὸ 8 Μαΐου 1955 Σύμβασις μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου, ὡς Ἐργοδότης καὶ τῶν συμπρατιουσῶν Ἑταιριῶν Hydrocarbon Research Inc, Hydrocarbon--Mineralol, Friedrich Krupp Maschinen Und Stahlbau Rheinhausen καὶ Stahlunion Export, ὡς Ἀναδόχου, διὰ τὴν κατασκευὴν καὶ θέσιν εἰς λειτουργίαν Αὐλιστηρίου Πετρελαίων ἐν Ἑλλάδι, μετὰ τῶν πρόσκαρτωμένων αὐτῇ σχεδίων ἐγγυητικῶν ἐπιστολῶν.

2. Ἀπασαί αἱ διατάξεις τῆς κατὰ τὰ ἀνωτέρω κυρουμένης Συμβάσεως ἀποκτῶσιν ἰσχὺν Νόμου.

Ἄρθρον 2.

Οἱ ἐπὶ τοῦ Συντονισμοῦ καὶ τῆς Βιομηχανίας Ὑπουργοὶ ἐξουσιοδοτοῦνται διὰ τοῦ παρόντος Νόμου ὥπως ὑπογράψωσι μετὰ τῆς Ἑταιρίας ATLANTIC τὴν ὑπὸ τοῦ ἁρθροῦ 4 τῆς ὡς ἄνω κυρουμένης Συμβάσεως προβλεπομένην Σύμβασιν διὰ τὴν χρησιμοποίησιν τῆς μεθόδου καταλυτικῆς ἀναμορφώσεως ATLANTIC.

Οἱ αὐτοὶ ἐπὶ τοῦ Συντονισμοῦ καὶ τῆς Βιομηχανίας Ὑπουργοὶ ἐξουσιοδοτοῦνται ὥπως :

1. Διαπραγματευθῶσι καὶ ὑπογράψωσι μετὰ τῆς Hydrocarbon Research Inc Σύμβασιν διὰ τὴν ἀνάθεσιν εἰς τὴν ἐν λόγῳ Ἑταιρίαν τῆς μελέτης καὶ ἐνδεδυγμένως τῆς ἐπιβλέψεως τῶν ἐκπολίσκων τμημάτων τοῦ Αὐλιστηρίου, ἅτινα δὲν περιελήφθησαν εἰς τὴν ἀπὸ 8 Μαΐου 1955 ἐν ἁρθρῳ 1 ἀναφερομένην Σύμβασιν.

1. Τμήμα 1100—Ἐγκαταστάσεις φορτώσεως ἐτοίμων προϊόντων (Loading Facilities).

2. Τμήμα 1600A—Ἐγκαταστάσεις ἐκφορτώσεως ἄργου πετρελαίου (Crude Oil Unloading, Storage And Pumping Facilities).

3. Τμήμα 1600B—Σωληνώσεις ἀπὸ θέσιν ἐκφορτώσεως ἄργου πετρελαίου εἰς θέσιν ἀποθηκεύσεως ἄργου πετρελαίου εἰς Μάγαρα (16' Pipelines).

4. Τμήμα 1700—Σωληνώσεις μεταφορᾶς προϊόντων Αὐλιστηρίου (Product Pipelines) καὶ

5. Τμήμα 300—παραγωγή υδρογονοποιημένων ἀερίων LPG.

2. Προβῶσιν εἰς τὴν διὰ διαγωνισμοῦ ἢ καὶ δι' ἀπ' εὐθείας διαπραγματεύσεων, κατόπιν ἐγκρίσεως τοῦ Ὑπουργικοῦ Συμβουλίου, ἀνάθεσιν τῆς προμηθεΐας τοῦ ἀπαιτουμένου ἐξοπλισμοῦ καὶ τῆς ἐκτελέσεως ὁπλάντων ἢ καὶ τινῶν τῶν ἐν παραγράφῳ 1 τοῦ παρόντος ἁρθροῦ ἀναφερομένων τμημάτων τοῦ Αὐλιστηρίου, ἅτινα δὲν περιελήφθησαν εἰς τὴν ἐν ἁρθρῳ 1 τοῦ παρόντος Νόμου ἀναφερομένην Σύμβασιν.

3. Προβῶσιν εἰς τὴν ἀνάθεσιν τῆς παρακολουθήσεως τῆς κατασκευῆς τοῦ ἐξοπλισμοῦ ἐν τῷ ἐξωτερικῷ καὶ τῆς παραλαβῆς αὐτοῦ εἰς εἰδικούς ξένους Οἴκους κατόπιν διαγωνισμοῦ ἢ δι' ἀπ' εὐθείας ἀναθέσεως.

"Αρθρον 4.

1. Διὰ τὴν πληρωμὴν τοῦ, διὰ τῆς κυρουμένης ὑπὸ τοῦ ἀρθρου 1 τοῦ παρόντος νόμου συμβάσεως, συμπεφωνημένου εἰς ξένον συνάλλαγμα τιμήματος, ὡς καὶ τοῦ τοιούτου τῶν, κατ' ἐξουσιοδότησιν τοῦ ἀρθρου 3 τοῦ παρόντος Νόμου, συν-ομολογηθησομένων συμβάσεων, ἐξουσιοδοτεῖται ὁ Ὑπουργὸς τῶν Οἰκονομικῶν ὅπως συνυπογράφοντος καὶ τοῦ Γενικοῦ Διευθυντοῦ Δημοσίου Λογιστικοῦ ἐκδίδῃ μετ' ἀπό-φασιν τοῦ Ὑπουργικοῦ Συμβουλίου γραμματίαι τοῦ Δημο-σίου Ταμείου (Bons Du Tresor), εἰς διαταγὴν τῶν μετὰ τοῦ Δημοσίου συμβαλλομένων προμηθευτῶν ἢ Ἀναδόχων τοῦ ἐξωτερικοῦ, πληρωτέων εἰς Γερμανικὰ Μάρκα ἢ εἰς ἕτερα ξένα νομίσματα, ὑπὸ τοὺς ἐν ταῖς συμβάσεσι προβλε-πομένους ὅρους, ὡς πρὸς τὸ κεφάλαιον καὶ τὸ ἐπιτόκιον.

Τὰ γραμματίαι ταῦτα ἐκδίδονται ἄνευ τελῶν χαρτοσήμου.

2. Τὸ κεφάλαιον καὶ οἱ τόκοι τῶν ἐκάστοτε ἐξοφλου-μένων γραμματίων, περὶ ὧν ἡ προηγουμένη παράγραφος, ἀπαλλάσσονται παντὸς φόρου, τέλους, τελῶν χαρτοσήμου καὶ οἰασδήποτε κρατήσεως ὑπὲρ Δημοσίου καὶ τρίτου.

3. Παρέχεται δυνάμει τοῦ παρόντος Νόμου ἡ ἐγκρισὶς ὅπως ἡ Τράπεζα τῆς Ἑλλάδος ἐγγυηθῇ, τὴν ὑπὸ τοῦ Δημο-σίου ἐκτέλεσιν τῶν ὅρων τῶν συνομολογουμένων συμβάσεων, ὡς πρὸς τὴν ἐκδοσιν, παράδοσιν καὶ πληρωμὴν ὑπὸ τοῦ Ἑλ-ληνικοῦ Δημοσίου, τῶν κατὰ τὰς ἀνωτέρω διατάξεις ἐκδι-δομένων γραμματίων καὶ τὴν εἰς ξένον συνάλλαγμα, εἰς δ' ἐξεδόθησαν, ἐξόφλησιν ὑπ' αὐτῆς τῶν ληγόντων γραμμα-τίων.

4. Πρὸς ἀσφάλειαν τῆς Τραπεζῆς τῆς Ἑλλάδος διὰ τὴν παρεχομένην ὑπ' αὐτῆς, ὡς ἀνωτέρω ἐγγυήσιν, παρέ-χεται εἰς αὐτήν, διὰ τοῦ παρόντος Νόμου, ἡ ἀμετάκλητος ἐντολὴ καὶ ἐξουσιοδότησις τοῦ Δημοσίου, ὅπως, ἐκ τοῦ παρ' αὐτῇ λογαριασμοῦ «Εἰσπράξεις καὶ Πληρωμαὶ Δημοσίου», ἀναλαμβάνῃ ἄνευ ἄλλης εἰδικῆς ἐντολῆς, πᾶν ποσὸν εἰς Δρα-χμάς, ὅπερ ἀπαιτεῖται διὰ τὴν ἀπόκτησιν ξένου συναλλάγμα-τος, πρὸς ἐξόφλησιν τῶν ληγόντων ὡς ἄνω γραμματίων τοῦ Δημοσίου.

"Αρθρον 5.

Εἰς τὸ ἀρθρον 2 τοῦ Ν. 3126)1955 (περὶ κυρώσεως τῆς ὑπ' ἀριθ. 1388)31.8.54 πράξεως τοῦ Ὑπουργοῦ Συμβου-λίου κλπ.) προστίθεται ἡ κάτωθι παράγραφος 4.

4. Ἡ πρόσληψις τοῦ προσωπικοῦ τῆς κατὰ τὴν παράγραφον 1 τοῦ παρόντος ἀρθρου εἰδικῆς προσωρινῆς ὑπηρεσίας, ἐνερ-γεῖται διὰ κοινῆς ἀποφάσεως τῶν Ὑπουργῶν Συντονισμοῦ καὶ Βιομηχανίας κατὰ παρέκκλισιν πάσης γενικῆς ἢ εἰδικῆς διατάξεως καὶ δὲν ὑπόκειται εἰς τοὺς περιορισμοὺς καὶ τὰς ὑποχρεώσεις τὰς ἐξ εἰδικῶν ἢ γενικῶν διατάξεων ἐπιβαλλο-μένας πρὸς τοὺς ἐργοδότες καὶ τὰς δημοσίας ὑπηρεσίας, ἡ δὲ διάθεσις εἰς τὴν αὐτὴν ὑπηρεσίαν ὑπαλλήλων ἄλλων δη-μόσιων ὑπηρεσιῶν γίνεται δι' ἀποσπάσεως ἐνεργομένης κατὰ παρέκκλισιν πάσης γενικῆς ἢ εἰδικῆς διατάξεως διὰ κοι-νῆς ἀποφάσεως τῶν Ὑπουργῶν Συντονισμοῦ καὶ Βιομηχα-νίας καὶ τοῦ Ὑπουργοῦ, εἰς οὗ τὴν ἀρμοδιότητα ὑπάγεται ὁ διατιθέμενος ὑπάλληλος.

Ὁ ἀριθμὸς καὶ ἡ εἰδικότης τοῦ προσλαμβανομένου καὶ διατιθεμένου δι' ἀποσπάσεως εἰς τὴν ὡς ἄνω κατὰ τὴν παρ. 1 εἰδικὴν προσωρινὴν ὑπηρεσίαν προσωπικοῦ, ὁρίζεται ἐκά-στοτε διὰ κοινῆς ἀποφάσεως τῶν Ὑπουργῶν Συντονισμοῦ, Οἰκονομικῶν καὶ Βιομηχανίας. Δι' ὁμοίας δὲ κοινῆς ἀποφά-σεως καὶ κατὰ παρέκκλισιν πάσης γενικῆς ἢ εἰδικῆς διατά-ξεως καθορίζονται αἱ ἀποδοχαὶ καὶ αἱ πάσης φύσεως πρό-δοτοι ἀμοιβαὶ καὶ ἀποζημιώσεις τοῦ προσωπικοῦ αὐτῆς, αἱ πάσης φύσεως πρόσθετοι ἀμοιβαὶ καὶ ἀποζημιώσεις τῶν με-λῶν τῶν παρ' αὐτῇ συσταθησομένων Συμβουλιῶν καὶ Ἐπι-τροπῶν, ὡς καὶ πᾶσα ἄλλη δαπάνη ἀναγκαία διὰ τὴν ἐκπλή-ρωσιν τοῦ σκοποῦ αὐτῆς.

Αἱ μηνιαῖαι ἀποδοχαὶ καὶ αἱ πάσης φύσεως πρόσθετοι ἀμοιβαὶ καὶ ἀποζημιώσεις τοῦ Τεχνικοῦ Διευθυντοῦ τῆς κατὰ τὴν παράγραφον 1 εἰδικῆς προσωρινῆς ὑπηρεσίας δύ-νανται, ἐφ' ὅσον τυγχάνει ἑμμίσθους δημόσιος ὑπάλληλος, νὰ ἀνέλθουν κατ' ἐξάφρῃ τῶν καίμενων διατάξεων μέχρι τοῦ διπλασίου τῶν τακτικῶν ἀποδοχῶν τῆς δημοσίας αὐτοῦ θέσεως.

"Αρθρον 6.

Ἡ κυρουμένη διὰ τοῦ παρόντος Σύμβασις περὶ ἧς τὸ ἀρ-θρον 1 μετὰ τῶν πρόσηρτημένων ἐγγυητικῶν ἐπιστηλῶν ἔχει οὕτω :

ΣΥΜΒΑΣΙΣ

Ἐν Ἀθήναις σήμερον τὴν ὀγδόην (8) Μαΐου 1955 μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου, εκπροσωπούμενου ἐν προκειμένῳ διὰ τὴν ὑπογραφήν τῆς παρούσης συμβάσεως ὑπὸ τῶν Ὑπουργῶν 1) Συντονισμοῦ, κ. Π. Παπαληγόρου καὶ 2) Βιομηχανίας, κ. Α. Πρωτοπαπαδάκη, ἐξουσιοδοτηθέντων πρὸς τοῦτο δυνάμει τῆς ὑπ' ἀριθμ. 247/29.1.55 πράξεως τοῦ Ὑπουργικοῦ Συμβουλίου καὶ καλουμένου ἐφεξῆς «Ὁ Ἐργοδότης» ἑνὲς, καὶ ἄφ' ἑτέρου τῶν Ἑταρειῶν:

1. HYDROCARBON RESEARCH INC, εκπροσωπούμενης ὑπὸ τοῦ Dr. G. RINGER.

2. HYDROCARBON-MINERAL OEL, Ἑταιρείας περιορισμένης εὐθύνης, εκπροσωπούμενης ὑπὸ τοῦ Dr. H. SAVELSBERG.

3. FRIEDRICH KRUPP MASCHINEN UND STAHLBAU RHEINHAUSEN, εκπροσωπούμενης ὑπὸ τοῦ κ. P. SCHAEFER.

4. STAHLUNION - EXPORT, Ἑταιρείας περιορισμένης εὐθύνης, εκπροσωπούμενης ὑπὸ τοῦ Dr. K. BIRRENBACH, ἀναφερομένων τοῦ λοιποῦ «Ὁ Ἀνάδοχος» συνωμολογήθησαν τὰ ἑπόμενα.

ΠΡΟΟΙΜΙΟΝ

Ὁ Ἐργοδότης ἐδημοσίευσεν τὴν 16ην Ἰουλίου 1954, ἐν Ἀθήναις, πρόσκλησιν πρὸς ὑποβολὴν προτάσεων διὰ τὴν κατασκευὴν καὶ θέσιν εἰς λειτουργίαν Διυλιστηρίου Πετρελαίων ἐν Ἑλλάδι, κατὰ δὲ τὴν 29ην Ἰουλίου 1954 ἐξέδωκεν ἐπεξηγηματικὴν ἐγκύκλιον, ἅτινα ἔγγραφα ἀμφότερα θὰ καλῶνται ἐφεξῆς συλλογικῶς «Ἡ Πρόκληρυξις».

Κατόπιν τῆς ἐν λόγω προκήρυξεως ὁ Ἀνάδοχος ὑπέβαλεν εἰς τὸν Ἐργοδότην πρότασιν κατασκευῆς τοῦ Διυλιστηρίου, ὑπὸ ἡμερομηνίαν 15ην Σεπτεμβρίου 1954, συνοδευμένην ὑπὸ Τραπεζιτικῆς ἐγγυήσεως ἀπαιτουμένης συμφώνως πρὸς τὴν Πρόκληρυξιν, ἥτις πρότασις ἐμελετήθη ὑπὸ Ἐπιτροπῆς διορισθείσης παρὰ τοῦ Ἐργοδότητος ὡς καὶ ὑπὸ τοῦ Συμβούλου αὐτοῦ.

Ὁ Ἐργοδότης ἡτήσατο τὴν τροποποίησιν τῆς ἀρχικῆς προτάσεως τοῦ Ἀναδόχου, διὰ τοῦ ἀπὸ 13 Δεκεμβρίου 1954, ὑπ' ἀριθμ. 55341 ἔγγραφου τοῦ Ὑπουργείου Συντονισμοῦ, ἐπὶ τῇ βάσει Γενικῶν Προδιαγραφῶν ἀσκατήρησεν ὁ Σύμβουλος.

Τοῦ ἔγγραφου τούτου καὶ τῶν Γενικῶν Προδιαγραφῶν ἔλαβε πλήρη γνῶσιν ὁ Ἀνάδοχος, ὅστις καὶ ὑπέβαλεν ἀναθεωρημένην πρότασιν ὑπὸ ἡμερομηνίαν 8 Ἰανουαρίου 1955.

Κατόπιν ὅμως μετεγενεστέρων διαπραγματεύσεων, καὶ ὡς ὁ Ἐργοδότης ἡτήσατο τροποποίησιν ὁρισμένων τμημάτων τοῦ ἔργου, ὁ Ἀνάδοχος ὑπέβαλεν εἰς τὸ Ὑπουργεῖον Συντονισμοῦ ἡ Γενικὴν Διεύθυνσιν τὰς συμπληρωματικὰς προσφορὰς, ὡς ἀναφέρονται περιληπτικῶς εἰς τὴν ἐπιστολὴν τοῦ Ἀναδόχου πρὸς τὸν Ἐργοδότην ὑπὸ ἡμερομηνίαν 5 Μαΐου 1955, δι' ὧν συμπληρώσεν ἐτροποποιήθη καὶ συνεπληρώθη εἰς τινὰ σημεία ἢ ἀπὸ 8 Ἰανουαρίου 1955 προσφορὰ αὐτοῦ.

Ἡδὲ ὁ Ἐργοδότης ἀναθέτει εἰς τὸν Ἀνάδοχον τὴν κατασκευὴν τοῦ Διυλιστηρίου, ὡς τοῦτο ἀναλυτικώτερον προσδιορίζεται ἐν τοῖς ἀρθροῖς 1 καὶ 2 τῆς παρούσης Συμβάσεως καὶ τῷ Τεύχει τελικῶν προτάσεων, ὅπου ἀποτελεῖ τὸ Παράρτημα I τῆς Συμβάσεως, ὁ δὲ Ἀνάδοχος ἀναδέχεται τὴν ἐκτέλεσιν τοῦ ἀνατιθεμένου εἰς αὐτὸν ἔργου ὑπὸ τοῖς ἀκολουθούσιν ὅροις καὶ συμφωνίαις.

ΑΝΤΙΚΕΙΜΕΝΟΝ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

Ἄρθρον 1.

1. Ἀντικείμενον τῆς παρούσης συμβάσεως εἶναι ἡ ὑπὸ τοῦ Ἀναδόχου προμήθεια πάντων τῶν ἀπαιτουμένων μηχανημάτων, ἐξαρτημάτων καὶ ἐξοπλισμοῦ ἐν γένει, ἢ ἐγκαταστάσεις αὐτῶν καὶ ἡ ἐκτέλεσις τῶν συναφῶν ἔργων πολιτικοῦ μηχανικοῦ, συμπεριλαμβανομένων καὶ ὅλων τῶν ἀναγ-

καίων βοηθητικῶν ἐξωτερικῶν ἐγκαταστάσεων, ὡς αὐταὶ καθορίζονται κατωτέρω, διὰ τὴν κατασκευὴν καὶ παράδοσιν εἰς κατάστασιν λειτουργίας ἐνὸς πλήρους Διυλιστηρίου Πετρελαίων, ἱκανότητος κατεργασίας τριάκοντα χιλιάδων (30.000) βαρελίων ἀργοῦ πετρελαίου καθ' ἑκάστον εἰκοσιτετράωρον συνεχοῦς ἐργασίας.

Τὸ Διυλιστήριον θὰ εἶναι ἱκανὸν νὰ κατεργάζεται ἀργὸν πετρέλαιον τῶν τύπων ARAMCO, KIRKUK, KUWAIT, IRENIAN EXPORT, QATAR, ὡς καὶ ἄλλα εἶδη ἀργοῦ πετρελαίου ἢ μίγματα αὐτῶν τὰ ὅποια θὰ ἔχουν παρομοίας ιδιότητας.

2. Τὸ Διυλιστήριον θὰ κατασκευασθῇ ἐπὶ γηπέδου ἀπαλλοτριωθησομένου ὑπὲρ τοῦ Δημοσίου, ἐκτάσεως ὡς ἐγγίστα 1.162.000 τετραγ. μέτρων, κειμένου παρὰ τὸν ὄρμον τοῦ Ἀσπροπόργου καὶ ἀποτετυπωμένου ἐπὶ Σχεδιαγράμματος τῆς Τοπογραφικῆς Ὑπηρεσίας τοῦ Ὑπουργείου Συγκοινωνιῶν καὶ Δημοσίων Ἔργων, ὑπὸ ἡμερομηνίαν 10 Μαρτίου 1955 καὶ ἐμφαινόμενου ὑπὸ στοιχεῖα Α, Β, Γ, Δ, Ε, F, G, Η καὶ Ι ἐπισυναπτομένου τῇ παρούσῃ συμβάσει ἐν Παραρτήματι II.

Αἱ ἐγκαταστάσεις ἐναποθηκέσεως ἀργοῦ πετρελαίου θὰ κατασκευασθῶν ἐπὶ γηπέδου ἐκτάσεως ὡς ἐγγίστα 70.000 τετραγ. μέτρων, κειμένου παρὰ τὴν παραλίαν ἐν τῇ περιοχῇ Μεγάρων καὶ ἀποτετυπωμένου ἐπὶ Σχεδιαγράμματος τῆς Τοπογραφικῆς Ὑπηρεσίας τοῦ Ὑπουργείου Συγκοινωνιῶν καὶ Δημοσίων Ἔργων, ὑπὸ ἡμερομηνίαν Μαρτίου 1955 ἐμφαινόμενου ὑπὸ στοιχεῖα α, β, γ καὶ δ ἐπισυναπτομένου δὲ τῇ παρούσῃ συμβάσει ἐν Παραρτήματι III, ἢ εἰς ἄλλην θέσιν, ὑποδειχθησομένην ὑπὸ τοῦ Ἐργοδότητος ἐντὸς τῆς ἐν ἄρθρῳ 6 παραγρ. 1 τῆς παρούσης συμβάσεως καθοριζομένης προθεσμίας τεσσάρων (4) ἐβδομάδων ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως.

ΓΕΝΙΚΗ ΠΕΡΙΓΡΑΦΗ ΤΟΥ ἜΡΓΟΥ

Ἄρθρον 2.

1. Τὰ διάφορα τμήματα τοῦ κατασκευασθησομένου ἔργου μετὰ τῶν ἀριθμῶν ἀναγνωρίσεως τούτων, ὡς ταῦτα λεπτομερῶς ἀναφέρονται καὶ περιγράφονται εἰς τὸ Τεῦχος τελικῶν προτάσεων εἶναι τὰ ἑξῆς:

ΜΟΝΑΔΕΣ ΕΠΕΞΕΡΓΑΣΙΑΣ

ΤΜΗΜΑ 100—ΜΟΝΑΣ ΑΠΟΣΤΑΞΕΩΣ ΑΡΓΟΥ ΠΕΤΡΕΛΑΙΟΥ

A. Μονὰς ἀποστάξεως ἀργοῦ πετρελαίου. Ἡ μονὰς αὕτη θὰ μελετηθῇ διὰ τὴν ἐπεξεργασίαν τῶν ἐν ἄρθρῳ 1, παραγρ. 1 τῆς παρούσης συμβάσεως καθοριζομένων ποιότητων ἀργοῦ πετρελαίου καὶ θὰ περιλαμβάνη τὰ ἐνδεδειγμένα μέτρα προστασίας κατὰ τῆς σκωριόσεως.

B. Μονὰς ἀποστάξεως κενοῦ.

Γ. Μονὰς ἡλεκτρικῆς ἀφαιρώσεως.

ΤΜΗΜΑ 200—ΜΟΝΑΣ ΚΑΤΑΛΥΤΙΚΗΣ ΑΝΑΜΟΡΦΩΣΕΩΣ ΜΕΤ' ΑΠΟΜΑΚΡΥΝΣΕΩΣ ΤΟΥ ΥΔΡΟΦΙΟΥ ΔΙΑ ΜΕΘΑΝΟΛΑΜΙΝΗΣ (MEA) ΚΑΙ ΣΤΑΘΕΡΟΠΟΙΗΣΕΩΣ

Τὸ τμήμα τοῦτο περιλαμβάνει ἐπίσης ἐν φορτίῳ καταλόγου λειτουργίας ἐγκατεστημένου καὶ ἐν φορτίῳ καταλόγου ἐν ἐφεδρείᾳ ὡς καθορίζεται ἐν ἄρθρῳ 17 παραγρ. 2.

ΤΜΗΜΑ 300 - ΠΑΡΑΓΩΓΗ ΥΠΟΠΟΙΗΜΕΝΩΝ ΑΕΡΙΩΝ ΠΡΟΠΑΝΙΟΥ ΚΑΙ ΒΟΥΤΑΝΙΟΥ (L.P.G. PRODUCTION).

Ὁ Ἀνάδοχος προσφέρεται νὰ προμηθεύσῃ τὸ ὑλικὸν διὰ τὴν ἐν λόγω μονάδα CIF Πειραιᾶ εἰς τὴν τιμὴν Γερμανικῶν Μάρκων 383.200. Εἰς τὴν τιμὴν αὐτὴν περιλαμβάνεται καὶ ἡ ἀμοιβὴ τοῦ Ἀναδόχου διὰ τὴν διενέργειαν τῶν μελετῶν καὶ σχεδίων τῆς μονάδος ταύτης σὺν ὅλῃ ὅμως καὶ ἡ δαπάνη ἐγκαταστάσεως ταύτης. Ἐν τούτοις τὸ κόστος τῆς μονάδος

ταύτης δὲν περιλαμβάνεται εἰς τὸ συμφωνηθὲν εἰς ξένον συνάλλαγμα τίμημα, ὃ δὲ Ἀνάδοχος ἐπὶ τοῦ παρόντος δὲν θὰ ἐκτελέσῃ τὴν μελέτην καὶ τὰ σχέδια διὰ τὴν μονάδα ταύτην. Ἐὰν ὁ Ἐργοδότης ἀποφασίσῃ μεταγενεστέρως τὴν ἐγκατάστασιν τῆς τοιαύτης μονάδος καὶ ἀνάθεσιν τῆς παραγγελίας εἰς τὸν Ἀνάδοχον, ἡ προταθεῖσα τιμὴ ὑπόκειται εἰς ἀναθεώρησιν.

ΤΜΗΜΑ 400 - ΜΟΝΑΣ ΠΑΡΑΓΩΓΗΣ ΑΣΦΑΛΤΟΥ.

ΤΜΗΜΑ 500-ΕΞΟΠΛΙΣΜΟΣ ΚΑΤΕΡΓΑΣΙΑΣ

A - Μονὰς γλυκάνσεως φωτιστικοῦ πετρελαίου.

B - Μονὰς γλυκάνσεως καυσίμου ἀεροπροωθουμένων.

Γ - Μονὰς καυστικῆς ἐκπύσεως ἐλαίου Ντῆζελ.

ΤΜΗΜΑ 600 - ΜΟΝΑΣ ΠΡΟΣΜΙΞΕΩΣ ΤΕΤΡΑΛΙΟΥΧΟΥ ΜΟΛΥΒΔΟΥ

ΒΟΗΘΗΤΙΚΑΙ ΕΓΚΑΤΑΣΤΑΣΕΙΣ

ΤΜΗΜΑ 700 - ΑΠΟΘΗΚΕΥΣΙΣ ΑΡΓΟΥ ΠΕΤΡΕΛΑΙΟΥ ΚΑΙ ΠΡΟ-Ι-ΟΝΤΩΝ ΕΙΣ ΤΗΝ ΘΕΣΙΝ ΤΟΥ ΔΙ-Υ-ΛΙΣΤΗΡΙΟΥ.

ΤΜΗΜΑ 1600 C - ΑΠΟΘΗΚΕΥΣΙΣ ΑΡΓΟΥ ΠΕΤΡΕΛΑΙΟΥ ΕΙΣ ΘΕΣΙΝ ΜΕΓΑΡΩΝ

ΤΜΗΜΑ 800 - ΣΥΣΤΗΜΑ ΚΑΤΑΣΒΕΣΕΩΣ ΠΥΡΟΣ.

ΤΜΗΜΑ 900 - ΣΥΣΤΗΜΑ ΑΝΤΛΗΣΕΩΣ ΚΑΙ ΔΙΑΝΟΜΗΣ ΥΔΑΤΟΣ ΨΥΞΕΩΣ

ΤΜΗΜΑ 1000 - ΣΤΑΘΜΟΣ ΠΑΡΑΓΩΓΗΣ ΗΛΕΚΤΡΙΚΗΣ ΕΝΕΡΓΕΙΑΣ

ΤΜΗΜΑ 1200 - ΑΠΟΧΕΤΕΥΣΙΣ

ΤΜΗΜΑ 1300 - ΜΟΝΑΔΕΣ ΚΟΙΝΑΙ ΕΙΣ ΔΙΑΦΟΡΑ ΤΜΗΜΑΤΑ

1. Σύστημα διανομῆς μαζούτ, καὶ ἀερίου πρὸς καυσίν.
2. Σύστημα περισυλλογῆς ἀτμοῦ ἐξαερώσεως καὶ διαφεύγοντος ἀερίου.
3. Σύστημα διανομῆς ἀέρος
4. Σύστημα διανομῆς ὕδατος
5. Σύστημα διανομῆς ἡλεκτρικοῦ ρεύματος
6. Ἐγκαταστάσεις τηλεφώνου, συναγερμοῦ πυρκαϊᾶς καὶ σηματοδοτήσεως.
7. Γενικαὶ ἐγκαταστάσεις

ΤΜΗΜΑ 1400 - ΣΥΣΤΗΜΑ ΣΩΛΗΝΩΣΕΩΝ ΜΕΤΑΞΥ ΤΩΝ ΔΙΑΦΟΡΩΝ ΤΜΗΜΑΤΩΝ ΤΟΥ ΔΙ-Υ-ΛΙΣΤΗΡΙΟΥ

ΤΜΗΜΑ 1500 - ΓΡΑΦΕΙΑ ΔΙΟΙΚΗΣΕΩΣ ΚΑΙ ΛΟΙΠΑΙ ΚΤΙΡΙΑΚΑΙ ΕΓΚΑΤΑΣΤΑΣΕΙΣ.

ΤΜΗΜΑ 1600 D - ΣΩΛΗΝΩΣΕΙΣ ΑΡΓΟΥ ΠΕΤΡΕΛΑΙΟΥ ΑΠΟ ΘΕΣΙΝ ΑΠΟΘΗΚΕΥΣΕΩΣ ΑΡΓΟΥ ΠΕΤΡΕΛΑΙΟΥ ΜΕΓΑΡΩΝ ΕΙΣ ΤΗΝ ΘΕΣΙΝ ΤΟΥ ΔΙ-Υ-ΛΙΣΤΗΡΙΟΥ.

ΤΜΗΜΑ 1800 - ΑΝΤΑΛΛΑΚΤΙΚΑ

2. Διὰ τὴν ὁλοκλήρωσιν τοῦ Διυλιστηρίου ἀπαιτεῖται ἐπίσης ἡ προμήθεια καὶ ἀνέγερσις τῶν ἀκολουθῶν τμημάτων.

ΤΜΗΜΑ 1100 - ΕΓΚΑΤΑΣΤΑΣΕΙΣ ΦΟΡΤΩΣΕΩΣ ΕΤΟΙΜΩΝ ΠΡΟ-Ι-ΟΝΤΩΝ

ΤΜΗΜΑ 1600 A- ΕΓΚΑΤΑΣΤΑΣΕΙΣ ΕΚΦΟΡΤΩΣΕΩΣ ΑΡΓΟΥ ΠΕΤΡΕΛΑΙΟΥ

ΤΜΗΜΑ 1600 B- ΣΩΛΗΝΩΣΕΙΣ ΑΠΟ ΘΕΣΙΝ ΕΚΦΟΡΤΩΣΕΩΣ ΑΡΓΟΥ ΠΕΤΡΕΛΑΙΟΥ ΕΙΣ ΘΕΣΙΝ ΑΠΟΘΗΚΕΥΣΕΩΣ ΑΡΓΟΥ ΠΕΤΡΕΛΑΙΟΥ ΕΙΣ ΜΕΓΑΡΑ.

ΤΜΗΜΑ 1700 - ΣΩΛΗΝΩΣΕΙΣ ΜΕΤΑΦΟΡΑΣ ΠΡΟ-Ι-ΟΝΤΩΝ ΔΙ-Υ-ΛΙΣΤΗΡΙΟΥ

Τὰ ἀνωτέρω τμήματα δὲν περιλαμβάνονται εἰς τὸ συνολικὸν εἰς ξένον συνάλλαγμα τίμημα καὶ ὁ Ἀνάδοχος οὐδεμίαν ἀναλαμβάνει ὑποχρέωσιν διὰ τῆς παρούσης συμβάσεως διὰ τὴν μελέτην, προμήθειαν τοῦ ἐξοπλισμοῦ καὶ ἀνέγερσιν τῶν τμημάτων τούτων.

Ὁ Ἐργοδότης διατηρεῖ τὸ δικαίωμα νὰ ἀναθέσῃ ἐπίσης εἰς τὸν Ἀνάδοχον τὴν προμήθειαν τοῦ ἐξοπλισμοῦ καὶ τὴν

ἀνέγερσιν τῶν τμημάτων τούτων διὰ συμπληρωματικῆς συμβάσεως, ὑπὸ ὅρους καὶ συμφωνίας καθορισθησέμενου κατὰ τὸν χρόνον τῆς καταρτίσεως τῆς συμπληρωματικῆς συμβάσεως, ἢ νὰ προβῇ εἰς τὴν προμήθειαν τοῦ ὕλικου καὶ ἐξοπλισμοῦ καὶ νὰ ἀναθέσῃ τὴν ἐγκατάστασιν αὐτοῦ ἐπὶ τῇ βάσει διαγωνισμοῦ. Ἐννοεῖται ἀπολύτως ὅτι ὁ Ἐργοδότης δικαιούται νὰ ἐνεργήσῃ ἐν προκείμενῳ κατὰ τὴν κρίσιν του, μὴ ἀναλαμβάνων οὐδεμίαν ὑποχρέωσιν ἐναντι τοῦ Ἀναδόχου διὰ τὴν ἀνάθεσιν εἰς τοῦτον τῆς προμηθείας καὶ ἀνέγερσεως τῶν ἀνωτέρω τμημάτων.

ΟΡΟΛΟΓΙΑ

"Αρθρον 3.

1. "Οπου ἐν τῇ παρούσῃ συμβάσει ἀναφέρεται ὁ ὅρος «Διυλιστήριο» νοεῖται τὸ ἐν ταῖς ἄρθροις 1 καὶ 2 τῆς παρούσης συμβάσεως περιγραφόμενον ἔργον.

2. "Οπου ἐν τῇ παρούσῃ συμβάσει ἀναφέρεται ὁ ὅρος «θέσις Διυλιστηρίου» νοεῖται ἡ περιοχὴ ἡ περιγραφομένη ἐν τῷ ἄρθρῳ 1 παράγρ. 2 τῆς παρούσης συμβάσεως.

3. "Οπου ἐν τῇ παρούσῃ συμβάσει ἀναφέρεται ὁ ὅρος «θέσις ἐναποθηκεύσεως ἀργοῦ πετρελαίου» νοεῖται ἡ περιοχὴ ἡ ἀναφερομένη ἐν τῷ ἄρθρῳ 1 παράγρ. 2 ἐδάφ. β τῆς παρούσης συμβάσεως ὡς καὶ ἡ θέσις σωληνώσεων τοῦ ἀργοῦ πετρελαίου ἀπὸ τοῦ σημείου ἐκφορτώσεως εἰς τὴν θέσιν ἐναποθηκεύσεως τοῦ ἀργοῦ πετρελαίου καὶ ἐκεῖθεν εἰς τὸ Διυλιστήριο.

4. "Οπου ἐν τῇ παρούσῃ συμβάσει ἀναφέρεται ὁ ὅρος «Σύμβουλος» νοεῖται ὁ Εἰδικὸς Τεχνικὸς Σύμβουλος τοῦ Ἐργοδότη GARMISTEAD AND Co., οὗτινος τὰ Γραφεῖα κατὰ τὴν ὑπογραφὴν τῆς παρούσης συμβάσεως εὐρίσκονται ἐν Ἀθήναις καὶ ἐπὶ τῆς ὁδοῦ Σταδίου ἀρ. 4

5. "Οπου ἐν τῇ παρούσῃ συμβάσει ἀναφέρεται ὁ ὅρος «Τεῦχος τελικῶν προτάσεων» νοεῖται τὸ ἀποτελοῦν τὸ Παράρτημα I τῆς παρούσης συμβάσεως Βιβλίον ὑπὸ τὸν τίτλον «Ἑλληνικὸν Διυλιστήριο» ἰκανότητος ἐπεξεργασίας 1.300.000 μετρικῶν τόννων ἐτησίως ἀργοῦ πετρελαίου, ARAMCO, Μάρτιος 1955 Τελικὴ Πρότασις, Τμήματα I καὶ II (GREEK REFINERY 1.300.000 MT/Y ARAMCO CRUDE OIL, MARCH 1955 FINAL PROPOSAL-SECTIONS I AND II).

6. "Οπου ἐν τῇ παρούσῃ συμβάσει ἀναφέρεται ὁ ὅρος «ATLANTIC» νοεῖται ἡ Ἑταιρεία ATLANTIC REFINING COMPANY, 2700 PASSYUNK AVENUE, PHILADELPHIA, PA, U.S.A.

7. "Οπου ἐν τῇ παρούσῃ συμβάσει ἀναφέρεται ὁ ὅρος «Μέθοδος ATLANTIC Καταλυτικῆς Ἀναμορφώσεως» νοεῖται ἡ μέθοδος ἡ ὁποία ἔχει ἀναπτυχθῇ καὶ κατοχυρωθῇ διὰ προνομίου εὑρεσιτεχνίας ὑπὲρ τῆς ATLANTIC διὰ τὴν ἀναμόρφωσιν ὕδατανθράκων πετρελαίου ἐντὸς τῶν σημείων ζέσεως τῆς βενζίνης τῇ ἐπιδράσει καταλυτῶν περιεχόντων πλατίνην ἢ παλλάδιον.

8. "Οπου ἐν τῇ παρούσῃ συμβάσει ἀναφέρεται ὁ ὅρος «βαρέλιον» σημαίνει τεσσαράκοντα δύο (42) γαλλόνια τῶν Ἡνωμένων Πολιτειῶν τῶν διακοσίων τριάκοντα ἐνδς (231) κυβικῶν ἰντσῶν, μετρούμενων ὑπὸ 60° F 158.90 λίτρ. ὑπὸ 15.6° τοῦ ἐκατοσταβάθμου.

9. "Οπου ἐν τῇ παρούσῃ συμβάσει ἀναφέρεται ὁ ὅρος «Ἐργάσιμος ἡμέρα» σημαίνει εἴκοσι τέσσαρας (24) συνεχεῖς ὥρας ἐργασίας.

ΜΕΘΟΔΟΣ ΚΑΤΑΛΥΤΙΚΗΣ ΑΝΑΜΟΡΦΩΣΕΩΣ

"Αρθρον 4.

1. Ὁ Ἐργοδότης συμφωνεῖ ὅπως προβῇ εἰς τὴν σύνταξιν συμβάσεως χρησιμοποίησεως ἀδείας εὑρεσιτεχνίας μετὰ τῆς ATLANTIC, σχετικῶς μετὰ τὴν χρησιμοποίησιν τῆς «μεθόδου καταλυτικῆς ἀναμορφώσεως ATLANTIC» καὶ ἥτις σύμβασις θὰ περιλαμβάνῃ ἐγγυήσεις καὶ ἐνεργείας σχετικὰς μετὰ τὴν ἐπιβλέψιν τῆς ἀρχικῆς λειτουργίας τῆς δι' ἀδείας εὑρεσιτεχνίας ἀνεγνωρισμένης ἀναμορφωτικῆς μανδός.

Ἡ ὑπὸ τοῦ Ἀναδόχου ἐκτέλεσις τῶν ὥρων τῆς παρούσης συμβάσεως τελεῖ ὑπὸ τὴν αἵρεσιν τῆς συνάψεως τῆς ὡς ἔνω συμβάσεως μετὰ τῆς ATLANTIC ἐντὸς τεσσάρων (4) ἐβδομάδων ἀπὸ τῆς υπογραφῆς τῆς παρούσης συμβάσεως.

2. Ὁ Ἀνάδοχος ὑπέδειξεν εἰς τὸν Ἐργοδότην τὴν μέθοδον ATLANTIC καταλυτικῆς ἀναμορφώσεως ὡς τὴν πλέον κατάλληλον διὰ τὸ ὑπὸ τῆς παρούσης συμβάσεως προβλεπόμενον Διυλιστήριον.

Ὁ Ἀνάδοχος ἀναλαμβάνει πλήρη τὴν εὐθύνην διὰ τὴν κατασκευὴν τῆς μονάδος καταλυτικῆς ἀναμορφώσεως συμφώνως πρὸς τὰ σχέδια καὶ τὰς προδιαγραφὰς τῆς ATLANTIC καὶ ὑπόσχεται νὰ ἐκτελέσῃ τὴν κατασκευὴν τοῦ τμήματος τούτου τοῦ Διυλιστηρίου χρησιμοποιοῦν καλῆς ποιότητος ἐργασίαν καὶ πρώτης τάξεως ὕλικα.

ΓΕΝΙΚΟΙ ΟΡΟΙ

Ἀρθρον 5.

1. Αἱ σχέσεις μεταξὺ τῶν συμβαλλομένων μερῶν δέον ὥπως διέπονται ὑπὸ πνεύματος ἀρμονικῆς συνεργασίας καὶ ὅλην τὴν διάρκειαν ἐκτελέσεως τῆς παρούσης συμβάσεως.

Τὰ συμβαλλόμενα μέρη ρητῶς συμφωνοῦν ὅτι αἱ διατάξεις τῆς παρούσης συμβάσεως θὰ διέπουν τὰ δικαιώματα καὶ τὰς υποχρεώσεις αὐτῶν κατὰ τὴν κατασκευὴν τοῦ Διυλιστηρίου, ὅτι ἡ παρούσα σύμβασις ἐνσωματώνει τὴν πλήρη συμφωνίαν αὐτῶν καὶ ὅτι δὲν ὑφίστανται ἕτεραι γραπτὰ ἢ προφορικὰ συμφωνία περὶ τῶν ὥρων τῆς παρούσης συμβάσεως καὶ τῶν παραρτημάτων αὐτῆς.

Τὰ συμβαλλόμενα μέρη συμφωνοῦν περαιτέρω, ὅτι θὰ παραμείνουν ἀμετάβλητοι αἱ διατάξεις τῆς παρούσης συμβάσεως, μὴ δυνάμεναι νὰ τροποποιηθῶσι, συμπληρωθῶσι ἢ ἀντικατασταθῶσι εἰμὴ κατόπιν ἀμοιβαίας συμφωνίας αὐτῶν, συναφθεσμῆς ἐγγράφως καὶ ὑπογραφομένης ὑπὸ τῶν νομίμων ἐκπροσώπων τῶν συμβαλλομένων μερῶν.

Ἡ HYDROCARBON RESEARCH, INC., ἐξουσιοδοτεῖται, δυνάμει τῆς παρούσης συμβάσεως παρὰ τῶν λοιπῶν ἑταίρειῶν τῶν συγκροτουσῶν μετ' αὐτῆς τὸν Ἀνάδοχον νὰ ἐνεργῇ διὰ λογαριασμὸν τοῦ Ἀναδόχου ἐπὶ πάντων τῶν τεχνικῶν θεμάτων.

2. Οἱ συμβαλλόμενοι συμφωνοῦν ὅτι οἱ ὅροι τῆς παρούσης συμβάσεως καὶ τὸ Τεῦχος τελικῶν προτάσεων σαφῶς προσδιορίζουν τὸ κατασκευασθῆσέμενον ὑπὸ τοῦ Ἀναδόχου ἔργον, ὅσον ἀφορᾷ τὴν μελέτην καὶ κατασκευὴν τοῦ Διυλιστηρίου καὶ τὴν ποσότητα, τὸ εἶδος καὶ τὴν ποιότητα τοῦ ὕλικου, ἐξοπλισμοῦ καὶ ὑπηρεσιῶν, τὰ ὁποῖα θὰ προμηθεύσῃ καὶ παράσῃ ὁ Ἀνάδοχος.

Διὰ τὰ κατωτέρω εἶδη ἐξοπλισμοῦ, ἦτοι: τὰς Δεξαμενάς ὡς καθορίζονται ἐν τῷ Τμήματι 700, τὰς Σωληνώσεις ὡς καθορίζονται ἐν τῷ Τμήματι 1600 D. τὰς Αὐτοκίνητα ὡς καθορίζονται ἐν τῷ Τμήματι 1300-7G, τὸν ἐξοπλισμὸν γραφείων, ἐργαστηρίου καὶ συνεργείων, διὰ τὰ ὁποῖα εἰς τὸ Τεῦχος τελικῶν προτάσεων δίδονται αἱ ἀκριβεῖς ποσότητες καὶ διαστάσεις αὐτῶν, ὁ Ἀνάδοχος ὑφείλει νὰ προμηθεύσῃ ταῦτα εἰς τὰς ἐν αὐτῷ καθοριζομένας ἀκριβεῖς ποσότητας (καὶ μετὰ τὴν συνήθη ἀνοχὴν ὅσον ἀφορᾷ τὸ βάρος καὶ πάχος τοιχώματος τῶν δεξαμενῶν καὶ τῶν σωληνῶν) ἐκτὸς ἐάν ᾔθελε συμφωνηθῇ ἄλλως ὑπὸ τοῦ Ἐργοδότη.

Τὸ Τεῦχος τελικῶν προτάσεων περιλαμβάνει γενικὴν περιγραφὴν τοῦ Διυλιστηρίου, περιέχουσιν τὸν ἀναγκαῖον καὶ κατὰ κανόνα παρεχόμενον ἐξοπλισμὸν δι' ἐν πλήρῃ Διυλιστήριον, οὐχὶ ὅμως καὶ τὰ τελικὰ σχεδιαγράμματα καὶ ὑπολογισμοὺς τῶν καθ' ἑκάστα εἰδῶν καὶ ἐξοπλισμῶν ὡς καὶ τῆς διατάξεως τούτων, ἡ δὲ γενικὴ θεωρησις τοῦ Τεύχους τελικῶν προτάσεων ὑπὸ τοῦ Συμβούλου δὲν ἔχει τὴν ἐννοίαν, ὅτι οὗτος ἐχορήγησε τὴν τελικὴν ἔγκρισίν του ὡς πρὸς τὴν καταλληλότητα τοῦ ἐξοπλισμοῦ τῶν καθ' ἑκάστα τμημάτων τοῦ Διυλιστηρίου.

Τὴν ἔγκρισιν ταύτην θὰ παράσῃ ὁ Σύμβουλος μετὰ τὴν εἰς αὐτὸν ὑποβολὴν ἐκ μέρους τοῦ Ἀναδόχου τῶν ὑπο-

λογισμῶν, ὁριστικῶν σχεδιαγράμμάτων καὶ προδιαγραφῶν τοῦ ἐξοπλισμοῦ δι' ἅπαντα τὰ τμήματα τοῦ Διυλιστηρίου.

Ἐάν κατὰ τὴν διάρκειαν τῆς μελέτης καὶ λεπτομεροῦς σχεδιάσεως τοῦ Διυλιστηρίου θεωρηθῶσιν ἐνδεδουλευμένοι ἐκ μέρους τοῦ Ἀναδόχου διὰ λόγους τεχνικοῦς μεταβολαὶ καὶ τροποποιήσεις εἰς τὸ προβλεπόμενον ὕλικόν καὶ ἐξοπλισμὸν, αἱ τοιαῦται μεταβολαὶ καὶ τροποποιήσεις δύνανται νὰ ἐνεργηθῶσιν κατόπιν προηγουμένης ἐγκρίσεως τοῦ Ἐργοδότη, ὑπὸ τὴν προϋπόθεσιν ὅτι δὲν θὰ ἐπαυξήσουν τὸ συμφωνηθὲν εἰς ξένον συνάλλαγμα τίμημα.

Ἐάν αἱ τοιαῦται μεταβολαὶ καὶ τροποποιήσεις συνεπῶς γονταὶ καθαρὰν μείωσιν τοῦ συμφωνηθέντος εἰς ξένου συνάλλαγμα τμήματος, λαμβανομένου ὑπ' ὄψιν τοῦ συνόλου τοῦ ἔργου, ἡ μείωσις αὕτη θὰ ἀποβαίνει εἰς ὄφελος τοῦ Ἐργοδότη, μειουμένου ἀναλόγως τοῦ συμφωνηθέντος εἰς ξένον συνάλλαγμα τμήματος.

3. Ὁ Ἀνάδοχος ὑποχρεοῦται ὥπως ἐπὶ τῶν τεχνικῶν θεμάτων συνεργάζεται στενῶς μετὰ τοῦ Συμβούλου.

4. Συμφωνεῖται ὅτι κατὰ τὴν μεταφορὰν τοῦ ὕλικου καὶ τοῦ ἐξοπλισμοῦ ἐν γένει ἀπὸ τῶν λιμένων φορτώσεως εἰς ἑλληνικοὺς λιμένας θὰ καταβληθῇ πᾶσα προσπάθεια ἐκ μέρους τοῦ Ἀναδόχου, ὥπως προτιμήσῃ ἐπὶ ἰσοῦς ὅροις καὶ λαμβανομένων ὑπ' ὄψιν τῶν γενικωτέρων συνθηκῶν, τὴν διενέργειαν τῆς μεταφορᾶς διὰ πλοίων φερόντων τὴν ἑλληνικὴν σημαίαν.

5. Ὅλαι αἱ ὁδηγίαι αἱ ἀφορῶσαι τὴν ἐν γένει ἐκτέλεσιν τῆς παρούσης συμβάσεως θὰ εἶναι ἐγγράφω.

Αἱ πρὸς τὸν Ἀνάδοχον κοινοποιήσεις ἐγγράφων θὰ ἐπιδίδονται εἰς τὰ ἐν Ἀθήναις κεντρικὰ γραφεῖα αὐτοῦ.

Ὁ Ἀνάδοχος ὑποχρεοῦται, ὥπως ὁρίσῃ, ἅμα τῇ ὑπογραφῇ τῆς παρούσης συμβάσεως, δι' ἐγγράφου κοινοποιουμένου πρὸς τὸν Ἐργοδότην, τὸ πρόσωπον ὅπερ θὰ ἐκπροσωπῇ τοῦτον ἐναντι τοῦ Ἐργοδότη διὰ πάσας τὰς σχέσεις ἐκ τῆς παρούσης συμβάσεως. Τὸ πρόσωπον τοῦτο δέον, ὥπως εἶναι δέοντως καὶ νομίμως ἐξουσιοδοτημένον ὑπὸ τοῦ Ἀναδόχου, εὐρίσκειται δὲ συνεχῶς καὶ ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως εἰς τὴν διάθεσιν τοῦ Ἐργοδότη. Ὁ ἐκπρόσωπος τοῦ Ἀναδόχου δικαιούται, πρὸ τῆς λήψεως οἰασθῆποτε ἀποφάσεως δεσμευούσης τὸν Ἀνάδοχον ἐναντι τοῦ Ἐργοδότη, νὰ λαμβάνῃ τὴν ἔγκρισιν τῶν Προϊσταμένων του.

Τὸν Ἐργοδότην θὰ ἐκπροσωπῇ διὰ ζητήματα ἐκτελέσεως τῆς παρούσης συμβάσεως ἡ ὑπὸ τοῦ Νόμου 3126/55 προβλεπομένη Εἰδικὴ Προσωρινὴ Ὑπηρεσία, πρὸς ἣν δέον νὰ ἐνεργῶνται πᾶσαι αἱ κοινοποιήσεις αἱ ἀφορῶσαι τὴν ὑπὸ τοῦ Ἀναδόχου ἐκτέλεσιν τῆς παρούσης συμβάσεως.

6. Ὁ Ἐργοδότης ἐντὸς ἑκτῶ (8) μηνῶν ἀπὸ τῆς υπογραφῆς τῆς παρούσης συμβάσεως δικαιούται ὥπως ζητήσῃ παρὰ τοῦ Ἀναδόχου τὴν ἐκτέλεσιν προσθέτων ἐργασιῶν, συναφῶν πρὸς τὸ ἀντικείμενον τῆς παρούσης συμβάσεως, μὴ ὑπερβαίνουσιν κατ' ἀξίαν ποσοστὴν δέκα ἐπὶ τοῖς ἑκατὸν (10%) ἐπὶ τοῦ συμφωνηθέντος εἰς ξένον συνάλλαγμα τμήματος. Εἰς τὴν περίπτωσιν ταύτην ὁ Ἀνάδοχος ὑποχρεοῦται ὥπως παράσῃ εἰς τὸν Ἐργοδότην προϋπολογισμὸν τῆς ἀπαιτηθεμένης δαπάνης δι' ἐκτέλεσιν τῶν προσθέτων ἐργασιῶν, μετὰ τὴν ἔγκρισιν τοῦ ὁποίου ὁ Ἀνάδοχος ὑποχρεοῦται, ὥπως ἐκτελέσῃ τὰς ζητηθείσας προσθέτους ἐργασίας, παρέχων τὸ ἀπαιτούμενον ὕλικόν καὶ ἐξοπλισμὸν. Ἡ πληρωμὴ τῆς εἰς ξένον συνάλλαγμα ἀξίας τῶν προσθέτων ἐργασιῶν, προσμετρομένη εἰς τὸ συνολικὸν εἰς ξένον συνάλλαγμα τίμημα, θὰ καταβληθῇ συμφώνως πρὸς τοὺς ὅρους τῶν ἀρθρῶν 17, 18 καὶ 19 τῆς παρούσης συμβάσεως διὰ τῆς προκαταβολῆς 15% καὶ δι' ἀναλόγως προσαυξήσεως τῶν ἐτησίων δόσεων.

7. Τὰ συμβαλλόμενα μέρη συμφωνοῦν, ὅτι ἡ ἀνταλλαγὴ ἐγγράφων, σχεδίων, προδιαγραφῶν καὶ πάσης ἀλληλογραφίας ἐν σχέσει πρὸς τὴν παρούσαν σύμβασιν θὰ γίνεται συμφώνως πρὸς διαδικασίαν ἀπὸ κοινοῦ συμφωνηθεῖσαν ἐντὸς τριάντα (30) ἡμερῶν ἀπὸ τῆς υπογραφῆς τῆς παρούσης συμβάσεως.

ΜΕΛΕΤΑΙ ΚΑΙ ΣΧΕΔΙΑ

"Αρθρον 6.

1. Ο 'Ανάδοχος υποχρεούται, όπως προβή εις την κατάρτισιν των σχεδίων διατάξεως των μηχανολογικών εγκαταστάσεων του Διυλιστηρίου και των διαγραμμάτων λειτουργίας οργάνων, συμπληρωματικών εγκαταστάσεων και γενικών προδιαγραφών του 'Αναδόχου, εν στενή συνεργασία μετά των τεχνικών αντιπροσώπων του 'Εργοδότη και του Συμβούλου, ως και μετά της ATLANTIC προκειμένου περί της μονάδος καταλυτικής αναμορφώσεως και υποβάλλη ταύτα εις τόν 'Εργοδότην εντός εξήκοντα (60) ημερών από της έναρξεως της ισχύος της παρούσης συμβάσεως και από της ημερομηνίας κατά την οποίαν :

α) ο 'Εργοδότης παραδώσει εις τόν 'Ανάδοχον τὰ απαιτούμενα υπεύθυνα αποτελέσματα των γεωτρήσεων εις τους χώρους άνεγέρσεως του Διυλιστηρίου και έναποθηκεύσεως άργου πετρελαίου,

β) θέλει ληφθή απόφασις επί της εκτελέσεως των εγκαταστάσεων εκφορτώσεως του άργου πετρελαίου (Τμήμα 1600 Α) και σωληνώσεων μεταφοράς τούτου εις την θέσιν αποθηκεύσεως Μεγάρων (Τμήμα 1600 Β),

γ) θέλει ληφθή απόφασις επί του τρόπου διακινήσεως των ετοίμων προϊόντων του Διυλιστηρίου, λαμβανομένης υπ' όψιν της τελευταίας των ως άνω ημερομηνιών. Ο 'Εργοδότης υποχρεούται να παραδώσῃ τὰ απαιτούμενα αποτελέσματα των γεωτρήσεων ούχι βραδύτερον των εξ (6) έβδομάδων από της έναρξεως της ισχύος της παρούσης συμβάσεως και να αποφασίσῃ επί της ολοκληρώσεως των εγκαταστάσεων μεταφοράς του άργου πετρελαίου εις τὸ Διυλιστήριον, επί της διακινήσεως και των μεταφερθησομένων διά σωληνώσεων ποσοτήτων ετοίμων προϊόντων του Διυλιστηρίου εις τὰς εγκαταστάσεις των 'Εταιρειών Πετρελαίου, επί των σωληνώσεων πρὸς τὴν αποβάθραν και των εγκαταστάσεων φορτώσεως των προϊόντων επί βυτιοφόρων αυτοκινήτων, ούχι βραδύτερον των τεσσάρων (4) εβδομάδων από της έναρξεως της ισχύος της παρούσης συμβάσεως.

2. Ο 'Εργοδότης υποχρεούται, όπως, δαπάναις του, παράσχῃ εις τόν 'Ανάδοχον, τῇ αἰτήσῃ του, άκριβῇ μετεωρολογικῇ στοιχείᾳ, ὡς και τοιαύτα σχετικά με τὰς υφισταμένης συνθήκας υδρέσεως και τὸν διατιθέμενον διὰ τὴν εγκατάστασιν του Διυλιστηρίου και των δεξαμενῶν άργου πετρελαίου έδαφικὸν χώρον, ὡς απαιτούμενα διὰ τὴν μελέτην του Διυλιστηρίου και τὴν κατάρτισιν των σχεδίων διατάξεως των μηχανολογικῶν αὐτοῦ εγκαταστάσεων.

Ο 'Εργοδότης θὰ διεξαγάγῃ, επίσης δαπάναις του, ὅλας τὰς ὑπὸ του 'Αναδόχου ὑποδειχθησόμενας ἀναγκαίαις γεωτρήσεις εις τὴν περιοχὴν άνεγέρσεως του Διυλιστηρίου και των δεξαμενῶν άργου πετρελαίου.

3. Ο 'Ανάδοχος υποχρεούται νὰ συμμορφωθῇ με οἱσδήποτε τροποποιήσεις των σχεδίων διατάξεως των μηχανολογικῶν εγκαταστάσεων και των διαγραμμάτων λειτουργίας οργάνων, συμπληρωματικῶν εγκαταστάσεων και γενικῶν προδιαγραφῶν του 'Αναδόχου, αἵτινες ἔβελον ζητηθῇ ὑπὸ του 'Εργοδότη, ἐφ' ὅσον δι' αὐτῶν δὲν ἤθελε διακινδυνεύσῃ ἡ ἀσφαλὴς λειτουργία του Διυλιστηρίου και μειωθῶν αἱ ἐγγυηθεῖσαι διὰ της παρούσης συμβάσεως ὑπὸ του 'Αναδόχου ἀποδόσεις αὐτοῦ ἢ δὲν ἤθελεν ἀξήθη τὸ συμφωνηθὲν εις συνάλλαγμα τίμημα τοῦ ὑπὸ του 'Αναδόχου παρασχεθησομένου ὕλικου και ἐξοπλισμοῦ.

Εἰς περίπτωσιν καθ' ἣν ὁ 'Εργοδότης και ὁ 'Ανάδοχος δὲν δύνανται νὰ συμφωνήσουν ἐπὶ της σκοπιμότητος των ζητουμένων τροποποιήσεων, τὸ ζήτημα θέλει ὑποβληθῇ εις τοὺς διευθυντὰς της HYDROCARBON RESEARCH INC., ἐν Νέα Υόρκῃ, και GEORGE ARMISTEAD AND Co., ἐν Οὐάσιγκτων. Ἐφ' ὅσον ἡ διαφωνία δὲν λυθῇ διὰ συνεννόσεως μεταξύ των δύο τούτων μερῶν, αἱ ζητούμεναι ὑπὸ του 'Εργοδότη ἢ του Συμβούλου μεταβολαὶ θέλουνσιν εκτελεσθῇ συμφώνως πρὸς τὰς διατάξεις του παρόντος άρθρου, ἀλλ' ὁ 'Ανάδοχος ἐπιφυλάσσει ἐαυτῷ

τὸ δικαίωμα, ὅπως ζητήσῃ τὴν ἀπαλλαγὴν του ἐκ των εὐθυνῶν του διὰ τὴν λειτουργίαν και τὰς ἀποδόσεις του Διυλιστηρίου καθ' ὅσον ἀφορᾷ τὰς μεταβολὰς ταύτας.

4. Οἱ συμβαλλόμενοι θὰ καταβάλουν πᾶσαν προσπάθειαν ὅπως συμφωνήσουν ἐπὶ των διαγραμμάτων λειτουργίας και των σχεδίων διατάξεως των μηχανολογικῶν εγκαταστάσεων εντός εξήκοντα (60) ημερῶν ἀπὸ της έναρξεως της ισχύος της παρούσης συμβάσεως.

Ο 'Εργοδότης υποχρεούται, ὅπως ἀνακοινώσῃ ἐγγράφως εις τόν 'Ανάδοχον τὴν ὑπ' αὐτοῦ ἐγκρισιν ἢ τὰς παρ' αὐτοῦ ζητούμενας ἀναθεωρήσεις των διαγραμμάτων και σχεδίων διατάξεως εντός δέκα πέντε (15) εργασίμων ἡμερῶν, ἀφ' ἧς τὰ διαγράμματα και σχέδια διατάξεως ἐλήφθησαν ὑπὸ του 'Εργοδότη ἢ του Συμβούλου και συμφωνεῖται, ὅτι αἱ ἐν λόγῳ αἰτήσεις ἀναθεωρήσεως, αἱ υποβαλλόμεναι εις τόν 'Ανάδοχον εντός της ρηθείσης προθεσμίας, θὰ εἶναι ὀριστικαὶ και δὲν θὰ ὑπόκεινται εις περαιτέρω ἀναθεωρήσεις. Εἰς περίπτωσιν καθ' ἣν ὁ 'Εργοδότης δὲν ἀνακοινώσῃ εις τόν 'Ανάδοχον εντός της ρηθείσης προθεσμίας τὴν ἐγκρισιν του ἢ τὰς αἰτούμενας παρ' αὐτοῦ τροποποιήσεις, τὰ διαγράμματα λειτουργίας οργάνων, διαγράμματα βοηθητικῶν εγκαταστάσεων, σχέδια διατάξεως και γενικαὶ προδιαγραφαὶ του 'Αναδόχου θέλουνσιν θεωρηθῇ ὅτι ἐνεκρίθησαν ὑπὸ του 'Εργοδότη.

5. Εὐθὺς ὡς ἐπέλθῃ συμφωνία ἐπὶ των τυχόν ζητηθεισῶν ὑπὸ του 'Εργοδότη μεταβολῶν, ὁ 'Εργοδότης υποχρεούται, ὅπως ἀνακοινώσῃ ἐγγράφως εις τόν 'Ανάδοχον τὴν τελικὴν αὐτοῦ συμφωνίαν ἐπὶ των σχεδίων διατάξεως των μηχανολογικῶν εγκαταστάσεων του Διυλιστηρίου και των διαγραμμάτων λειτουργίας οργάνων, συμπληρωματικῶν εγκαταστάσεων και γενικῶν προδιαγραφῶν του 'Αναδόχου, ἅπασαι δὲ αἱ ἐγγυήσεις του 'Αναδόχου, ὅσον ἀφορᾷ τὰς προθεσμίας διὰ τὴν παροχὴν του ὕλικου και του ἐξοπλισμοῦ ὡς και της ἀποπερατώσεως της άνεγέρσεως του Διυλιστηρίου θὰ ἄρχωνται ἀπὸ της ἀνωτέρω ἡμερομηνίας ἐγκρίσεως.

6. Μετὰ τὴν ἐγκρισιν των σχεδίων διατάξεως των μηχανολογικῶν εγκαταστάσεων του Διυλιστηρίου και των διαγραμμάτων λειτουργίας οργάνων, συμπληρωματικῶν εγκαταστάσεων και γενικῶν προδιαγραφῶν του 'Αναδόχου, ὁ 'Ανάδοχος θὰ καταρτίσῃ πᾶσας τὰς ἀπαιτούμενας λεπτομερεῖς προδιαγραφὰς των ὕλικων και τοῦ ἐξοπλισμοῦ του Διυλιστηρίου και θὰ εκτελέσῃ ὅλας τὰς ἀναγκαίαις μηχανολογικὰς μελέτας, λαμβάνων πλήρως ὑπ' ὅψιν τὰς μηχανολογικὰς προδιαγραφὰς τοῦ ἐξοπλισμοῦ τὰς ἐκδοθείσας ὑπὸ του Συμβούλου τὴν 10)12)54 και περιληφθείσας εἰς τὸ Τεύχος τελικῶν προτάσεων ὡς και τὰς ἀπαιτήσεις της καλῆς τεχνικῆς και ἀποδόσεως πρὸς ἐξασφάλισιν της καταλληλότητος και ἀσφαλείας τοῦ ἐξοπλισμοῦ και των εγκαταστάσεων διὰ τὰς ὑπὸ της παρούσης συμβάσεως προβλεπόμενας λειτουργίας αὐτοῦ.

7. Ἡ κατασκευὴ τοῦ ὅλου μηχανικοῦ ἐξοπλισμοῦ διὰ τὴν Μονάδα καταλυτικῆς ἀναμορφώσεως ATLANTIC θὰ εκτελεσθῇ ὑπὸ του 'Αναδόχου συμφώνως πρὸς τὰς ὑπὸ της ATLANTIC δοθησόμενας προδιαγραφὰς, στοιχεῖα και τεχνικὰς πληροφορίες.

Ο 'Ανάδοχος θὰ υποβάλλῃ προδιαγραφὰς και ἅπαντα τὰ σχετικά διαγράμματα διὰ τὴν κατασκευὴν τοῦ μηχανικοῦ ἐξοπλισμοῦ διὰ τὴν Μονάδα καταλυτικῆς ἀναμορφώσεως εἰς τὴν ATLANTIC πρὸς ἐγκρισιν.

8. Ο 'Ανάδοχος υποχρεούται, ὅπως υποβάλλῃ εις τόν 'Εργοδότην ἅπασας τὰς διὰ τὸ ὕλικὸν και τὸν ἐξοπλισμὸν προδιαγραφὰς πρὸς ἐγκρισιν.

9. Ο 'Ανάδοχος υποχρεούται επίσης νὰ ἐφοδιάσῃ τὸν 'Εργοδότην με ἀντίγραφα ὅλων των καταρτιζομένων κατασκευαστικῶν σχεδίων δι' ἅπαντα τὰ ἀφορῶντα τὴν κατασκευὴν τοῦ Διυλιστηρίου ἔργα.

Ο 'Ανάδοχος υποχρεούται πρὸ της εκτελέσεως νὰ υποβάλλῃ πρὸς ἐγκρισιν εις τόν 'Εργοδότην τὰς ἀκολουθούσας κατηγορίας σχεδίων :

(α) Σχέδια σωληνώσεων.

(β) Γενικὰ σχέδια των κυριωτέρων στοιχείων ἐξο-

πισμοῦ, ὡς τὰ δοχεῖα ὑπὸ πίεσιν, οἱ μεταλλάσσονται θερμότητος, αἱ διατάξεις σωληνώσεως, οἱ λέβητες, ὡς καὶ ἐκεῖνα ἅπαντα ἀπεικονίζουσιν τὸν γενικὸν χαρακτῆρα καὶ τὴν διάταξιν τοῦ ἔργου.

(γ) Τὰ σχέδια τῶν κτιρίων.

(δ) Τὰ σχέδια τῶν θεμελιώσεων.

(ε) Τὰ τυποποιημένα σχέδια μετὰ τῶν προδιαγραφῶν καὶ κανονισμῶν, ἅτινα χρησιμοποιεῖ ὁ Ἀνάδοχος διὰ τὰς σωληνώσεις, συσκευάς, συνδέσεις, μονώσεις, ἐφαρμογὰς, κ.λ.π. ἀφορῶντα τὸν ἐν γένει ἐξοπλισμὸν τοῦ Διυλιστηρίου.

(στ) Ἔτερα ἐιδικὰ λεπτομερῆ σχέδια, ἅτινα ἤθελε ζητήσῃ ὁ Σύμβουλος εἰς συγκεκριμέναις περιπτώσεις πρὸς ἔγκρισιν.

10. Ὁ Ἀνάδοχος ὑποχρεοῦται, ὅπως συμμορφώθῃ μετὰ τὰς τροποποιήσεις καὶ μεταβολὰς ἐπὶ τῶν ὡς ἄνω προδιαγραφῶν καὶ σχεδίων, αἵτινες ἤθελον ὑποδειχθῇ ὑπὸ τοῦ Ἐργοδότη, ἐφ' ὅσον αὗται εὐρίσκονται ἐντὸς τοῦ πλαισίου τῆς καλῆς μηχανικῆς τέχνης καὶ συμφωνοῦν μετὰ τὰ ἐν γένει διαγράμματα λειτουργίας, ὡς ταῦτα περιλαμβάνονται ἐν τῷ Τεύχει τελικῶν προτάσεων, δύνανται ὅμως νὰ διαφέρουν ὡς πρὸς τὰς λεπτομερείας, αἱ ὁποῖαι ἤθελον συμφωνηθῇ μετὰ τῶν συμβαλλομένων. Αἱ τοιαῦτα τροποποιήσεις καὶ μεταβολαὶ προδιαγραφῶν ἢ σχεδίων ὑποκινεῖται εἰς τὰς διατάξεις τῆς παραγράφου 3 τοῦ παρόντος ἄρθρου.

11. Ὁ Ἐργοδότης ὑποχρεοῦται, ὅπως προβῇ εἰς τὴν ἔγκρισιν τῶν ἀνωτέρω προδιαγραφῶν καὶ σχεδίων ἐντὸς πέντε (5) ἐργασιμῶν ἡμερῶν, ἀπὸ τῆς ὑποβολῆς τούτων πρὸς ἔγκρισιν. Πάρελθούσης ἀπράκτου τῆς προθεσμίας ταύτης αἱ ἐν λόγῳ προδιαγραφαὶ καὶ σχέδια θεωροῦνται ὡς ἐγκριθέντα ὑπὸ τοῦ Ἐργοδότη.

12. Ὁ Ἀνάδοχος ὑποχρεοῦται, ὅπως καταρτίσῃ ἅπαντα τὰ ἀπαιτούμενα σχεδιαγράμματα θεμελιώσεων καὶ τῶν ἐκ σιδηροπαγοῦς σκυροκονιάματος κατασκευῶν καὶ θὰ προβῇ εἰς τοὺς ἀπαιτούμενους στατικούς ὑπολογισμοὺς καὶ τὰς λεπτομερεῖς μηχανικὰς μελέτας, ὥστε νὰ εἶναι δυνατόν· εἰς τοὺς Ἑλλήνας ὑπεργολάβους νὰ ἀνεγείρουν ἀντιστοίχως τὰ θεμέλια καὶ τὰς ἐκ σκυροκονιάματος κατασκευάς. Δι' ὅλας τὰς κτιριακὰς ἐγκαταστάσεις ὁ Ἀνάδοχος ὑποχρεοῦται νὰ καταρτίσῃ τὰ γενικὰ σχέδια καὶ προδιαγραφὰς, αἵτινες ἀπαιτοῦνται διὰ τὴν δημοπράτησιν τῶν ἔργων. Οἱ στατικοὶ ὑπολογισμοὶ καὶ αἱ λεπτομερεῖς μηχανικαὶ μελέται ὅλων τῶν κτιρίων δύνανται νὰ ἐκτελεσθοῦν ὑπὸ τῶν Ἑλλήνων ὑπεργολάβων τοῦ Ἀναδόχου, ἐπιβαρυνομένων τῶν εἰς δραχμὰς δαπανῶν.

Ὁ Ἀνάδοχος καὶ οἱ ὑπ' αὐτοῦ χρησιμοποιηθῆσόμενοι ἐργολάβοι διὰ τὴν ἀνέγερσιν τῶν θεμελίων, τῶν κτιρίων καὶ τῶν ἐκ σιδηροπαγοῦς σκυροκονιάματος κατασκευῶν ὑποχρεοῦνται νὰ συμμορφωθοῦν πρὸς τοὺς ἐν ἰσχύϊ Ἑλληνικοὺς Νόμους, Διατάγματα καὶ Κανονισμοὺς, οἱ ὁποῖοι προβλέπουσιν τὴν ἐκτέλεσιν ἐργασιῶν πολιτικοῦ μηχανικοῦ. Οἱ στατικοὶ ὑπολογισμοὶ τοῦ Ἀναδόχου ἢ τῶν ὑπεργολάβων θὰ ὑποβληθοῦν ὑπ' αὐτοῦ εἰς τὰς ἀρμοδ. ἑλληνικὰς Ἀρχὰς πρὸς ἐλεγχον καὶ ἔγκρισιν τῶν θεμελιώσεων, τῶν κτιρίων καὶ τῶν ἐκ σιδηροπαγοῦς σκυροκονιάματος κατασκευῶν.

13. Πέραν τῶν σχετικῶν πρὸς τὰ σχεδιαγράμματα ὑποχρεώσεων τοῦ Ἀναδόχου, αἵτινες ἀναφέρονται εἰς τὰς προηγουμένας παραγράφους τοῦ παρόντος ἄρθρου, ἅπαντα ἄνεξαρτέτως τὰ σχεδιαγράμματα θὰ εἶναι εἰς τὴν διάθεσιν τοῦ Συμβούλου ἢ τῶν Τεχνικῶν Ὑπηρεσιῶν τοῦ Ἐργοδότη πρὸς ἐλεγχον εἰς τὰ γραφεῖα τοῦ Ἀναδόχου ἐν 115, BROADWAY, NEW YORK καὶ 25, FÜRSTENWALL, DÜSSELDORF.

Πρὸς ἐξασφάλισιν ταχείας συμπληρώσεως τῆς μελέτης καὶ τῶν μηχανολογικῶν κατασκευῶν διὰ τὸ Διυλιστῆριον, ὁ Ἐργοδότης δικαιούται νὰ ἐξῇ τεχνικοὺς ἀντιπροσώπους, ὁσάκις τοῦτο παρίσταται ἀναγκαῖον, εἰς τὰ ὡς ἄνω γραφεῖα τοῦ Ἀναδόχου.

14. Ὁ Ἀνάδοχος ὑποχρεοῦται νὰ ἐφοδιάσῃ τὸν Ἐργοδότην, ἐκτὸς τῶν εἰς τὰς προηγουμένας παραγράφους καθο-

ριζομένων Σχεδιαγραμμάτων, δι' ἐνὸς κανονικοῦ καὶ ἐνὸς διαφανοῦς ἀντιγράφου ἐκάστου τελικοῦ σχεδιαγράμματος, ἐφ' ὅσον τοῦτο ἀπαιτεῖται διὰ τὴν λειτουργίαν, συντήρησιν καὶ τὰς ἐπισκευὰς τοῦ Διυλιστηρίου.

ΠΑΡΟΧΗ ΓΑΛΙΚΟΥ ΚΑΙ ΕΞΟΠΛΙΣΜΟΥ

Ἄρθρον 7.

1. Ὁ Ἀνάδοχος ὑποχρεοῦται νὰ παράσῃ ἅπαν τὸ ἀπαιτούμενον ὑλικὸν καὶ ἐξοπλισμὸν διὰ τὸ Διυλιστῆριον συμφώνως πρὸς τὰς καταρτισθείσας ὑπὸ τοῦ Ἀναδόχου καὶ ἐγκριθείσας παρὰ τοῦ Ἐργοδότη προδιαγραφὰς καὶ συμφώνως πρὸς τοὺς καταλόγους τοῦ ἐξοπλισμοῦ, οἱ ὁποῖοι περιλαμβάνονται ἐν τῷ Τεύχει τελ. κῶν προτάσεων. Ἄπαντα τὰ κοινὰ ὑλικά οἰκοδομήσεως, ὡς τὸ τσιμέντον, οἱ κέραμοι, οἱ πλίνθοι, ἡ ξυλεία, ὁ σίδηρος μπετὼν καὶ λοιπὰ δὲν θὰ περιλαμβάνονται εἰς τὸ παρασχεθῆσόμενον ὑπὸ τοῦ Ἀναδόχου ὑλικόν.

2. Ὁ Ἐργοδότης δικαιούται νὰ ἐπιθεωρήσῃ ἅπαν τὸ ὑλικὸν καὶ τὸν ἐξοπλισμὸν εἰς τὰ ἐργοστάσια τῶν κατασκευαστῶν καὶ κατὰ τὰς κανονισμένας ἐργασίμους ὥρας καὶ κατόπιν προειδοποιήσεως πρὸς τὸν Ἀνάδοχον.

3. Ὁ Ἀνάδοχος θὰ ἐκτελῇ δοκιμὰς στεγανότητος, ἀντοχής, λειτουργίας, ραδιοσυνοπῆσεως καὶ ἑτέρας τοιαύτας ἐπὶ τῶν διαφόρων εἰδῶν τοῦ ἐξοπλισμοῦ εἰς τὰ ἐργοστάσια τῶν κατασκευαστῶν καὶ ἐπὶ τόπου, ὡς ἀπαιτεῖται ὑπὸ τῆς μηχανικῆς τεχνικῆς καὶ τῶν κανόνων κατασκευῆς καὶ θὰ πληροφωρῇ ἐκ τῶν προτέρων τὸν Ἐργοδότην περὶ τῆς ἐκτελέσεως τῶν τοιούτων δοκιμῶν ὥστε νὰ καθίσταται δυνατὴ ἡ κατ' αὐτὰς παρουσία ἀντιπροσώπων αὐτοῦ.

4. Ὁ Ἀνάδοχος ὑποχρεοῦται, ὅπως λαμβάνῃ παρὰ τῶν κατασκευαστῶν καὶ προμηθευτῶν μηχανημάτων, εξαρτημάτων, ὑλικῶν καὶ ἐξοπλισμοῦ ἐν γένει ἐγγυήσεις, καθ' ὅ μόνον δίδονται τοιαῦτα, περὶ τῆς καλῆς καὶ συμφώνως πρὸς τοὺς κανόνας τῆς τέχνης κατασκευῆς καὶ λειτουργίας αὐτῶν καὶ μεταβιβάσῃ ταύτας πρὸς τὸν Ἐργοδότην.

5. Ἄπαν τὸ παρεχόμενον ὑλικὸν καὶ ὁ παρεχόμενος ἐξοπλισμὸς ὑπὸ τοῦ Ἀναδόχου θὰ παραδοθῇ CIF εἰς τὸν λιμένα Πειραιῶς ἢ εἰς ἕτερον ἑλληνικὸν λιμένα ἐλεύθερον δὲ παντὸς βάρους, κατασχέσεως, ἐνεχύρου πέρα οἰουδήποτε τρίτου.

6. Ὁ Ἀνάδοχος ὑποχρεοῦται, ὡς ὑποβάλλῃ εἰς τὸν Ἐργοδότην μηνιαίας καταστάσεις ἐμφανιούσας τὰ εἰσαγόμενα μηχανήματα, ὑλικά καὶ ἐξοπλισμὸν καὶ τὴν ἡμερομηνίαν ἀφίξεως τούτων εἰς ἑλληνικὸν λιμένα. Πρὸς τὸν σκοπὸν τοῦτον, εἰς τὸ Τ. Ὑχος τελικῶν προτάσεων, Τμήμα II, περιλαμβάνεται ἀνάλυσις τῆς συνολικῆς ἀξίας τοῦ χρηρηγηθῆσόμενου ὑπὸ τοῦ Ἀναδόχου ὑλικοῦ κατὰ τμήματα, συμφώνως πρὸς τὰ ἐν ἄρθρῳ 2 ἀναφερόμενα τμήματα. Ἡ συνολικὴ ἀξία τοῦ ἐξοπλισμοῦ ἐκάστου τμήματος ἀναλύεται περαιτέρω κατὰ κατηγορίαν ὑλικοῦ. Αἱ μηνιαῖαι καταστάσεις τοῦ Ἀναδόχου θὰ ἀναφέρουν τὸ ποσοστὸν τοῦ ὑλικοῦ ἐκάστου τμήματος, κατὰ κατηγορίαν, ὑπερ ἑφθάσε κατὰ τὴν προηγούμενον μῆνα εἰς ἑλληνικὸν λιμένα. Βάσει τοῦ ὑπολογισμοῦ τούτου, ὁ Ἀνάδοχος, ἐν τῇ μηνιαίᾳ αὐτοῦ καταστάσει, θὰ καθορίσῃ καὶ θὰ γνωστοποιῇ εἰς τὸν Ἐργοδότην τὴν ἀξίαν τοῦ συνόλου τῶν ἀφιεθέντων εἰς ἑλληνικὸν λιμένα μηχανημάτων, ὑλικῶν καὶ ἐξοπλισμοῦ.

7. Ὁ Ἀνάδοχος ὑποχρεοῦται νὰ προμηθεύσῃ ἀνταλλακτικὰ ἀναγκαῖα διὰ τὴν λειτουργίαν καὶ συντήρησιν τοῦ Διυλιστηρίου. Τὸ συνολικὸν εἰς ξένον συνάλλαγμα τίμημα συμπεριλαμβάνει τὸ ποσὸν τῶν Γερμανικῶν Μάρκων ἐξακοσίων ἐβδουμήκοντα ὀκτώ χιλιάδων (678.000), ἰσόπουν πρὸς δολάρια Η.Π.Α. ἐκατὸν ἐξήκοντα μίαν χιλιάδων τετρακοσίων εἴκοσι ὀκτὼ (161.428), δι' ἀνταλλακτικὰ. Ὁ Ἀνάδοχος θέλει ὑποβάλλει ἐγκαίρως εἰς τὸν Ἐργοδότην τὰς συστάσεις του ὅσον ἀφορᾷ τὴν προμήθειαν ἀνταλλακτικῶν λαμβανομένων ὑπ' ὄψιν τῶν ἀναγκῶν λειτουργίας καὶ συντήσεως τοῦ Διυλιστηρίου. Ὁ Ἀνάδοχος θέλει ἐπίσης παράσῃ τιμοκαταλόγους ἢ τιμὰς διὰ τὰ ἀντίστοιχα ἀνταλλακτικὰ, ὅ δὲ Ἐργοδότης δικαιούται νὰ προμηθευθῇ παρὰ τοῦ Ἀναδόχου ἀνταλλακτικὰ μέχρι τῆς συνολικῆς ὡς ἄνω ἀξίας βάσει τῆς κατὰ τὸν χρόνον τῆς προμηθείας τιμῆς τούτων.

Ο Έργοδότης δικαιούται, όπως μέρος ή και το σύνολον των προβλεπόμενων ανταλλακτικών προμηθευθῇ ἐξ ἄλλης πηγῆς, ἐφ' ὅσον κρίνεται, ὅτι αἱ τιμαὶ τοῦ Ἀναδόχου δὲν τυγχάνουν εἰς αὐτὸν συμφέρονται. Ἐν τῇ περιπτώσει ταύτῃ τὸ συνολικὸν τίμημα θὰ μειοῦται κατὰ τὴν ἀξίαν τῶν μὴ προμηθευθησομένων παρὰ τοῦ Ἀναδόχου ανταλλακτικῶν.

8. Κατόπιν συμφωνίας μεταξὺ τοῦ Έργοδότη καὶ τοῦ Ἀναδόχου δύνανται νὰ κατασκευασθῶσιν εἰς ἑλληνικὰ ἐργοστάσια σιδηρεῖα κατασκευαὶ καὶ ἐξοπλισμοὶ δευτερευούσης φύσεως. Εἰς τὴν περίπτωσιν ταύτην τὸ ὡς ἄνω ὕλικόν καὶ ἐξοπλισμὸς θὰ πληρωθῇ εἰς δραχμάς, ἀλλὰ πόσον ἔσον πρὸς τὴν ἀξίαν τοῦ ἐν λόγῳ ὕλικου CIF ἑλληνικὸν λιμένα θὰ ἀφαιρεθῇ ἀπὸ τὸ συμπεφωνημένον. εἰς ξένον συνάλλαγμα τίμημα. Τὸ ἀφαιρεθησόμενον πόσον θὰ ἀντιπροσωπεύῃ τὴν τρέχουσαν τιμὴν προμηθείας τοιοῦτου ὕλικου ἐν Γερμανίᾳ διὰ παράδοσιν CIF ἑλληνικὸν λιμένα.

ΑΝΕΓΕΡΣΙΣ

Ἄρθρον 8.

1. Ο Ἀνάδοχος ἀναλαμβάνει τὴν πλήρη ἀνέγερσιν τοῦ Διυλιστηρίου καὶ τῶν δεξαμενῶν ἀργοῦ πετρελαίου εἰς τὰς ἐν ἄρθρῳ 1 παρ. 2 τῆς παρούσης συμβάσεως ὁρισθείσας θέσεις.

2. Τὸ ἔργον ἀνεγέρσεως θέλει ἐκτελεσθῇ ὑπὸ τοῦ Ἀναδόχου, ὅστις θέλει χρησιμοποίησιν πεπειραμένον ἀλλοδαπὸν προσωπικὸν καὶ Ἑλλήνας ὑπεργολάβους. Ο Έργοδότης ὑποχρεοῦται νὰ διαθέσῃ καὶ διορίσῃ Ἑλλήνας μηχανικοὺς ὡς καθορίζεται κατωτέρω.

3. Ο Ἀνάδοχος θὰ καταρτίσῃ γενικὸν πρόγραμμα τῶν ἐργασιῶν ἀνεγέρσεως καὶ θὰ ὑποβάλλῃ εἰς τὸν Έργοδότην μηνιαῖα προγράμματα καὶ ἐκθέσεις περὶ τῆς προόδου τῆς ἀνεγέρσεως.

4. Ο Έργοδότης ὑποχρεοῦται νὰ ἐξασφαλίσῃ ὅλας τὰς βάραις τῆς ἑλληνικῆς νομοθεσίας ἀπαιτουμένας ἀδείας διὰ τὴν κατασκευὴν τοῦ Διυλιστηρίου.

5. Ο Έργοδότης ἀναλαμβάνει τὴν ὑποχρέωσιν, ὅπως, κατὰ τὸ διάστημα τῆς κατασκευῆς τοῦ Διυλιστηρίου, ἐξασφαλίσῃ εἰς τὸν Ἀνάδοχον τὴν παροχὴν ἡλεκτρικοῦ ρεύματος, ὕδατος καὶ τῶν ἀπαιτουμένων ποσοτήτων ὀξυγόνου καὶ ἀσετυλίνης διὰ τὴν ἐκτέλεσιν συγκολλήσεων.

6. Ὅλα τὰ ἔργα πολιτικοῦ μηχανικοῦ θὰ ἐκτελεσθοῦν ὑπὸ πεπειραμένων Ἑλλήνων ὑπεργολάβων. Ο Ἀνάδοχος θὰ ἐκλέξῃ δι' ἑκάστον τομέα ἔργων πολιτικοῦ μηχανικοῦ περιωρισμένον ἀριθμὸν, οὐχὶ ὀλιγώτερον τῶν 6, ἑλληνικῶν ἐργοληπτικῶν ἐταιρειῶν ἢ ἑλληνικῶν βιομηχανικῶν, (ἐὰν τοιοῦτος ἀριθμὸς καταλλήλων ἑλληνικῶν ἐταιρειῶν ὑφίσταται εἰς τοὺς ἀντιστοιχοῦν τομεῖς), εἰδικευμένων εἰς τὰς ἐκτελεσθησομένας παρ' αὐτῶν ἐργασίας καὶ ἔχουσιν εὐρεῖαν πείραν τοῦ τύπου τῶν τοιοῦτων ἐργασιῶν. Αἱ ἐταιρεῖαι αὗται δεόν νὰ διαθέτουν ἀποδεδειγμένως τὰ ἀπαιτούμενα μέσα, τὰ μηχανήματα καὶ τὰ ἀναγκαῖα ὀχήματα διὰ τὰς περὶ ὧν πρόκειται ἐργασίας πολιτικοῦ μηχανικοῦ.

Αἱ ἐκτελεστέμεναι ὑπὸ τοῦ Ἀναδόχου ἑλληνικαὶ ἐταιρεῖαι θὰ κληθῶσιν, ὅπως ὑποβάλουν προσφοράς δι' ὅλα τὰ κύρια μέρη τῶν ἐργασιῶν πολιτικοῦ μηχανικοῦ. Ο Ἀνάδοχος θὰ παράσχῃ εἰς τὰς οὕτως ἐκλεγησόμενας ἐταιρείας ὅλας τὰς ἀναγκαῖας προδιαγραφάς, στοιχεῖα καὶ πληροφορίας, διὰ τὰ ἐκτελεσθησόμενα ὑπ' αὐτῶν ἔργα πολιτικοῦ μηχανικοῦ, καθορίζων τοὺς ὅρους ὑπὸ τοὺς ὁποίους δεόν νὰ ἐκτελεσθῶσιν τὰ ἔργα ταῦτα, τοὺς ὅρους πληρωμῆς, ἐγγυήσεις καὶ πᾶσαν ἄλλην ἀναγκαῖαν λεπτομέρειαν. Αἱ προσκλήσεις πρὸς ὑποβολὴν προσφορῶν καὶ αἱ ἐργολαβικαὶ συμβάσεις θὰ συντάσσονται εἰς ἑλληνικὴν καὶ ἀγγλικὴν γλῶσσαν ἀλλὰ κατὰ τὰ λοιπὰ ἅπαντα ἡ ἀλληλογραφία μετὰ τῶν Ἑλλήνων ὑπεργολάβων θὰ διεξάγεται εἰς τὴν ἀγγλικήν. Ο Έργοδότης καὶ ὁ Ἀνάδοχος θὰ καθορίσουν διαδικασίας διὰ τὴν δημοπράτησιν τῶν ἔργων, ἀντιπρόσωπος δὲ τοῦ Έργοδότη καὶ εἶναι παρὼν κατὰ τὸ ἀνοιγμὰ τῶν προσφορῶν.

Ο Ἀνάδοχος θὰ ἐξετάσῃ τὰς προσφοράς καὶ θὰ προβαίνει εἰς συγκρίσεις τιμῶν. Ο Ἀνάδοχος δικαιούται νὰ συνιστᾷ εἰς τὸν Έργοδότην τὴν ἀπόρριψιν προσφορῶν ὑπεργολάβων

ἐὰν, κατὰ τὴν γνώμην του, ἡ σχετικὴ προσφορὰ δι' εἰδικούς τεχνικοὺς λόγους δὲν τυγχάνει ἱκανοποιητικῆς.

Ο Ἀνάδοχος θὰ ὑποβάλλῃ τὰς συγκρίσεις κόστους καὶ τὰς συστάσεις του διὰ τὴν ἐκλογὴν τῶν ὑπεργολάβων εἰς ἑκάστην εἰδικὴν περίπτωσιν εἰς τὸν Έργοδότην. Συμφωνεῖται ὅτι ὁ Ἀνάδοχος κατὰ τὴν ὑποβολὴν τῶν συστάσεών του πρὸς τὸν Έργοδότην δὲν θὰ εἶναι ὑποχρεωμένος ὅπως λαμβάνῃ πάντα τε ὑπ' ὄψιν τὰς προσφοράς δι' ὧν προσφέρονται αἱ χαμηλότεραι τιμαί. Ο Έργοδότης, λαμβάνων ὑπ' ὄψιν τοὺς τὰς συστάσεις τοῦ Ἀναδόχου καὶ τὰς εὐθύναις τὰς ὁποίας ὁ Ἀνάδοχος ἀναλαμβάνει διὰ τῆς συμβάσεώς ταύτης, θὰ ἐγκρίνῃ ὅσον τὸ δυνατόν ταχύτερον τὴν ἐκλογὴν τοῦ ὑπεργολάβου εἰς ὃν θέλει ἀνατεθῇ ἡ ἐκτέλεσις ἑκάστου δημοπρατηθέντος ἔργου ἢ θὰ ἀνακοινῇ τὰς ἀντιρρήσεις αὐτοῦ εἰς τὸν Ἀνάδοχον. Ο Έργοδότης ὑποχρεοῦται, ἐν πάσῃ περιπτώσει, νὰ ἐγκρίνῃ ἢ μὴ ἐγκρίνῃ ἐντὸς τριῶν ἐργασιμῶν ἡμερῶν τὸ ἀργότερον ἀφ' ἧς ὁ Ἀνάδοχος τοῦ ὑποβάλλῃ τὴν σύγκρισιν κόστους καὶ τὰς συστάσεις αὐτοῦ.

Εἰς τὴν εὐρύτεραν δυνατὴν ἔκτασιν, θὰ συμφωνηθῶσιν τιμαὶ μονάδος διὰ τὰς ἐκσκαφάς, θεμελιώσεις, κλπ., ἐπιτρέπουσαι εἰς τὸν Ἀνάδοχον τὴν ἐκτέλεσιν τοιοῦτων ἐργασιῶν δι' ὑπεργολάβων, ἐφ' ὅσον αἱ ἐν λόγῳ ἐργασίαι εἶναι ἀναγκαῖαι ὅπως ἐκτελεσθοῦν ἐντὸς βραχέος χρονικοῦ διαστήματος σὺν τῇ προόδῳ τῆς ἐργασίας ἀνεγέρσεως.

Παρὰ τὰ ἀνωτέρω, ὁ Προϊστάμενος τῶν ἔργων πολιτικοῦ μηχανικοῦ τοῦ Ἀναδόχου εἰς τὸν τόπον τῶν ἔργων θὰ δικαιούται, ὅπως ἀναθέτῃ ἐργασίας πολιτικοῦ μηχανικοῦ ἀπ' εὐθείας ὡς προβλέπεται ἐν ἄρθρῳ 21 παρ. 1 τῆς παρούσης συμβάσεως.

Ο Έργοδότης καὶ ὁ Ἀνάδοχος συμφωνοῦν, ὅτι θὰ ἦτο σκόπιμον, ὅπως ἡ προμήθεια κοινῶν οἰκοδομικῶν ὕλικου, ὡς τσιμέντου καὶ πλίνθων, γίνεταί παρὰ τῶν παραγωγῶν ὕλικου, καὶ κατόπιν κοινῆς συμφωνίας ἐπὶ τοῦ σημείου τούτου ὁ Ἀνάδοχος θὰ λάβῃ προσφοράς διὰ τοιοῦτον ὕλικόν ἐν Ἑλλάδι καὶ θὰ ὑποβάλῃ τὰς προσφοράς ταύτας εἰς τὸν Έργοδότην πρὸς ἐγκρίσιν καὶ τοποθέτησιν παραγγελιῶν.

7. Ἡ ἐν τῇ προηγουμένῃ παραγράφῳ 6 ὁριζομένη διαδικασία θέλει τηρῆται καὶ ἐπὶ τῶν μεταφορῶν ὀλων τῶν ὕλικων καὶ τοῦ ἐξοπλισμοῦ εἰς τὴν θέσιν τοῦ Διυλιστηρίου καὶ τῶν δεξαμενῶν ἀργοῦ πετρελαίου.

8. Κατὰ τὴν περίοδον τῆς ἀνεγέρσεως, θὰ ἀνεγερθοῦν, δαπάναις τοῦ Έργοδότη, προσωρινὰ κτίσματα ἐπὶ τοῦ τόπου τῶν ἔργων διὰ τὴν χρῆσιν γραφείου, ἐναποθηκεύσεως καὶ σιτισμοῦ τοῦ προσωπικοῦ ἀνεγέρσεως τοῦ Ἀναδόχου. Τὰ ἐν λόγῳ προσωρινὰ κτίσματα θὰ ἐπιπλωθῶσι, διὰ τὴν χρῆσιν δι' ἣν προορίζονται, δαπάναις τοῦ Έργοδότη. Πρὸς τοῦτο ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ὑποβάλλῃ πρὸς ἐγκρίσιν εἰς τὸν Έργοδότην σχέδια καὶ προϋπολογισμοὺς ἀνεγέρσεως τῶν προσωρινῶν τούτων κτισμάτων, ἡ ἐγκρίσεις δὲ αὕτη θὰ διδεται ἐντὸς πέντε (5) ἐργασιμῶν ἡμερῶν τὸ ἀργότερον.

Ο Ἀνάδοχος, πάντως, θέλει προσπαθῆσῃ, ὅπως ἀποφύγῃ τὴν ἀνέγερσιν προσωρινῶν κτισμάτων, διὰ τῆς ἀνεγέρσεως μονίμων κτιρίων τοῦ Διυλιστηρίου, ἅτινα θὰ ἠδύναντο νὰ χρησιμοποιηθοῦν διὰ τοὺς ὡς ἄνω σκοπούς.

9. Ο Έργοδότης, ἐπὶ τῇ ἐγγράφῳ αἰτήσῃ τοῦ Ἀναδόχου, ὑποχρεοῦται νὰ ἐγκαταστήσῃ τὴν ἀπαιτουμένην ἀστυνομικὴν ἢ στρατιωτικὴν δύναμιν διὰ τὴν ἀσφάλειαν τοῦ παραλαμβανόμενου καὶ ἐγκαθισταμένου ὕλικου εἰς τὴν θέσιν τοῦ Διυλιστηρίου καὶ τὴν θέσιν τῶν δεξαμενῶν ἀργοῦ πετρελαίου, καὶ ἐκτὸς τούτων.

10. Ἡ Ἐγκατάστασις τοῦ ἐξοπλισμοῦ τοῦ Διυλιστηρίου θέλει ἐκτελεσθῇ ὑπὸ τοῦ Ἀναδόχου δι' ἐμπείρου εἰδικευμένου ἀλλοδαποῦ προσωπικοῦ, οὗτινος αἱ ἀποδοχαὶ ἔχουσι περιληφθῇ εἰς τὸ συμπεφωνημένον εἰς ξένον συνάλλαγμα τίμημα τοῦ Διυλιστηρίου καὶ ἐν συνεργασίᾳ μετ' Ἑλλήνων Μηχανικῶν προσληφθησομένων κατὰ τοὺς ὅρους τῆς ἐπομένης παραγράφου ὡς καὶ Ἑλλήνων Ἐργατοτεχνιτῶν.

Ο Έργοδότης συμφωνεῖ, ὅπως προσληφθῇ τὸ κατωτέρω ἐργατοτεχνικὸν προσωπικὸν εἰς βάρος τῶν εἰς δρχ δαπανῶν :

- 157 Τεχνίται (σδηρουργοί και μηχανοτεχνίται)
109 Όξυγονοκολληταί
104 Τεχνίται σωληνώσεων
40 Ηλεκτροτεχνίται

Ο Ανάδοχος, εις την περίπτωσιν δεν δύναται να εξεργη εν Ελλάδι το αναγκαίον δια την εκτέλεσιν του έργου εργατοτεχνικών προσωπικών, θα δικαιούται να συμπληρώση τοῦτο δι' άλλοδαπὸν προσωπικόν, δαπάναις τοῦ Ἐργοδότη.

Αἱ ἐργασίαι ἀνεγέρσεως τοῦ Διυλιστηρίου, ἡ ἀξία τῶν ὑποίων δεν συμπεριλαμβάνεται εἰς τὸ εἰς ξένον συνάλλαγμα συμπεφωνημένον τίμημα, θέλουσι κατὰ προτίμησιν εκτελεσθῇ μέσῳ Ἑλλήνων ὑπεργολάβων κατὰ τὴν διαδικασίαν τῆς παραγράφου 6 τοῦ παρόντος άρθρου.

11. Ο Ανάδοχος δικαιούται, ὅπως προσλάβῃ ἀναλόγως τῶν ἀναγκῶν του, κατόπιν ἐγκρίσεως τοῦ Ἐργοδότη, ὅσον ἀφορᾷ τὸ μισθολόγιον καὶ τὰς ἐν γένει ἀποδοχάς, ἐξ (6) Ἑλλήνας Πολιτικούς Μηχανικούς καὶ ὀκτὼ (8) Ἑλλήνας Μηχανολόγους Μηχανικούς, ἵνα βοηθήσουν αὐτὸν κατὰ τὰς ἐργασίας Πολιτικοῦ Μηχανικοῦ καὶ ἀνεγέρσεως τοῦ Διυλιστηρίου.

Τὰ καθήκοντα τῶν Ἑλλήνων τούτων Μηχανικῶν κατὰ τὸ διάστημα τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου καὶ μέχρι τῆς ἀποπεράτωσεως ταύτης θὰ ἀνατίθενται εἰς αὐτοὺς ἀποκλειστικῶς ὑπὸ τῶν Προϊσταμένων τοῦ Ἀναδόχου, διὰ τὰ ἔργα Πολιτικοῦ Μηχανικοῦ καὶ ἀνεγέρσεως. Ἡ δαπάνη διὰ τὴν πρόσληψιν τοῦ προσωπικοῦ τούτου ὡς ἐπίσης καὶ τοῦ κατὰ τὴν προηγουμένην παράγραφον εργατοτεχνικοῦ προσωπικοῦ θὰ βαρύνῃ τὸν Ἐργοδότην.

12. Ο Ανάδοχος θὰ παράσχη ἅπαντα τὰ ἀναγκαῖα ἐργαλεῖα ἀνεγέρσεως δαπάναις αὐτοῦ. Ἄπαντα τὰ ἐργαλεῖα ταῦτα θὰ ἐπιστραφοῦν εἰς τὸν Ἀνάδοχον μετὰ τὴν συμπλήρωσιν τοῦ έργου ἀνεγέρσεως τοῦ Διυλιστηρίου.

13. Ὑλικά εἰσαχθέντα ἐκ τοῦ ἐξωτερικοῦ καὶ μὴ χρησιμοποιηθέντα μέχρις ἀποπεράτωσεως τοῦ έργου τῆς παρούσης συμβάσεως, ἐφ' ὅσον δεν ἤθελεν ἀποδεχθῇ ταῦτα ὁ Ἐργοδότης ὡς ἀνταλλακτικά, θὰ ἀποτελοῦν ἰδιοκτησίαν τοῦ Ἀναδόχου, ὅστις θὰ δικαιούται, εἴτε νὰ πωλήσῃ ταῦτα εἰς τὸν Ἐργοδότην εἰς συμφωνηθησομένην τιμὴν, εἴτε νὰ τὰ ἀποκομίσῃ καὶ διαθέσῃ ἐν Ελλάδι καταβάλλων τοὺς νενομισμένους δασμούς, εἴτε νὰ τὰ ἐπανεξαγάγῃ εἰς τὸ ἐξωτερικόν.

Πάντα τὰ μὴ χρησιμοποιηθέντα ὑλικά, ἅτινα ἡγοράσθησαν ἔναντι δραχμῶν ἀποτελοῦν ἰδιοκτησίαν τοῦ Ἐργοδότη.

14. Ο Ανάδοχος δικαιούται, ὅπως, ἀφοῦ λάβῃ τὴν ἐγκρίσιν τοῦ Ἐργοδότη, ὅσον ἀφορᾷ τὸν ἀριθμὸν, τοὺς μισθοὺς καὶ ἀποδοχὰς ἐν γένει, προσλάβῃ τὸ ἀναγκαῖον ἑλληνικὸν προσωπικὸν δι' ἐργασίαν εἰς τὰ γραφεῖα τοῦ Ἀναδόχου ἐν Ελλάδι (γραφεῖον εἰς τὸν τόπον τῶν ἔργων καὶ λογιστικὸν γραφεῖον).

Τὰ καθήκοντα τοῦ ἑλληνικοῦ προσωπικοῦ τοῦ γραφείου θὰ ἀνατίθενται εἰς τοῦτο ἀποκλειστικῶς ὑπὸ τοῦ Ἀναδόχου. Ἐπιπροσθέτως διὰ τὰς ὑπὸ τοῦ Ἀναδόχου προσφερθῆσιν ἐν Ελλάδι ὑπηρεσίας, ἐν σχέσει πρὸς τὴν ἐπιλογὴν τῶν ὑπεργολάβων, τὴν σύγκρισιν τῶν προσφορῶν, κατάρτισιν τῶν ὀριστικῶν ἐργολαβικῶν συμβάσεων μετὰ τῶν ὑπεργολάβων ὡς καὶ τὴν ἐν γένει λογιστικὴν καὶ διαχειριστικὴν ὑπηρεσίαν, ὁ Ἀνάδοχος δικαιούται νὰ προσλάβῃ εἰδικευμένον ξένον προσωπικόν, ὁ ἀριθμὸς τοῦ ὁποίου δεν δύναται νὰ ὑπερβῇ τοὺς ἐξ (6). Ο Ἀκριβὲς ἀριθμὸς τοῦ ἀνωτέρω προσωπικοῦ καὶ ἡ ἀποζημίωσις τοῦ Ἀναδόχου διὰ τὸ προσωπικὸν τοῦτο θέλει συμφωνηθῇ μετὰ τοῦ Ἐργοδότη κατὰ τὸν χρόνον ὁργανώσεως τῶν ἐν Ελλάδι ἀντιστοίχων ὑπηρεσιῶν αὐτοῦ.

15. Ἀμα τῇ συμπληρώσει τοῦ έργου τῆς ἀνεγέρσεως ὁ Ἀνάδοχος θὰ ὑποβάλῃ εἰς τὸν Ἐργοδότην τὰ κατωτέρω σχέδια, βιβλία, ὁδηγίας καὶ ἔγγραφα.

α) Τρία ἀντίγραφα δεδεμένα εἰς ἓνα ἢ πλείονας τόμους περιέχοντα ὅλα τὰ στοιχεῖα καὶ ἐντυπα ἐκδοθέντα ὑπὸ τῶν κατασκευαστῶν τῶν κυρίων εἰδῶν ἐξοπλισμοῦ, ὡς καὶ γενικὰ σχέδια δοχείων ὑπὸ πίεσιν καὶ ἄλλο περιγραφικόν

ὕλικόν, συνήθως χρησιμοποιούμενον ὑπὸ τῶν συνεργείων συντηρήσεως καὶ λειτουργίας.

β) Ἀντίγραφον δι' ἐν ἑκάστον τῶν σχεδίων κατασκευῆς ἐπὶ διαφανοῦς χάρτου, συμπεριλαμβανομένου τοπογραφικοῦ διαγράμματος ἐμφαίνοντος τὴν θέσιν ἀνεγέρσεως ἐκάστης συσκευῆς.

γ) Ἐγχειρίδια καὶ βιβλία ὁδηγίων λειτουργίας διὰ τὰς μονάδας ἐπεξεργασίας καὶ τὰς βοηθητικὰς τοιαύτας.

ΕΛΕΓΧΟΣ ΥΛΙΚΟΥ ΚΑΙ ΔΟΚΙΜΑΙ ΔΕΙΤΟΥΡΓΙΑΣ ΤΩΝ ΜΗΧΑΝΩΝ ΚΑΙ ΤΩΝ ΣΥΝΘΕΤΙΚΩΝ ΤΜΗΜΑΤΩΝ ΤΟΥ ΔΙΥΛΙΣΤΗΡΙΟΥ

Ἄρθρον 9.

1. Ο Ανάδοχος ὑποχρεοῦται νὰ ἐνεργῇ τοὺς ἀναγκαίους ἐλέγχους καὶ δοκιμὰς τῶν ὑλικῶν ἐν γένει εἰς τὰ ἐργοστάσια τῶν πωλητῶν ἢ κατασκευαστῶν πρὸ τῆς ὑπ' αὐτοῦ παραλαβῆς τούτων, ὡς καὶ τοὺς ἀναγκαίους ἐλέγχους μετὰ τὴν ἐγκατάστασιν τούτων ἐν Ελλάδι, συμφώνως πρὸς τὴν παραδεδομένην ἐν τῇ βιομηχανίᾳ πρακτικῇ. Πλήρεις ἐκθέσεις ἐπὶ τῶν τοιούτων ἐλέγχων καὶ δοκιμῶν θὰ καταρτίσῃ ὁ Ἀνάδοχος καὶ θὰ ὑποβάλῃ εἰς τὸν Ἐργοδότην.

2. Ο Ανάδοχος ὑποχρεοῦται ὅπως εκτελέσῃ παρουσία τῶν ἀντιπροσώπων τοῦ Ἐργοδότη τὰς ἀναγκαῖας μηχανολογικὰς δοκιμὰς λειτουργίας τοῦ ἐξοπλισμοῦ. Ἡ ἐπιτυχὴς μηχανολογικὴ δοκιμὴ οἰοῦνδ' ὅτι συνθετικὸν τμήματος τοῦ Διυλιστηρίου, ἐκτελουμένη συμφώνως πρὸς τοὺς παραδεδομένους κανόνες, ὡς εἴθισται ἐν τῇ βιομηχανίᾳ πετρελαίου ἐν Η.Π.Α. καὶ συνεχῶς ἐπὶ διάστημα μὴ ὑπερβαῖνον τὰς εικοσι τέσσαρας (24) ὥρας συνεχοῦς λειτουργίας θὰ θεωρηθῇ ὡς ἐπαρκὴς ἀποδεικνύουσα τὴν μηχανολογικὴν τελειότητα τῶν ἐν λόγῳ τμημάτων. Αἱ ἀπαιτηθῆσμεναι εἰς δραχμὰς δαπάναι διὰ τὴν εκτέλεσιν τῶν ἀνωτέρω δοκιμῶν βαρύνουν τὸν Ἐργοδότην. Ο Ἐργοδότης θὰ ἔχῃ τὴν ἐκλογὴν τῆς εκτελέσεως τῶν ὡς ἔνω δοκιμῶν δι' ἰδίου προσωπικοῦ καὶ ὑπὸ τὴν ἐποπτείαν τοῦ Ἀναδόχου.

ΠΡΟΘΕΣΜΙΑ ΑΠΟΠΕΡΑΤΩΣΕΩΣ ΤΗΣ ΑΝΕΓΕΡΣΕΩΣ ΤΟΥ ΔΙΥΛΙΣΤΗΡΙΟΥ

Ἄρθρον 10.

1. Ο Ανάδοχος ὑποχρεοῦται, ὅπως ὁλοκληρώσῃ τὴν ἀνέγερσιν τοῦ Διυλιστηρίου ἐντὸς προθεσμίας 24 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐγκρίσεως τῶν σχεδίων διατάξεως τῶν μηχανολογικῶν ἐγκαταστάσεων καὶ διαγραμμάτων λειτουργίας ὡς αὕτη καθορίζεται εἰς τὰς ἀντιστοίχους παραγράφους τοῦ άρθρου 6 τῆς παρούσης συμβάσεως.

Ὡς ἀποπεράτωσις τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου νοεῖται ἡ ἡμερομηνία, καθ' ἣν τὸ Διυλιστήριον εἴναι ἑτοιμον πρὸς λειτουργίαν, ἥτοι ἡ ἡμερομηνία κατὰ τὴν ὁποίαν δύναται νὰ διοχετευθῇ πετρέλαιον εἰς τὰς σωληνώσεις καὶ τὰς ἀποθήκας πετρελαίου αὐτοῦ, αἱ διάφοραι ἐγκαταστάσεις τοῦ Διυλιστηρίου εὐρίσκονται ἐν λειτουργίᾳ καὶ αἱ μονάδες ἀποστάξεως ἀργοῦ πετρελαίου καὶ κατανεμητικῆς ἀναμορφώσεως εἴναι ἑτοιμοὶ πρὸς λειτουργίαν. Κατὰ τὴν χρόνον τοῦτον συμπληρωματικαὶ ἐργασίαι, μὴ ἐπηρεάζουσιν τὴν λειτουργίαν τῶν μονάδων ἀποστάξεως ἀργοῦ πετρελαίου καὶ ἀναμορφώσεως, δύναται νὰ εκτελῶνται. Ἐπὶ παραδείγματι, ἡ μὲν ἀναγκαζομένη ἀσφάλτισιν μετὰ τῶν ἐγκαταστάσεων πληρώσεως βραχείων εἴναι δυνατόν νὰ μὴ ἔχῃ ἀποπερατωθῇ, ἀλλ' οὐχ ἔττον ἥμως αἱ περισσώτεραι καὶ σημαντικώτεραι μονάδες κατεργασίας μετὰ τῶν βοηθητικῶν αὐτῶν ἐγκαταστάσεων θὰ εἴναι ἑτοιμοί.

Εἰς περίπτωσιν καθ' ἣν ἡ ἀποπεράτωσις τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου ἤθελε καθυστερήσῃ διὰ λόγους ὀφειλομένους ἀποκλειστικῶς εἰς τὴν μὴ ἐγκαιρὴν παράδοσιν τοῦ ἐξοπλισμοῦ τοῦ Διυλιστηρίου ἐκ Γερμανίας ἢ εἰς τὴν μὴ ἐγκαιρὴν πρόσληψιν ἐκ μέρους τοῦ Ἀναδόχου τοῦ άλλοδαπὸν προσωπικοῦ τοῦ ἀναγκαζομένου διὰ τὴν ἀνέγερσιν τοῦ Διυλιστηρίου, ὁ Ἀνάδοχος θὰ ὑποβάλλῃ εἰς ποινικὴν ρῆτραν πεντακοσίον (500) Δωλλαρίων δι' ἐκάστην ἡμέραν καθυστέρήσεως κατὰ τοὺς δύο πρώτους μῆνας ἀπὸ

τῆς λήξεως τῆς προθεσμίας ἀποπερατώσεως καὶ μετὰ τὴν πάροδον εἰκοσι ἕξ (26) μηνῶν, ἡ ποινικὴ ρῆτρα θὰ ἀυξηθῇ καὶ θὰ ἰσοῦται πρὸς τὸ ποσὸν τῶν ὀφειλομένων τόκων, κατὰ τὴν ἀντίστοιχον παρίοδον.

Εἰς περίπτωσιν καθυστέρησεως τοῦ ἔργου ἀνεγέρσεως τοῦ Διυλιστηρίου ἐν Ἑλλάδι ὀφειλομένης εἰς ὑπαιτιότητα τοῦ Ἀναδόχου, ἐν ὅψει τοῦ γεγονότος ὅτι εἶναι δυνατόν νὰ ἀντιμετωπίσῃ οὗτος παράγοντας κατὰ τὴν κατασκευὴν ἀγνώστους εἰς αὐτόν, θὰ χορηγῆται παράτασις προθεσμίας (2) μηνῶν πρὸ τῆς εἰς αὐτόν ἐπιβολῆς οἰκισθῆναι ποινικῆς ρῆτρας.

Μετὰ τὴν παρέλευσιν τῶν δύο (2) μηνῶν θὰ ἐπιβάλλεται εἰς τὸν Ἀνάδοχον ποινικὴ ρῆτρα πεντακοσίων (500) δολαρίων δι' ἐκάστην ἡμέραν καθυστέρησεως ἐφ' ὅσον ἤθελεν ἀποδειχθῇ ὅτι αὕτη ὀφείλεται ἀποκλειστικῶς εἰς ὑπαιτιότητα αὐτοῦ.

Αἱ ἀνωτέρω ὑποχρεώσεις τοῦ Ἀναδόχου βασιζοῦνται ἐπὶ μιᾷ συνεχοῦς καὶ πλήρους συνεργασίας μετὰ τῆς Ἑλληνικῆς Κυβερνήσεως καὶ τῶν Ὑπηρεσιῶν τῆς.

Καθυστερήσεις τῆς ὁλοκληρώσεως τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου ὀφειλομένη εἰς ὑπαιτιότητα, ἀμέλειαν ἢ ἀδυναμίαν τῶν ὑπεργολάβων τοῦ Ἀναδόχου, ὅπως ἐκτελέσων ἐμπροθέσμως τὰ ἀνατεθέντα εἰς αὐτοὺς ἔργα, θέλει ἐπιφέρει παράτασιν τῆς συμπερασμένης 24μηνου προθεσμίας πρὸς ἀποπεράτωσιν τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου, ἀνάλογον πρὸς τὴν καθυστέρησιν ἐν τῇ ἀποπεράτῳ τοῦ Διυλιστηρίου, ἥτις ἐδημιουργήθη λόγῳ τῆς καθυστέρησεως τῶν ὑπεργολάβων. Κατὰ τὸν αὐτὸν τρόπον ἡ προθεσμία θὰ παρατείνεται δι' οἰανδήποτε καθυστέρησιν μὴ ὀφειλομένην εἰς ὑπαιτιότητα τοῦ Ἀναδόχου α) εἰς τὴν ἐκφόρτωσιν, ἐκτελωνισμόν, τὴν μεταφορὰν τοῦ ἀφιχθέντος ἐν Ἑλλάδι ὑλικοῦ εἰς τὸν τόπον ἀνεγέρσεως τοῦ Διυλιστηρίου καὶ τὸν τόπον ἀνεγέρσεως τῶν δεξαμενῶν ἀργοῦ πετρελαίου, καὶ εἰς τὴν παράδοσιν τοιοῦτου ὑλικοῦ εἰς τὸν Ἀνάδοχον, β) εἰς τὴν ἔγκρισιν σχεδίων καὶ προδιαγραφῶν, γ) εἰς τὴν διάθεσιν τῶν ἀναγκαιῶν εἰς δραχμὰς ποσῶν, δ) εἰς τὴν ἔγκρισιν ὑπεργολάβων, ε) εἰς τὴν δυσχέρειαν ἐξευρέσεως ἑλληνικοῦ ἐργατοτεχνικοῦ προσωπικοῦ, καὶ ἄλλου ἑλληνικοῦ προσωπικοῦ, ὡς καὶ οἰανδήποτε ἄλλην καθυστέρησιν διὰ τὴν ὁποίαν ὁ Ἀνάδοχος δὲν εἶναι ὑπεύθυνος, ὡς καθυστέρησεις ὀφειλόμεναι εἰς κλοπὴν καὶ θραῦσιν ὑλικοῦ κατὰ τὴν μεταφορὰν ἢ κατὰ τὴν ἀνέγερσιν.

Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ἐντὸς τεσσάρων (4) μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐγκρίσεως τῶν σχεδίων διατάξεως τῶν μηχανολογικῶν ἐγκαταστάσεων καὶ τῶν διαγραμμάτων λειτουργίας ὑποβάλλῃ πρὸς ἔγκρισιν εἰς τὸν Ἐργοδότην πρόγραμμα κατασκευῆς, ἐμφαίνον λεπτομερῶς τὰς ἐκτελεσθησόμενας ἐργασίας καὶ κατανέμον τὸν χρόνον κατασκευῆς ἐκάστου ἔργου.

2. Αἱ ἐν τῇ προηγούμενῃ παραγράφῳ ἀναφερόμεναι συμπληρωματικαὶ ἐργασίαι, αἱ μὴ ἐπηρεάζουσαι τὴν ἰκανότητα λειτουργίας τῶν μονάδων ἀποστάξεως ἀργοῦ πετρελαίου καὶ ἀναμορφώσεως, θὰ ἐκτελεσθοῦν ὑπὸ τοῦ Ἀναδόχου ἐντὸς δύο (2) μηνῶν ἀπὸ τῆς ἡμερομηνίας συμπληρώσεως τῶν κυρίων μονάδων λειτουργίας, εἰς τρόπον ὥστε, ἐντὸς τῆς προθεσμίας ταύτης νὰ ἔχῃ συμπληρωθῇ ἡ ἀνέγερσις ἀπασῶν τῶν ἐγκαταστάσεων τοῦ Διυλιστηρίου. Κατὰ τὸν χρόνον τοῦτογ ἄπασαι αἱ μηχανολογικαὶ δοκιμαὶ θὰ ἔχουν ἐκτελεσθῇ, ὁ δὲ ἐξοπλισμός, τὸ ὑλικὸν καὶ τὰ τμήματα τοῦ Διυλιστηρίου θὰ ἔχουν δοκιμασθῇ ἰκανοποιητικῶς καὶ ρυθμισθῇ κατὰ τρόπον ἐπιτρέποντα τὴν ἐναρξιν λειτουργίας ὅλων τῶν τμημάτων τοῦ Διυλιστηρίου. Ὁ Ἀνάδοχος θὰ γνωστοποιήσῃ ἐγγράφως εἰς τὸν Ἐργοδότην, ὅτι ἡ κατασκευὴ ἐπερατώθη καὶ ὅτι τὸ Διυλιστήριον εἶναι ἑτοιμον πρὸς ἐναρξιν λειτουργίας.

Ἡ ἡμερομηνία τῆς τοιαύτης γνωστοποιήσεως, ἐφ' ὅσον γίνῃ ἀποδεκτὴ ὑπὸ τοῦ Ἐργοδότη, θὰ ἀποτελέσῃ «τὴν ἡμερομηνίαν ἀποπερατώσεως τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου».

Αἱ ἐργασίαι ἐλαυρωματικοῦ καὶ καθαρισμοῦ εἶναι δυνατόν νὰ ἐκτελεσθῶσι καὶ μετὰ τὴν ἡμερομηνίαν ταύτην. Ὁ Ἐργοδότης ἐντὸς πέντε (5) ἡμερῶν ἀπὸ τῆς λήξεως τῆς ἀνακοινώσεως τοῦ Ἀναδόχου περὶ τῆς ἡμερομηνίας ἀποπερατώ-

σεως τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου δικαιούται, ὅπως ἀποδεχθῇ ἐγγράφως τὴν ἡμερομηνίαν ταύτην ὡς ἡμερομηνίαν ἀποπερατώσεως τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου ἢ ἀπορρίψῃ ταύτην διὰ λόγους στηριζομένους ἐπὶ τῶν ἐγκριθεισῶν προδιαγραφῶν καὶ σχεδίων καὶ ὑποδείξῃ τὰς ἀπαιτούμενας ἐργασίας, αἵτινες εἶναι ἀναγκαῖαι ἵνα αἱ ἐγκαταστάσεις ἀνταποκριθῶσιν εἰς τὰ σχέδια, τὰς μελέτας καὶ τὰς προδιαγραφάς. Παρελθούσης ἀπράκτου τῆς προθεσμίας ταύτης θεωρεῖται, ὅτι ὁ Ἐργοδότης ἀποδέχεται τὴν ὑπὸ τοῦ Ἀναδόχου ὁρισθεῖσαν ἡμερομηνίαν ἀποπερατώσεως τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου. Εἰς περίπτωσιν μὴ ἀποδοχῆς τῆς ἀνωτέρω ἡμερομηνίας ἡτιολογημένης ὑπὸ τοῦ Ἐργοδότη, ὁ Ἀνάδοχος ὑποχρεοῦται νὰ συμπληρώσῃ ἀπάσας τὰς ἀναγκαίας τροποποιήσεις, οὐχὶ βραδύτερον τοῦ ἐνὸς (1) μηνὸς ἀπὸ τῆς ἡμερομηνίας τῆς πρὸς αὐτὸν γνωστοποιήσεως περὶ τῆς μὴ ἀποδοχῆς ἐκ μέρους τοῦ Ἐργοδότη, ἐκτὸς ἐὰν αἱ τροποποιήσεις ἀπαιτήσουν τὴν εἰσαγωγὴν ὑλικοῦ. Ἐν τοιαύτῃ περιπτώσει ὁ Ἀνάδοχος ὀφείλει νὰ καταβάλῃ πᾶσαν προσπάθειαν ὅπως προμηθευθῇ τὸ τοιοῦτον ὑλικὸν ἀντικαταστάσεως ἐντὸς δύο (2) μηνῶν, ἐκτὸς ἐὰν ἀποδειχθῇ ὅτι ἡ κατασκευὴ καὶ προμήθεια τούτου ἀπαιτεῖ πρόσθετον χρόνον.

Ἡ ἡμερομηνία καθ' ἣν θέλει ἐπέλθῃ συμφωνία ὡς πρὸς τὴν ἀποπεράτωσιν τοῦ Διυλιστηρίου θέλει θεωρηθῇ ὡς ἡμερομηνία ἀποπερατώσεως ἀνεγέρσεως τοῦ Διυλιστηρίου, ἢ δὲ ἡμερομηνία αὕτη θὰ ἐπικυρωθῇ διὰ πρωτοκόλλου μετὰ τοῦ Ἐργοδότη καὶ τοῦ Ἀναδόχου.

ΔΟΚΙΜΑΙ ΛΕΙΤΟΥΡΓΙΑΣ

Ἄρθρον 11

1. Αἱ δοκιμαὶ λειτουργίας θὰ ἀρχίσουν εὐθὺς ὡς αἱ μονάδες κατεργασίας, ἀποτελοῦσαι ἐνιαῖον συγκρότημα, ἀποπερατωθῶν καὶ εἶναι διαθέσιμοι πρὸς τοῦτο λαμβανομένων πλήρως ὑπ' ὄψιν τῶν ἀναγκῶν ἀσφαλείας, εἰδικῶς δὲ ὅσον ἀφορᾷ τοὺς ἐνδεχομένους κινδύνους εἰς ἐκτελούμενα ἔργα ἀνεγέρσεως εἰς ἄλλα σημεῖα τοῦ Διυλιστηρίου.

2. Ὁ Ἀνάδοχος θὰ παράσχῃ διὰ τὴν ἀρχικὴν λειτουργίαν τοῦ Διυλιστηρίου τὰς Ὑπηρεσίας Μηχανικῶν λειτουργίας οἱ ὁποῖοι θὰ ἀσχοῦν ἐποπτεῖαν ἐπὶ τῆς λειτουργίας τῶν ἐγκαταστάσεων τοῦ Διυλιστηρίου κατὰ τὴν ἐναρξιν καὶ τὰς δοκιμαίας λειτουργίας.

3. Ὑπὸ τὴν ἐποπτείαν τῶν Μηχανικῶν λειτουργίας τοῦ Ἀναδόχου ὁ Ἐργοδότης θὰ προβῇ εἰς τὴν ἐνέργειαν δοκιμῶν λειτουργίας, συμφώνως πρὸς τὰς διατάξεις τοῦ παρόντος ἄρθρου, ὅσας ἤθελε ζητήσῃ τοῦτο ὁ Ἀνάδοχος, οὗτος δὲ θὰ μεριμνήσῃ διὰ τὴν ἐκτέλεσιν οἰανδήποτε ἀναπροσαρμογῶν, μεταβολῶν ἢ προσθηκῶν, ἃς ὁ ἴδιος ἤθελε κρίνῃ ἀναγκαίας διὰ τὴν ἐπιτυχίαν τῶν δοκιμῶν λειτουργίας. Οἰανδήποτε δαπάναι διὰ τὸ ἀπαιτούμενον ἐκ τοῦ Ἐξωτερικοῦ ὑλικοῦ καὶ ἐξοπλισμοῦ, διὰ τὴν ἐκτέλεσιν τῶν τοιοῦτων ἀναπροσαρμογῶν, μετατροπῶν καὶ προσθηκῶν, θὰ βαρύνουν τὸν Ἀνάδοχον αἱ δὲ δαπάναι εἰς δραχμὰς θὰ βαρύνουν τὸν Ἐργοδότην.

4. Ἡ ἰκανότης τοῦ Διυλιστηρίου ὅπως ἀνταποκριθῇ εἰς τὰς διὰ τοῦ ἄρθρου 12 τῆς παρούσης συμβάσεως, παρεχόμενας ἐγγυήσεις θὰ καθορισθῇ καὶ ἐλεγχθῇ δυνάμει δοκιμῶν λειτουργίας τοῦ Διυλιστηρίου ἐκτελουμένων συμφώνως πρὸς τὰς ἐπομένους παραγράφους, ἐπὶ τῇ βάσει τοῦ μέσου ὅρου τῶν ἀποτελεσμάτων λειτουργίας δέκα (10) συνεχῶν ἡμερῶν.

5. Ἡ λειτουργία καὶ ἡ συντήρησις τοῦ Διυλιστηρίου καθ' οἰονδήποτε χρόνον θὰ εἶναι ὑπὸ τὸν ἑλεγχον καὶ τὰς ὁδηγίας τοῦ Ἐργοδότη, ἀλλὰ κατὰ τὴν περίοδον τῆς ἀρχικῆς λειτουργίας καὶ κατὰ τὰς δοκιμαίας λειτουργίας, τὸ Διυλιστήριον θὰ λειτουργῇ συμφώνως πρὸς διαδικασίαν συμφωνηθησομένην μετὰ τοῦ Ἀναδόχου καὶ παρουσίᾳ τῶν Μηχανικῶν λειτουργίας τοῦ Ἀναδόχου. Ἐπὶ τῇ αἰτήσῃ τοῦ Ἀναδόχου ὁ Ἐργοδότης θὰ λειτουργήσῃ τὸ Διυλιστήριον ἢ οἰονδήποτε τμήμα τούτου, καθ' ὃ διαστήματα θέλει υποδείξῃ ὁ Ἀνάδοχος χρησιμοποιοῦν προϊόντα τροφοδοτήσεως ἐφ' ὅν βασιζοῦνται αἱ ἐγγυήσεις καὶ ὑπὸ τὰς ὁδηγίας τὰς καθορισθῶσιν ὑπὸ τοῦ Ἀναδόχου, οὕτως ὥστε νὰ δύναται ὁ Ἀνάδοχος νὰ διαπιστώσῃ κατὰ πόσον τὸ Διυλιστήριον ἢ τμήματα αὐτοῦ ἀνταποκρίνονται πρὸς τὰς ἐγγυήσεις λειτουργίας.

γίας, η ποία διορθώσεις είναι τυχόν αναγκαίαι να τὸ Διυλιστήριο ἢ τμήματ' αὐτοῦ ὑποστοῦν ἐπιτυχεῖς δοκιμαῖς λειτουργίας. Ὁ Ἐργοδότης θὰ ὑποχρεωθῇ ὅπως διατηρῇ τὸ Διυλιστήριο ἐν καλῇ καταστάσει, οὕτως ὥστε καλ' οἰονδη-ποτε χρόνον ὁ ἐξοπλισμὸς τοῦ Διυλιστηρίου νὰ δύναιται νὰ λειτουργῇ συμφώνως πρὸς τὰς προδιαγραφὰς ἐξοπλισμοῦ.

Αἱ δοκιμαὶ λειτουργίας θὰ ἐκτελεσθῶν συμφώνως πρὸς τὰς ὁδηγίας τοῦ Ἀναδόχου καὶ ὑπὸ τὴν ἐπίβλεψιν τῶν Μηχανικῶν λειτουργίας τοῦ Ἀναδόχου, ὅσας ἤθελε ζητήσῃ ὁ Ἀνάδοχος καὶ ἐντὸς διακοσίων δέκα (210) ἡμερῶν μετὰ τὴν ἡμερομηνίαν, ἀφ' ἧς αἱ ἀντίστοιχοι μονάδες κατεργασίας θὰ εἶναι μετ' ἀσφαλείας διαθέσιμοι διὰ τὴν ἐκτέλεσιν δοκιμῶν λειτουργίας, συμφώνως πρὸς τὴν προθεσίαν τοῦ ἄρθρου 10 παρ. 1 ἢ ἐντὸς ἐκατὸν πενήκοντα (150) ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ἀποπερατώσεως τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου, ὡς καθορίζεται ἐν ἄρθρῳ 10 παρ. 2, ἰσχυούσης ἐν πάσῃ περιπτώσει τῆς μακροτέρας τῶν δύο τούτων προθεσμιῶν.

6. Εἰς τὸν Ἀνάδοχον παρέχεται ἡ ἐν τῇ προηγουμένῃ παραγράφῳ καθοριζομένη προθεσμία ἐντὸς τῆς ὁποίας τὸ Διυλιστήριο θάλει ἀνταποκριθῇ πρὸς τὰς ἐγγυήσεις αὐτοῦ. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ διὰ κοινῆς συμφωνίας συμφώνως πρὸς τὸ ἄρθρον 32 τῆς παρούσης συμβάσεως ἀπερὶ ἀνωτέρας βίας) ἢ ἐὰν προκληθῶσι καθυστερήσεις ἐξ ἄλλων λόγων ἐκτὸς τοῦ ἐλέγχου τοῦ Ἀναδόχου ἢ ἐὰν ὁ ἐργοδότης δὲν διαθέσῃ τὸ Διυλιστήριο ἢ τμήματ' αὐτοῦ πρὸς ἐκτέλεσιν δοκιμῶν λειτουργίας συμφώνως πρὸς τὴν ἐγγραφὸν αἰτήσιν τοῦ Ἀναδόχου πρὸς τὸν Ἐργοδότην.

7. Ὁ Ἐργοδότης θὰ προμηθεύῃ τὰ κατωτέρω εἶδη ἐξόδους του :

α) ἱκανὰς ποσότητας πρώτων ὑλῶν διὰ τὴν λειτουργίαν τοῦ Διυλιστηρίου, ἔχουσιν τὰ ἐν ἄρθρῳ 12 παρ. 4 ἀναφερόμενα χαρακτηριστικὰ πρὸς λειτουργίαν τοῦ Διυλιστηρίου κατὰ τὸ διάστημα ὅλων τῶν δοκιμῶν λειτουργίας εἰς ποσότητας αἵτινες εἶναι ἀναγκαῖαι πρὸς πληρῶσιν τῶν ἀναφερομένων ἐν τῷ ἄρθρῳ 12 τῆς παρούσης ἐγγυήσεων.

β) Ὅλα τὰ ἄλλα καταναλισκόμενα ὑλικά, καὶ χημικὰς ὕλας ποιότητος καθοριζομένης ὑπὸ τοῦ Ἀναδόχου.

γ) Ὅλον τὸ προσωπικὸν (ἐκτὸς τῶν διατεθεισῶν ὑπὸ τοῦ Ἀναδόχου Μηχανικῶν λειτουργίας) τὸ ἀναγκαῖον διὰ τὴν ἱκανοποιητικὴν λειτουργίαν καὶ συντήρησιν τοῦ Διυλιστηρίου.

Αἱ ἀναλαμβανόμεναι ὑπὸ τοῦ Ἀναδόχου δυνάμει τῆς παρούσης συμβάσεως ἐγγυήσεις καὶ οἰκονομικαὶ ὑποχρεώσεις προϋποθέτουν ὅτι ὁ Ἐργοδότης θὰ ἔχῃ διαθέσιμον πλήρη ομάδα τεχνικῶν λειτουργίας πεπειραμένων ἐν τῇ λειτουργίᾳ Διυλιστηρίων καὶ τῆς ἐγκρίσεως τοῦ Ἀναδόχου. Οἰοδῆποτε ἐπαρκὲς συγκρότημα προσωπικοῦ λειτουργίας διαθέτον πείραν πλεόν τῶν δύο (2) ἐτῶν εἰς τὴν λειτουργίαν παρομοίων ἐγκαταστάσεων, ὡς αἱ περιλαμβανόμεναι ἐν τῷ Διυλιστηρίῳ καὶ διοικούμενον ὑπὸ καταλλήλων ἐργοδηγῶν, ἔχονταν πείραν λειτουργίας πλεόν τῶν πέντε (5) ἐτῶν ἐν τῇ λειτουργίᾳ Διυλιστηρίου ἀναδόχου δυναμικότητος, ὕπερ συγκρότημα, ἐν συνεργασίᾳ μὲ ἀνεξαρτήτους χειριστὰς θὰ ἠδύνατο νὰ λειτουργήσῃ ἀσφαλῶς τὸ Διυλιστήριο, εἶναι δεκτὸν ἐκ μέρους τοῦ Ἀναδόχου.

Ἐπίσης Ἐταιρεῖαι, αἵτινες ἐλειτουργήσαν Διυλιστήρια ἴσης δυναμικότητος ἐπὶ πλεόν τῶν πέντε (5) ἐτῶν γίνονται δεκταὶ ὑπὸ τοῦ ἀναδόχου ὅπως ἀναλάβουν τὴν λειτουργίαν τοῦ Διυλιστηρίου.

8. Ἀπασαὶ αἱ δοκιμαὶ καὶ αἱ ἀναλύσεις ἐπὶ τοῦ πετρελαίου καὶ τῶν ἐξ αὐτοῦ παραγομένων προϊόντων θὰ ἐκτελεσθῶν συμφώνως πρὸς τὴν ἐν Ἠνωμέναις Πολιτείαις κρατοῦσαν πρακτικὴν καὶ θὰ συμφωνοῦν μὲ τὰς προτύπους δοκιμαῖς καὶ ἀναλύσεις τῆς AMERICAN SOCIETY OF TESTING MATERIALS. Εἰς τὴν περίπτωσιν αἱ τοιαῦται δοκιμαὶ καὶ ἀναλύσεις τῆς A.S.T.M. δὲν προβλέπονται ἢ δὲν εἶναι ἐφαρμοσίμοι θὰ ἐφαρμοσθῶν ἄλλαι μέθοδοι, καθορισθῶμεναι διὰ κοινῆς συμφωνίας τῶν συμβαλλομένων μερῶν. Αἱ δοκιμαὶ ὅλων τῶν χημικῶν οὐσιῶν, πλὴν τοῦ ἀργοῦ πετρελαίου ἢ τῶν ἐξ αὐτοῦ παραγομένων προϊόντων θὰ ἐκτελεῶνται συμφώνως πρὸς τὴν παραδεδομένην

μέθοδον χημικῆς ἀναλύσεως ἢ πρὸς ἑτέραν τοιαύτην συμφωνηθεῖσαν μεταξὺ τῶν συμβαλλομένων.

Ἀπασαὶ αἱ ποσοτικαὶ καταμετρήσεις ἀργοῦ πετρελαίου ἢ προϊόντων θὰ γίνωνται ἐπὶ τῇ βάσει τῆς προκαθορισθείσης χωρητικότητος τῶν δεξαμενῶν, ἐφ' ὅσον ἔχει γίνῃ τοιαύτη καὶ εἶναι δυνατὴ ἡ τοιαύτη καταμέτρησης, ἄλλως κατὰ τρόπον καθορισθῶμενον ἀπὸ κοινῶς ὑπὸ τῶν συμβαλλομένων μερῶν.

ΕΓΓΥΗΣΕΙΣ

Ἄρθρον 12.

1. Ὁ Ἀνάδοχος ἐγγυᾶται ὅτι πᾶσαι αἱ προβλεπόμεναι ὑπὸ τῆς παρούσης συμβάσεως μελέται καὶ ἐργασίαι θὰ ἐκτελεσθῶσιν ὑπ' αὐτοῦ συμφώνως πρὸς τοὺς κανόνες τῆς ἐπιστήμης καὶ τῆς τέχνης καὶ τοὺς ὅρους τῆς παρούσης συμβάσεως ὡς ἐπίσης τὸ Τεύχος Τελικῶν προτάσεων καὶ θὰ εἶναι ἱκανοποιητικὰ ἀπὸ πάσης ἀπόψεως καὶ σύμφωνα πρὸς τὰς ἀνεγνωρισμένας ἐν Η.Π.Α. τεχνικὰς μεθόδους ἐπεξεργασίας πετρελαίου.

Ἐπίσης, ἀπαντα τὰ ὑπὸ τοῦ Ἀναδόχου προμηθευθῶμενα μηχανήματα, ἀνταλλακτικά, ὑλικά καὶ ἐξοπλισμοὶ ἐν γένει διὰ τὴν ἐκτέλεσιν τοῦ ἔργου τῆς παρούσης συμβάσεως θὰ εἶναι ἀρίστης ποιότητος καὶ θὰ κατασκευασθῶσι συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης καὶ τὸ Τεύχος Τελικῶν Προτάσεων.

2. Ἀπαντα τὰ μηχανήματα καὶ ὁ ἐξοπλισμὸς ἐν γένει θὰ κατασκευασθῶσι συμφώνως πρὸς τὰ σχέδια καὶ τὰς προδιαγραφὰς, τὰς περιλαμβανομένας εἰς τὸ Τεύχος Τελικῶν Προτάσεων καὶ συμφώνως πρὸς τὰ ἐν ἄρθρῳ 6 (6) ἀναφερόμενα λεπτομερῆ σχέδια καὶ τὰς προδιαγραφὰς αἵτινες θὰ ἐγκριθῶσιν ὑπὸ τοῦ Ἐργοδότη.

3. Ὁ Ἀνάδοχος ἀναδέχεται ἀπεριόριστον εὐθύνην δι' ἐλαττωματικὸν ὑλικὸν καὶ ἐλαττωματικὴν κατασκευὴν τοῦ ἐξοπλισμοῦ τοῦ Διυλιστηρίου ἐν γένει διὰ χρονικὴν περίοδον ἐξ (6) μηνῶν ἀπὸ τῆς ἡμέρας ἀποπερατώσεως τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου καὶ ἀναλαμβάνει τὴν ὑποχρέωσιν νὰ ἐκτελέσῃ, ἐξόδους του, ὅλας τὰς ἀναγκαῖας προσθήκας ἢ ἀντικαταστάσεις ἐλαττωματικοῦ ὑλικοῦ καὶ ἐξοπλισμοῦ ἐν γένει ἐφ' ὅσον τὰ ἐν λόγῳ ἐλαττώματα δὲν ὀφείλονται εἰς συνήθη φθοράν, βλάβας, ὀξείδωσιν ἢ λάθη εἰς τὴν λειτουργίαν καὶ συντήρησιν τοῦ ἐν λόγῳ ὑλικοῦ καὶ ἐξοπλισμοῦ. Δι' ὁρισμένα ὑλικά καὶ ἐξοπλισμοὺς, ἅτινα καθορίζονται εἰς τὰς ἐγγυήσεις τῶν Προμηθευτῶν, ὁ Ἀνάδοχος ἀναλαμβάνει μόνον εὐθύνην δι' ἐλαττώματα, ἐφ' ὅσον ἐνεργηθῶν ἐπισκευαὶ συμφώνως πρὸς τὰς ἐντολὰς τοῦ προσωπικοῦ αὐτοῦ ἢ παρουσίᾳ τούτου.

4. Αἱ ἐγγυήσεις λειτουργίας καὶ ἀποδόσεως τῶν μονάδων ἐπεξεργασίας βασίζονται ἐπὶ τῆς χρησιμοποιοῦσας, ὡς πρώτης ὕλης, ἀργοῦ πετρελαίου ARAMCO τῶν κατωτέρω ἰδιοτήτων :

	Μέγιστον	Ἐλάχιστον
Εἰδικὸν βάρος ° API εἰς 60°F.	35.5	34.1
Ποσοστὸν % περιεκτικότητος κατ' ὄγκον εἰς βενζίνη τελικοῦ σημείου ζέσεως 400°F.	36.5	28.0

Τὸ ἀργὸν πετρέλαιον ἀπὸ οὐδεμιᾶς ἀπόψεως θὰ εἶναι βαρύτερον τοῦ ἀντιστοιχοῦντος πρὸς τὰ κατωτέρω σημεία καμπύλης γνησίας κλασμάτωσεως :

Ποσοστὸν ἀποστάξεως	Θερμοκρασία °F
1.3	78
10	220
20	313
30	407
40	509
50	604
60	705
70	830
80	963

Ἡ γνησίᾳ κλασμάτωσις τοῦ ἀργοῦ πετρελαίου θὰ καθορισθῇ διὰ τῆς ἐν σελίδι 1398 τοῦ Τεύχους «ANALY-

TICAL CHEMISTRY, VOL. 23, OCTOBER 1951» αναφερομένης μεθόδου και, περαιτέρω, συμφώνως προς τὰς ἐφαρμοσθείσας ὑπὸ τῆς «CALIFORNIA CORPORATION» μεταβολὰς ἐν τῇ ἐκθέσει τῶν «FILE NUMBER 468,20» τῆς 31ης Δεκεμβρίου 1951.

5. Ὁ Ἀνάδοχος παρέχει τὰς κατωτέρω ἐγγυήσεις διὰ τὴν λειτουργίαν καὶ ἀποδόσιν τῶν μονάδων ἐπεξεργασίας καὶ βοηθητικῶν ἐγκαταστάσεων.

A. Ἡ μονὰς ἀτμοσφαιρικῆς ἀποστάξεως τοῦ ἀργοῦ πετρελαίου θέλει ἐπεξεργασθῇ ἐντὸς οὐχὶ πλέον τῶν 240 συνε-

χῶν ὥρῶν τοὐλάχιστον 300.000 βαρέλια ἀργοῦ πετρελαίου τῶν ἐν τῇ ἀμέσως προηγούμενῃ παραγράφῳ 4 τοῦ παρόντος ἀρθροῦ ἀναφερομένων ἰδιοτήτων. Αἱ ἀνωτέρω ἀναφερόμεναι 240 συνεχεῖς ὥραι θὰ εἶναι τῆς ἐκλογῆς τοῦ Ἀναδόχου.

Ὅταν λειτουργῇ μὲ τὴν ὡς ἄνω ἱκανότητα ἐπεξεργασίας ἡ μονὰς ἀποστάξεως τοῦ ἀργοῦ πετρελαίου θὰ ὑποβιβάζῃ τὸ ἀργὸν πετρελαίον εἰς οὐχὶ περισσότερον τοῦ 35% κατ' ὄγκον καὶ θὰ παράγῃ προϊόντα πληροῦντα τὰς κατωτέρω ποσοτικὰς ἀπαιτήσεις :

ΜΕΘΟΔΟΣ ΔΟΚΙΜΑΣΙΑΣ

ASTM Μέγιστον Ἐλάχιστον

Κλᾶσμα βενζίνης			
Τελικὸν σημεῖον ζέσεως, °F	D— 86	362*	—
Βαρέλια Νάφθα (JP—4)			
Τελικὸν σημεῖον ζέσεως, °F	D— 86	440	—
Τάσις ἀτμῶν κατὰ REID—PSIC	D— 323	3,0	—
Φωτιστικὸν Πετρέλαιον			
Τελικὸν σημεῖον ζέσεως, °F	D— 86	572	—
Σημεῖον ἀναφλέξεως °F	D— 56	—	110
Χρῶμα κατὰ SAYBOLT	D— 156	—	+20**
Ἐλαφρὸν ἔλαιον Ντῆζελ D—1 ***			
Τελικὸν σημεῖον ζέσεως, °F	D— 158	625	—
Σημεῖον ἀναφλέξεως °F	D— 93	—	150
Ἀνθρακοῦχον ὑπόλειμμα ἐπὶ ποσοστοῦ 10 % ὑπολειμμάτων ἀποστάξεως βάρους %	D— 189	0,20	—
Ἐλαφρὸν ἔλαιον Ντῆζελ (D—2) ***			
Τελικὸν σημεῖον ζέσεως °F	D— 158	725	—
Σημεῖον ἀναφλέξεως °F	D— 93	—	150
Ἀνθρακοῦχον ὑπόλειμμα ἐπὶ ποσοστοῦ 10 % ὑπολειμμάτων ἀποστάξεως βάρους %	D— 189	0,35	—
Βαρυὲς ἔλαιον Ντῆζελ			
Σημεῖον ἀναφλέξεως °F	D— 1310	—	450
Υπολείμματα Πύργου ἀποστάξεως			
Σημεῖον ἀναφλέξεως °F	D— 1310	—	450
Υπολείμματα Πύργου κενοῦ			
Σημεῖον ἀναφλέξεως °F	D— 92	—	450

B. Ἡ μονὰς ἀποστάξεως κενοῦ, ἐπεξεργαζομένη ὑπολείμματα τῆς μονάδος ἀποστάξεως ἀργοῦ πετρελαίου, θὰ παράγῃ οὐχὶ ὀλιγώτερον τῶν 750 μετρικῶν τόνων ὑπολείμματος (FLUX) ἐντὸς 240 συνεχῶν ὥρῶν. Ὁ χρόνος ἐκτελέσεως τῆς ἐν σχέσει πρὸς τὴν παροῦσαν ἐγγυήσιν δοκιμαστικῆς λειτουργίας θέλει ὑπόδειχθῇ ὑπὸ τοῦ Ἀναδόχου.

Ὅταν λειτουργῇ μὲ τὴν ὡς ἄνω ἱκανότητα ἐπεξεργασίας καὶ μὲ οὐχὶ ὀλιγώτερον τῶν 25 λιβρῶν ἀτμοῦ κατὰ βαρέλιον ὑποβιβασμένου ἀργοῦ πετρελαίου, καὶ θερμοκρασίαν ὕδατος ψύξεως οὐχὶ ὑψηλότεραν τῶν 78° F, ἡ μονὰς ἀποστάξεως κενοῦ θὰ ἀφίγῃ ὑπόλειμμα ἀνερχόμενον εἰς οὐχὶ περισσότερον τῶν 13% κατ' ὄγκον ἀργοῦ πετρελαίου βάσει τοῦ μέρους ἐκείνου τοῦ ἀργοῦ πετρελαίου ὅπερ ὑφίσταται κατεργασίαν εἰς τὴν μονάδα ἀποστάξεως κενοῦ. Ἐννοεῖται ὅτι τὸ ὑφιστάμενον ἐπεξεργασίαν εἰς τὸ Διυλιστήριο ἀργὸν πετρέλαιον δύναται νὰ ποικίλῃ ποιοτικῶς, καὶ ὡς ἐκ τούτου ὁ Ἀνάδοχος ἐπιφυλάσσει ἑαυτῷ τὸ δικαίωμα ὅπως ἀποσύρῃ τὴν ὡς ἄνω ἐγγυήσιν καὶ ἀντικαταστήσῃ αὐτήν δι' ἐγγυήσεως τῆς λειτουργίας καὶ ἀποδόσεως τοῦ πύργου κενοῦ ἐχούσης ὡς ἐξῆς : ὅτι κατὰ λειτουργίαν μὲ τὴν ἀνωτέρω ἀναφερομένην ἱκανότητα

ἐπεξεργασίας καὶ ὑπὸ τοὺς ἀνωτέρω ἀναφερομένους ὅρους περὶ ἀτμοῦ καὶ ὕδατος, ὁ Ἀνάδοχος ἐγγυᾶται ὅτι ἡ πίεσις τῆς ζώνης ἐξατμίσεως δὲν θὰ ὑπερβαίῃ τὴν ἀπώλυτον τιμὴν τῶν 50 M.M. HG καὶ ὅτι ἡ θερμοκρασία τῆς ζώνης ἐξατμίσεως δὲν θὰ εἶναι χαμηλότερα τῶν 745° F.

Ἡ ἐν λόγῳ μονὰς θὰ θεωρηθῇ ὅτι ἀντεπεκρίθη πρὸς τὰς ἐπ' αὐτῆς ἐγγυήσεις ὅταν πληρωθῇ εἰς ἐκ τῶν ὡς ἄνω δύο ὁρων.

Γ. Ἡ μονὰς παραγωγῆς ἀσφάλτου, φορτιζομένη μὲ ποσότητα 67 μετρικῶν τόνων ὑπολείμματος (FLUX) ἐκ τῆς μονάδος ἀποστάξεως κενοῦ, καὶ εἰς τὴν κατάλληλον θερμοκρασίαν θὰ δύναται νὰ ὀξειδώσῃ τὸ φορτίον τοῦτο εἰς ὀλιγώτερον τῶν τριῶν (3) ὥρῶν μετατρέπουσα τοῦτο εἰς ἀσφάλτον.

Δ. Ὁ Ἀνάδοχος ἐγγυᾶται ὅτι ἡ μονὰς καταλυτικῆς ἀναμορφώσεως θὰ κατασκευασθῇ συμφώνως πρὸς τὰ σχέδια καὶ προδιαγραφὰς τῆς ATLANTIC REFINING COMPANY διὰ μονάδα ἱκανότητος κατεργασίας 8.200 βαρελίων κατ' ἡμέραν ἐργασίας. Αἱ ἐγγυήσεις ἀποδόσεως καὶ ποιότητος προϊόντων θέλουσι δοθῇ ὑπὸ τῆς ATLANTIC.

* Δύναται νὰ εἶναι ἀνώτερον ἐὰν ὁ Ἐργοδότης ἐπιθυμῇ τοῦτο, ἀλλ' ἐν πάσῃ περιπτώσει οὐχὶ ἀνώτερον τῶν 390° F καὶ διὰ τὴν ποσότητα οὐχὶ μεγαλιότεραν τῶν 9.000 βαρελίων κλάσματος βενζίνης κατ' ἐργάσιμον ἡμέραν.

** Ἡ ἐν λόγῳ ἐγγυήσις χρώματος δὲν θέλει ἰσχύσει ἐφ' ὅσον ἀποδειχθῇ ὅτι τὸ κλᾶσμα φωτιστικοῦ πετρελαίου, ἀνταποκρινόμενον πρὸς τὰ ἡγγυημένα σημεῖα ἀναφλέξεως καὶ τελικῆς ζέσεως, ἔχει χρῶμα κάτω τῶν + 20 κατὰ SAYBOLT κατόπιν ἐργαστηριακῆς ἀποστάξεως τοῦ ἀργοῦ πετρελαίου γενομένης συμφώνως πρὸς τὴν μέθοδον ἀποστάξεως ἀργοῦ πετρελαίου τῆς ASTM, D—258.

*** Ἡ μονὰς ἀποστάξεως ἀργοῦ πετρελαίου θὰ εἶναι εἰς θέσιν νὰ παράγῃ εἴτε τὸ ὑπὸ στοιχεῖον D—1 ἀναφερόμενον ἑλαφρὸν ἔλαιον Ντῆζελ εἴτε τὸ ὑπὸ στοιχεῖον D—2 ἀναφερόμενον τοιοῦτον, ἀλλ' οὐχὶ ἀμφότερα ταῦτα ταύτου χρόνου.

Ε. Ὁ Ἀνάδοχος ἐγγυᾶται ὅτι ἡ μονὰς ἀφαιλώσεως θὰ κατασκευασθῇ συμφώνως πρὸς τὰ σχέδια καὶ προδιαγραφὰς τοῦ Οἴκου HOWE-BAKER. Ὁ Οἶκος HOWE-BAKER ἐν τῇ συμβάσει προμηθείας ἐγγυᾶται ὅτι ὁ ἀφαιλώτης κατὰ τὴν ἐπεξεργασίαν τριάκοντα χιλιάδων (30.000) βαρελίων ἀργοῦ πετρελαίου καθ' ἑκάστην ἐργασίμον ἡμέραν θὰ��ποβιβάζῃ τὴν εἰς ἄλλας περιεκτικότητας τοῦ ἀργοῦ πετρελαίου εἰς ἕξ (6) λίμπρας ἀνὰ χίλια (1000) βαρέλια ἢ εἰς 10 % τῆς ἀρχικῆς εἰς ἄλλας περιεκτικότητος τοῦ ἀργοῦ πετρελαίου, ἐπικρατούσης τῆς μεγαλύτερας εἰς ἄλλας περιεκτικότητος.

ΣΤ. Ὁ ἐξοπλισμὸς καὶ αἱ ἐγκαταστάσεις αἱ ὁποῖαι δὲν περιλαμβάνονται εἰς τὰ προαναφερθέντα τμήματα τοῦ Διυλιστηρίου καὶ δὲν καλύπτονται ἀπὸ τὰ προηγούμενα ἐδάφια τῆς παρούσης παραγράφου ὑποβάλλόμενα εἰς δοκιμαστικὴν λειτουργίαν ἐπὶ δέκα (10) διαδοχικὰς ἡμέρας, θὰ λειτουργοῦν ὁμαλῶς καὶ συμφώνως πρὸς τὰς ἐργασίας διὰ τὰς ὁποίας προορίζονται.

6. Εἰς περιπτώσιν καθ' ἣν αἱ δοκιμαὶ λειτουργίας ἐκτελεσθῶν καλῶς καὶ συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης συμβάσεως καὶ τμήματα τοῦ Διυλιστηρίου δὲν ἀνταποκριθῶσι πρὸς τὰς ἐγγυήσεις δι' ἃς ὁ Ἀνάδοχος εἶναι ὑπεύθυνος καὶ αἵτινες ἀναφέρονται εἰς τὰς σχετικὰς παραγράφους τοῦ παρόντος ἄρθρου, ὁ Ἀνάδοχος ὑποχρεοῦται ὥπως προβῇ ἐξόδους του, καθ' ὅσον ἀφορᾷ τὰς εἰς ξένον συνάλλαγμα δαπάνας καὶ ἐντὸς τῆς ἐν τῷ ἄρθρῳ 11 παραγράφῳ 5, ἀναφερομένης προθεσμίας ἢ οἰασδήποτε τυχὸν ἀπὸ κοινοῦ συμφωνηθησομένης παρατάσεως ταύτης εἰς ἄλλας τὰς τροποποιήσεις, προσθήκας ἢ ἀντικαταστάσεις ἃς ὁ Ἀνάδοχος ᾔθελε

κρίνῃ ἀναγκαίως πρὸς ἐξασφάλισιν τῶν ἐγγυημένων ἀποδόσεων καὶ λειτουργίας.

7. Ὡς ἐγγυήσιν διὰ τὴν καλὴν κατασκευὴν, λειτουργίαν καὶ ἀπόδοσιν προϊόντων τοῦ Διυλιστηρίου ὡς ἀναφέρεται ἐν τῇ παρούσῃ συμβάσει ὁ Ἀνάδοχος συμφωνεῖ ὅπως ἀναλάβῃ ὄχι μόνον τὴν ἀπεριόριστον εὐθύνην δι' ἐλαττωματικὸν ὕλικόν καὶ κατασκευὴν ὡς ἀναφέρεται ἐν τῇ παραγράφῳ 3 τοῦ παρόντος ἄρθρου, ἀλλ' ἐπίσης τὴν ὑποχρέωσιν ὅπως διαθέσῃ ποσὸν μέχρι δέκα ἐπὶ τοῖς ἑκατὸν (10 %) τοῦ συμφωνηθέντος εἰς ξένον συνάλλαγμα τιμήματος πρὸς κάλυψιν τῆς εὐθύνης τοῦ διὰ τὴν λειτουργίαν τοῦ Διυλιστηρίου καὶ τὰς δαπάνας οἰωνδήποτε ἀναγκαίων διορθώσεων.

Πρὸς κάλυψιν τῆς ἐν λόγῳ νομικῆς ὑποχρέωσης τοῦ Ἀναδόχου, ὁ Ἐργοδότης θέλει κρατήσῃ 10 % ἐπὶ τοῦ συμφωνηθέντος εἰς ξένον συνάλλαγμα τιμήματος μέχρις οὗ πληρωθῶσιν αἱ δοθεῖσαι ὑπὸ τοῦ Ἀναδόχου ἐγγυήσεις.

Ὁ Ἀνάδοχος συμφωνεῖ ὅπως ἀντιθέτως πρὸς τὴν συνήθη πρακτικὴν, τὸ ποσὸν τῆς ἐγγυήσεως μὴ καταμερισθῇ ἀναλογικῶς βάσει ποσοστοῦ 10 % ἐπὶ ἐκάστης μονάδος, ἀλλ' ὥπως ὅλαι αἱ μονάδες ἐπεξεργασίας, ἥτοι ἐξαιρουμένης τῆς μονάδος παραγωγῆς ἡλεκτρικῆς ἐνεργείας, τὸν δεξαμενῶν καὶ τῶν ἐξωτερικῶν σωληνώσεων, ἀποτελέσουν ἐν τμήμα καὶ ὅπως ἢ ὡς ἂν ὑποχρέωσις τοῦ Ἀναδόχου διὰ τὸ τμήμα τοῦτο ἀνέλθῃ εἰς ποσὸν μέχρι Δολλαρίων ἑξακοσίων πενήντα χιλιάδων (650.000).

Τὸ συνολικὸν ποσὸν τῆς ἐγγυήσεως πρὸς κάλυψιν τῶν διαφόρων τμημάτων τοῦ Διυλιστηρίου θὰ ὑποδιαιρεθῇ κατὰ τὸν ἀκόλουθον τρόπον :

	Γερμανικὰ Μάρκα	Δολάρια Η.Π.Α.
α) Ὅσαι αἱ μονάδες κατέργασίας καὶ αἱ βοηθητικαὶ ἐγκαταστάσεις αἵτινες δὲν καλύπτονται ὑπὸ τῶν ἡνωτέρω τμημάτων β, γ, δ.	2.730.000	650.000
β) Δεξαμεναὶ (τμήματα 700 καὶ 1600 Γ)	1.100.000	262.000
γ) Μονὰς παραγωγῆς ἡλεκτρικῆς ἐνεργείας (Τμήμα 1000)	620.000	147.500
δ) Σωληνώσεις ἀργοῦ πετρελαίου ἀπὸ τοῦ ἀποθηκευτικοῦ χώρου εἰς Μέγαρα πρὸς τὸ Διυλιστήριον (Τμήμα 1600 Δ)	350.000	83.500
	4.800.000	1.143.000

Ἄρθρον 13.

Ἀπασαι αἱ εὐθύναι τοῦ Ἀναδόχου, αἱ ἀφορῶσαι τὰς ἐγγυήσεις τοῦ προηγούμενου ἄρθρου θὰ λήξουν :

(1) ὅμα τῇ ἐκπληρώσει τῶν προβλεπομένων ἐν τῷ ἄρθρῳ 12 ἐγγυήσεων λειτουργίας.

(2) ἐὰν ὁ Ἐργοδότης δὲν ἐκτελέσῃ οἰωνδήποτε ζήτησιν ὑπὸ τοῦ Ἀναδόχου δοκιμὴν λειτουργίας κατὰ τὸ ἄρθρον 11 τῆς παρούσης συμβάσεως, ἐντὸς προθεσμίας τεσσαράκοντα (40) ἡμερῶν ἀπ' ἧς ᾔθελε ζήτησιν ταύτην ἀργάφως ὁ Ἀνάδοχος.

Ἢ προθεσμία αὕτη τῶν τεσσαράκοντα (40) ἡμερῶν ἀναστέλλεται ἐφ' ὅσον συντρέχουσι λόγοι ἀνωτέρας βίας ἢ ἑτέροι λόγοι οἵτινες διαφεύγουν τὴν ἐλεγχὸν ἢ ὑφίστανται εἰς ὑπαιτιότητα τοῦ Ἀναδόχου.

Ἄρθρον 14.

Ὁ Ἀνάδοχος θὰ καταθέσῃ ἐντὸς 8 ἡμερῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως παρὰ τῷ Ἐργοδότη ἐγγυητικὴν ἐπιστολὴν τῆς Τραπεζῆς RHEIN - RUHR DUISBURG διὰ τὸ ποσὸν τῶν γερμανικῶν μάρκων τεσσαρὶν ἐκατομμυρίων ἐνεσθῆκοντα χιλιάδων ἐνεσθῆκοντα πενήκοντα (4.900.050) ἀντιπροσωπεῖον ποσὸν δέκα τοῖς ἑκατὸν (10 %) τοῦ συμφωνηθέντος εἰς ξένον συνάλλαγμα τιμήματος καὶ ἰσχύος 21 μηνῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως. Ἢ ἰσχύς τῆς ἐγγυητικῆς ἐπιστολῆς θὰ παραταθῇ ἐφ' ὅσον παραστῇ ἀνὰ κτ' διὰ χρονικὸν διάστημα 19 μηνῶν ἀπὸ τῆς ἡμερομηνίας καὶ διὰ χρονικὸν διάστημα 19 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐγκρίσεως τῶν διαγραμμάτων λειτουργίας καὶ σχεδίων διατάξεως τῶν μηχανολογικῶν ἐγκαταστάσεων, συμπεριλαμβανομένης τῆς

8. Εὐθὺς ὡς ἕκαστον τῶν ὡς ἄνω τμημάτων τοῦ Διυλιστηρίου ἀνταποκριθῇ πρὸς τὰς ἐγγυήσεις λειτουργίας βάσει δοκιμῶν λειτουργίας ἐκτελεσθησομένων συμφώνως πρὸς τὸ ἄρθρον 11, τὸ γεγονός τοῦτο θέλει γνωστοποιηθῇ ἐργάφως ὑπὸ τοῦ Ἐργοδότη εἰς τὸν Ἀνάδοχον, καὶ εὐθὺς ὡς ἕκαστον τῶν τμημάτων τοῦ Διυλιστηρίου ἅτινα ἀναφέρονται εἰς τὰ ἐδάφια α, β, γ, καὶ δ τῆς προηγούμενης παραγράφου 7 ἀνταποκριθῇ εἰς τὰς ἐπ' αὐτοῦ ἐγγυήσεις λειτουργίας, τὸ ποσὸν τῆς ἐγγυήσεως δι' ἕκαστον τμήμα θὰ ἐλευθεροῦται καὶ θὰ καταβάλλεται συμφώνως πρὸς τὸ ἄρθρον 18 τῆς παρούσης συμβάσεως.

9. Εἰς περιπτώσιν καθ' ἣν τὸ Διυλιστήριον ἢ οἰωνδήποτε τμήμα τούτου παρὰ τὰς προσπάθειάς τοῦ Ἀναδόχου δὲν ἀνταποκριθῇ πρὸς τὰς, ἐν ταῖς προηγούμεναις παραγράφους, καθοριζόμενας ἐγγυήσεις λειτουργίας ἐντὸς τῶν καθορισθεῖσιν προθεσμιῶν ἢ οἰασδήποτε τυχὸν ἀπὸ κοινοῦ συμφωνηθησομένης παρατάσεως τούτων, ὁ Ἀνάδοχος θέλει κριθῇ ὑπὸ τοῦ ἐν ἄρθρῳ 34 προβλεπομένου Δικαιτητικοῦ Δικαστηρίου ὑπεύθυνος διὰ τὸ Τμήμα ἐκεῖνο τοῦ Διυλιστηρίου ὑπερ δὲν ἀνταποκριθῇ εἰς τὰς ἐγγυήσεις.

Εἰς τὴν περίπτωσιν ταύτην τὸ ποσόν, ἢ τὰ ποσά, τῆς ἐγγυήσεως ὡς ταῦτα καθορίζονται ἐν παραγράφῳ 7 τοῦ παρόντος ἄρθρου διὰ τὸ ἀνάλογον τμήμα ἢ τμήματα τοῦ Διυλιστηρίου, ἅτινα δὲν ἀνταποκριθῶσιν εἰς τὰς ἐγγυήσεις λειτουργίας καὶ ἀποδόσεων θέλουσιν ἐκπεσεῖν ὑπὲρ τοῦ Ἐργοδότη καθ' ὃ μέτρον εἶναι ἀναγκαῖαι πρὸς διόρθωσιν τῶν ἀνολόγων τμημάτων ὥστε νὰ ἀνταποκριθῶσι ταῦτα εἰς τὰς ἐγγυήσεις.

Ὁ Ἐργοδότης θὰ δικαιούται τότε ὅπως προβῇ ἀμέσως κατὰ τὴν κρίσιν του εἰς τὴν ἀνάθεσιν τοῦ ἔργου τῆς διορθώσεως εἰς ἄλλον ἐργολάβον.

τὸ ἄρθρον 6 παρ. 5 τῆς παρούσης συμβάσεως. Τὸ σχέδιον τῆς ἐγγυητικῆς ἐπιστολῆς προσαρτᾶται ἐν τέλει τῆς παρούσης συμβάσεως καὶ ἀποτελεῖ ἀναπόσπαστον τμήμα ταύτης.

2. Ἡ ἐγγυητικὴ αὕτη ἐπιστολὴ θέλει ἐπιστραφεῖ εἰς τὸν Ἀναδόχον εὐθὺς ὡς ἤθελε διαπιστωθῇ ὑπὸ τοῦ Ἐργοδότης ὅτι ἡ ἀξία τῶν ἀφικθέντων εἰς Ἑλλάδα μηχανημάτων, ἐξαρτημάτων, καὶ λοιπῶν, ὑπερέβη τὰ 50 % τῆς συνολικῆς ἀξίας τοῦ εἰσαχθισομένου ἐκ τοῦ ἐξωτερικοῦ ἐξοπλισμοῦ, ὑπολογιζομένης συμφώνως πρὸς τὰς διατάξεις τοῦ ἁρθροῦ 7 παρ. 6 τῆς παρούσης συμβάσεως.

Τὸ ἀνωτέρω ποσοστὸν ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ ὑλικοῦ δέον νὰ ἔχη ἀφικθῇ εἰς ἑλληνικὸν λιμένα ἢ ἕτερον σημεῖον εἰσόδου οὐχὶ βραδύτερον τῶν 18 μηνῶν ἀπὸ τῆς ἐγκρίσεως τῶν σχεδ. ὡν διατάξεως τῶν μηχανολογικῶν ἐγκαταστάσεων καὶ τῶν διαγραμμιζομένων λειτουργίας συμφώνως πρὸς τὸ ἄρθρον 6 παρ. 5 τῆς παρούσης συμβάσεως.

3. Ἡ ἐγγυητικὴ Τράπεζα θέλει ἀναλάβῃ τὴν υποχρέωσιν νὰ καταβάλλῃ τὸ ἀνωτέρω ποσὸν ἢ μέρος τοῦτου κατὰ τὴν κρίσιν τοῦ Ἐργοδότης εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ὑπὲρ τοῦ Ἐργοδότης, ἐὰν ὁ Ἐργοδότης ἤθελε εἰδοποιήσῃ ἐγγράφως τὴν Τράπεζαν ὅτι ὁ Ἀναδόχος παρεβίασε ὅρους τῆς παρούσης συμβάσεως οὐσιώδους χαρακτῆρος κατὰ τὴν ἐκτέλεσιν τοῦ ἔργου.

Ἐὰν τὸ Δικαιτητικὸν Δικαστήριον, περὶ οὗ τὸ ἐπόμενον ἐδάφιον, κρίνῃ ὅτι ἡ ἐκ μέρους τοῦ Ἀναδόχου παραβίασις τῶν ὁρῶν τῆς συμβάσεως δὲν ἀφορᾷ ὅρους οὐσιώδους χαρακτῆρος, ὥστε νὰ δικαιολογήσῃ ἀξίωσιν τοῦ Ἐργοδότης καταπτώσεως τοῦ ποσοῦ τῆς ἐγγυήσεως ἢ μέρους τοῦτου, τότε ὁ Ἀναδόχος δικαιούται εἰς ἐπιστροφὴν τῶν δαπανῶν, ἃς ὑπέστη κατὰ τὴν μεταφορὰν τοῦ ποσοῦ τῆς ἐγγυήσεως ἢ οἴουδήποτε μέρους τοῦτου καθὼς καὶ τῶν τόκων καὶ ἐξόδων, τὸ δὲ Δικαιτητικὸν Δικαστήριον θὰ ἀποφασίσῃ ἐπὶ τοῦ ζητήματος τοῦτου.

Τὸ Δικαιτητικὸν Δικαστήριον, τῇ κλήσει τοῦ Ἀναδόχου, θέλει ἀποφασίσῃ ὅτι τὸ καταβληθὲν ποσὸν εἰς τὸν Ἐργοδότην θέλει ἐπιστραφεῖ εἰς τὸν Ἀναδόχον, ἐὰν τοῦτο κρίνῃ ὅτι ὁ Ἀναδόχος δέον νὰ μὴ θεωρηθῇ ὑπεύθυνος διὰ τὴν μὴ συμμόρφωσιν τοῦ πρὸς τοὺς ὅρους τῆς παρούσης συμβάσεως ἢ κρίνῃ ὅτι ἡ γενομένη ἐκ μέρους τοῦ Ἀναδόχου παραβίασις, ὡς μὴ συμμορφωθέντος πρὸς τοὺς ὅρους τῆς παρούσης συμβάσεως, δὲν ἦτο τοιαύτης φύσεως, ὥστε νὰ δικαιολογῇ τὴν ἐκπτώσιν τοῦ ποσοῦ τῆς ἐγγυήσεως ἢ μέρους τοῦτου ὑπὲρ τοῦ Ἐργοδότης.

ΚΟΣΤΟΣ ΚΑΙ ΠΛΗΡΩΜΑΙ

Ἄρθρον 15.

Διὰ τὴν ἐκτέλεσιν τοῦ ὑπὸ τῆς παρούσης συμβάσεως προβλεπομένου ἔργου ἀπαιτοῦνται 1) δαπᾶναι εἰς ξένον συνάλλαγμα καὶ 2) δαπᾶναι εἰς δραχμάς.

ΔΑΠΑΝΑΙ ΕΙΣ ΞΕΝΟΝ ΣΥΝΑΛΛΑΓΜΑ

Ἄρθρον 16.

Αἱ εἰς ξένον συνάλλαγμα δαπᾶναι ἀφοροῦν τὰ κατωτέρω :

α) τὴν ἀξίαν πάντων τῶν μηχανημάτων, ἐξαρτημάτων καὶ ἐξοπλισμοῦ ἐν γένει τῶν προμηθευθησομένων βάσει τῆς παρούσης συμβάσεως καὶ εἰσαχθισομένων ἐκ τοῦ ἐξωτερικοῦ μετὰ τῶν ἐξόδων μεταφορᾶς εἰς ἑλληνικὸν λιμένα CIF καὶ τὴν παροχὴν ὑπηρεσιῶν διὰ μελέτας ἐν γένει.

β) τὴν ἀξίαν τῶν ἀνταλλακτικῶν ἐν γένει, ὡς αὕτη ἀναφέρεται ἐν ἁρθρῷ 7 παρ. 7.

γ) τὰς ἀποδοχὰς εἰς ξένον συνάλλαγμα τοῦ χρησιμοποιοῦμένου ἀλλοδαποῦ προσωπικοῦ διὰ τὴν ἀνέγερσιν τοῦ Διυλιστηρίου καὶ τὴν μελέτην καὶ ἐπίβλεψιν τῶν ἔργων πολιτικοῦ μηχανικοῦ ὡς καὶ τὴν πρόσκαιρον παροχὴν τῶν ἀπαιτουμένων ἐργασιῶν κατὰ τὸν χρόνον τῆς ἐγκαταστάσεως τοῦ ἐξοπλισμοῦ τοῦ Διυλιστηρίου.

δ) τὰς εἰς ξένον συνάλλαγμα δαπάνας ἀμοιβῆς ἐν γένει διὰ τὴν ἐπίβλεψιν τῶν δοκιμῶν καὶ τῆς ἀρχικῆς λειτουργίας, ἐξαιρέσει τῆς δαπάνης διὰ τὸ προσωπικὸν ἐπι-

βλέψεως τῆς ATLANTIC διὰ τὴν μονάδα καταλυτικῆς ἀναμορφώσεως.

ε) τὴν ἀξίαν δύο φορτίων καταλύτου CIF ἑλληνικὸν λιμένα συμφώνως πρὸς τὸ ἄρθρον 17 παρ. 2 τῆς παρούσης συμβάσεως.

στ) δαπάνην διὰ τὴν παροχὴν ἐγγυήσεως τῆς HERMES βάσει σχετικῆς βεβαιώσεως τῆς ρηθείσης ασφαλιστικῆς Ἐταιρίας, βεβαιώσεως καὶ τὴν χρονολογίαν πληρωμῆς ταύτης ὑπὸ τοῦ Ἀναδόχου.

ζ) τοὺς ὀφειλομένους τόκους ἐπὶ μὴ πληρωθέντων ὑπολοίπων τοῦ τιμήματος καὶ ἐπὶ τῆς ἐγγυήσεως τῆς HERMES.

η) πᾶσαν ἐν γένει δαπάνην τοῦ Ἀναδόχου εἰς ξένον συνάλλαγμα ἀπαιτουμένην διὰ τὴν ἐκτέλεσιν τοῦ παρόντος ἔργου.

Ἄρθρον 17.

1. Ἡ δαπάνη εἰς ξένον συνάλλαγμα τῶν ἐν τῇ παρούσῃ συμβάσει προβλεπομένων ἐγκαταστάσεων καὶ τοῦ καταλύτου ἀνέρχεται εἰς :

α) γερμανικὰ μάρκα 43.039.900, ἰσόποσον δολλαρίων Η.Π.Α. 10.247.595,24 διὰ τὸ Διυλιστήριον.

β) γερμανικὰ μάρκα 4.952.000, ἰσόποσον δολλαρίων Η.Π.Α. 1.179.047,62 διὰ τὰς σωληνώσεις ἀργοῦ πετρελαίου.

γ) γερμανικὰ μάρκα 1.917.600, ἰσόποσον δολλαρίων Η.Π.Α. 456.571,43 διὰ τὸν καταλύτην.

Κατ' ἀκολουθίαν τὸ καταβλητέον ὑπὸ τοῦ Ἐργοδότης εἰς τὸν Ἀναδόχον συνολικὸν εἰς ξένον συνάλλαγμα τίμημα, συμφώνως πρὸς τοὺς κατωτέρω καθοριζομένους ὅρους, ἀνέρχεται εἰς γερμανικὰ μάρκα (49.909.500) τεσσαράκοντα ἑννέα ἑκατομμυρίων ἑνεακοσίων ἑννέα χιλιάδων πεντακοσίων, ἰσόποσον δολλαρίων Η.Π.Α. ἑνδεκα ἑκατομμυρίων ὀκτακοσίων ὀγδοήκοντα τριῶν χιλιάδων διακοσίων δέκα τεσσαρίων καὶ εἰκοσι ἑννέα ἑκατοσίων (11.883.214,29).

Τὸ ὡς ἄνω τίμημα συμπεριλαμβάνει ἀπάσας τὰς ἐν τῷ ἁρθρῷ 16 ἀναφερομένας δαπάνας ἐξαιρουμένης τῆς δαπάνης τῆς ἐγγυήσεως HERMES ἥτις θέλει καταβληθῇ συμφώνως πρὸς τὸ ἄρθρον 18 παρ. 5. Τὸ εἰς ξένον συνάλλαγμα τίμημα περιλαμβάνει ἐπίσης τὴν συνολικὴν ἀμοιβὴν τοῦ Ἀναδόχου διὰ τὴν πλήρη μελέτην, κατασκευὴν καὶ παράδοσιν τοῦ Διυλιστηρίου εἰς κατὰστασιν λειτουργίας καὶ δι' ὅλας τὰς σχετικὰς δαπάνας χρηματοδοτήσεως, ἐξαιρέσει τῶν τόκων, ὁ δὲ Ἀναδόχος υποχρεοῦται ὅπως ἀποπερατώσῃ τὸ ὡς ἄνω προβλεπόμενον ἔργον ἄνευ ἐτέρας δαπάνης τοῦ Ἐργοδότης εἰς ξένον συνάλλαγμα. Τὸ ὡς ἄνω ἀναφερόμενον εἰς ξένον συνάλλαγμα τίμημα ἀποτελεῖ σταθερὸν τίμημα καὶ δὲν ὑπόκειται εἰς οἰανδήποτε ἀναθεώρησιν ἐκτὸς τῶν ἐν ἁρθρῷ 5, παρ. 6, ἐν ἁρθρῷ 7, παρ. 7 καὶ 8 καὶ ἐν ταῖς παρ. 2, 4, 5 καὶ 6 τοῦ παρόντος ἁρθροῦ ἀναφερομένων περιπτώσεων.

2. Ἡ μονὰς καταλυτικῆς ἀναμορφώσεως θὰ περιλαμβάνῃ ἐν φορτίῳ καταλύτου λειτουργίας ἐγκατεστημένου καὶ ἐν φορτίῳ καταλύτου ἐν ἐφεδρείᾳ φυλασσόμενα ἐντὸς καταλλήλων δοχείων.

Πρὸς κάλυψιν τῆς ἀξίας τῶν δύο τούτων φορτίων καταλύτου, ποσὸν ἀνερχόμενον εἰς γερμανικὰ μάρκα 1.917.600 περιελήφθη εἰς τὸ συμφωνηθὲν εἰς ξένον συνάλλαγμα τίμημα διὰ τὴν προμήθειαν τῆς συνολικῆς ἀπαιτηθησομένης κατὰ τοὺς ὑπολογισμοὺς ποσότητος καταλύτου ἐκ 44.600 λιμπρών, συσκευασμένου εἰς βαρέλια καὶ παραδοτέου CIF ἑλληνικὸν λιμένα.

Εἰς τὴν ὡς ἄνω ἀξίαν τοῦ καταλύτου περιλαμβάνεται ποσοστὸν 4,1/2 % ἐπὶ τῆς τιμῆς CIF πρὸς κάλυψιν τῶν γενικῶν ἐξόδων τοῦ Ἀναδόχου. Ἡ ὡς ἄνω ἀξία τοῦ καταλύτου θέλει ἀναπροσαρμοσθῇ κατὰ τὸν χρόνον τῆς παραδόσεως συμφώνως μὲ τὴν πραγματικὴν τιμὴν τιμολογίων τοῦ πωλητοῦ τοῦ καταλύτου διὰ τὴν παροχὴν αὐτοῦ CIF ἑλληνικὸν λιμένα πλέον 4,1/2 % πρὸς κάλυψιν τῶν γενικῶν ἐξόδων τοῦ Ἀναδόχου.

Συμφωνεῖται ὅτι ὁ Ἐργοδότης δικαιούται νὰ διαπραγματευθῇ τὴν τιμὴν τοῦ καταλύτου ἀπ' εὐθείας μετὰ τοῦ

κατασκευαστού τούτου. Εἰς περίπτωσιν καθ' ἣν ἡ τελικὴ τιμὴ ἤθελεν ὑπερβῆναι τὸ ποσὸν ὅπερ συμπεριελήφθη ὑπὸ τοῦ Ἀναδόχου εἰς τὸ εἰς ξένον συνάλλαγμα τίμημα ὁ Ἐργοδότης ἀναλαμβάνει νὰ καταβάλῃ τὴν διαφορὰν τιμῆς ἀπ' εὐθείας εἰς τὸν κατασκευαστήν. Ἐὰν ἡ τελικὴ τιμολογιακὴ τιμὴ εἶναι κατωτέρα τῆς τιμῆς καταλύτου, ἥτις συμπεριελήφθη ὑπὸ τοῦ Ἀναδόχου εἰς τὸ εἰς ξένον συνάλλαγμα τίμημα, ἡ διαφορὰ αὕτη θέλει ἀφαιρεθῇ ἀπὸ τὸ εἰς ξένον συνάλλαγμα τίμημα.

3. Ἡ ἐξόφλησις τῶν γραμματίων τῶν ἐκδοθέντων πρὸς κάλυψιν τοῦ ὥς ἄνω εἰς ξένον συνάλλαγμα τιμήματος, αἱ καταβολαὶ τόκου καὶ ἡ καταβολὴ τῆς δαπάνης τῆς ἐγγυήσεως HERMES μετὰ τοῦ ἐπ' αὐτῆς τόκου θέλουσι γίνῃ εἰς Γερμανικὰ Μάρκα εἰς τὴν ἐπίσημον τιμὴν συναλλάγματος τοῦ Γερμανικοῦ Μάρκου ἔναντι τοῦ Ἀμερικανικοῦ Δολλαρίου ἐν ἰσχύϊ κατὰ τὴν ἡμέραν τῆς μετατροπῆς οἰσδὴποτε τοιαύτης καταβολῆς. Ἡ ἐπίσημος τιμὴ συναλλάγματος τοῦ Γερμανικοῦ Μάρκου ἔναντι τοῦ Ἀμερικανικοῦ Δολλαρίου κατὰ τὸν χρόνον τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως εἶναι Γερμανικὰ Μάρκα τέσσαρα καὶ εἴκοσι ἑκατοστὰ (4,20) κατὰ Ἀμερικανικὸν Δολλάριον.

Αἱ καταβολαὶ τῶν ἀντιστοιχῶν ποσῶν εἰς τὸν Ἀνάδοχον θὰ πραγματοποιοῦνται συμφώνως πρὸς τὰς μεθόδους πληρωμῶν τὰς συμφωνηθείσας μεταξὺ τῶν ἀρμοδίων ἀρχῶν Ἑλλάδος καὶ Γερμανίας ἐν σχέσει πρὸς τὴν ἐμπορίαν καὶ τὰς πληρωμὰς. Εἰς τὴν περίπτωσιν ἡ Ἑλληνογερμανικὴ συμφωνία πληρωμῶν δὲν εἶναι ἐν ἰσχύϊ ἢ ἡ ἐκτέλεσις αὐτῆς δὲν εἶναι δυνατὴ συμφώνως πρὸς τὴν συμφωνίαν, κατὰ τὸν χρόνον καθ' ὃν καθίστανται ληξιπρόθεσμοι αἱ ὥς ἄνω πληρωμαί, ὁ Ἐργοδότης θὰ ἐνεργήσῃ τὰς πληρωμὰς εἰς τὴν RHEIN-RUHR — BANK DUISBURG, τὴν RHEINISCH — WESTFALISCHE BANK, DUISBURG, καὶ τὴν BANKVEREIN WESTDEUTSCHLAND A. G. DÜSSELDORF, ἀντιστοίχως.

4. Τὸ ἀναφερόμενον ἐν τῇ παραγράφῳ 1 ὥς ἄνω εἰς ξένον συνάλλαγμα τίμημα θέλει ἀυξηθῇ μὲ τὴν εἰς ξένον συνάλλαγμα δαπάνην κατασκευῆς τῆς μονάδος παραγωγῆς ὑδροποιημένων ἀερίων LPG (Τμήμα 300) ἐφ' ὅσον ἡ προμήθεια τοῦ ἀναγκαίου ὕλικου καὶ ἐξοπλισμοῦ διὰ τὴν κατασκευὴν τοῦ τμήματος τούτου τοῦ Διυλιστηρίου ἤθελεν ἀνατεθῇ εἰς τὸν Ἀνάδοχον.

Ἡ εἰς ξένον συνάλλαγμα δαπάνη τοῦ τμήματος 300 τοῦ Διυλιστηρίου θέλει καταβληθῇ εἰς τὸν Ἀνάδοχον συμφώνως πρὸς τὰ ἄρθρα 5, 18 καὶ 19 τῆς παρούσης συμβάσεως. Ἡ σχέσις μεταξὺ τοῦ Γερμανικοῦ Μάρκου καὶ τοῦ Ἀμερικανικοῦ Δολλαρίου θέλει καθορισθῇ βάσει τῆς ἐπίσημης τιμῆς συναλλάγματος τοῦ Γερμανικοῦ Μάρκου ἔναντι τοῦ Ἀμερικανικοῦ Δολλαρίου ἐφ' ὅσον καὶ ὅταν συμφωνηθῇ ὅπως ἀνατεθῇ ἡ κατασκευὴ τοῦ τμήματος 300 εἰς τὸν Ἀνάδοχον.

5. Τὸ εἰς ξένον συνάλλαγμα τίμημα ὑπελογίσθη διὰ τὴν κατασκευὴν τοῦ Διυλιστηρίου εἰς ὅσον ἐμπαινομένην εἰς τὸ σχεδιάγραμμα τοῦ χώρου τοῦ Διυλιστηρίου ὅπερ ἐπιγράφεται ἐν τῇ παρούσῃ συμβάσει ἐν Παραρτήματι II καὶ σημειουμένην διὰ τῶν γραμμάτων J K L καὶ M.

Ἐφ' ὅσον κατόπιν περαιτέρω μελέτης ἤθελε προκρινθῇ ἡ σημειουμένη ἐν τῷ ὥς ἄνω σχεδιαγράμματι διὰ τῶν γραμμάτων N O G H P καὶ Q θέσις διὰ τὴν κατασκευὴν τοῦ Διυλιστηρίου, τὸ μήκος τῶν σωληνώσεων διὰ τὴν μεταφορὰν ὕδατος ψύξεως καὶ πρὸς πυροσβεστικὴν χρῆσιν εἰς τὸ Διυλιστήριον καὶ τῶν καλωδίων μεταφορᾶς ηλεκτρικοῦ ρεύματος, θέλει ἀυξηθῇ κατὰ 240 μ. περίπου, τὸ δὲ εἰς ξένον συνάλλαγμα τίμημα θέλει ἀυξηθῇ κατὰ ποσὸν συμφωνηθῆσμενον πρὸς κάλυψιν τῆς ἀναγκαίας εἰς ξένον συνάλλαγμα δαπάνης διὰ τὸ πρόσθετον ὕλικόν συμπεριλαμβανομένης καὶ τῆς δαπάνης κατασκευῆς.

6. Τὸ εἰς ξένον συνάλλαγμα τίμημα συμπεριλαμβάνει τὴν δαπάνην τοῦ ἀπαιτουμένου ὕλικου διὰ σωληνώσεις 12 ἰντσῶν ἀπὸ τῆς θέσεως τῶν δεξαμενῶν ἀργοῦ πετρελαίου ἐν Μεγάροις μέχρι τοῦ Διυλιστηρίου (Τμήμα 1600 Δ) μήκους 27.500 μ. ἀνερχομένην εἰς Γερμανικὰ Μάρκα δύο

ἑκατομμυρίων πεντακοσίων ὀγδοήκοντα τεσσάρων χιλιάδων ἑκατὸν (2.584.100).

Ἐφ' ὅσον ἡ τελικὴ χάραξις τῶν ἐν λόγῳ σωληνώσεων ἤθελεν ἐπιφέρει ἀύξησιν ἢ μείωσιν τοῦ μήκους τῶν ἐν λόγῳ σωληνῶν, ἡ δαπάνη τοῦ ὕλικου θέλει ἀυξηθῇ ἢ μειωθῇ κατ' ἄμεσον ἀναλογίαν πρὸς τὴν τοιαύτην αὐξήσιν ἢ μείωσιν, τὸ δὲ εἰς ξένον συνάλλαγμα τίμημα θέλει ἀναπροσαρμοσθῇ ἀναλόγως. Κατὰ τὸν αὐτὸν τρόπον ἡ εἰς ξένον συνάλλαγμα δαπάνη κατασκευῆς θέλει ἀναπροσαρμοσθῇ ἀναλόγως πρὸς τὴν αὐξήσιν ἢ μείωσιν τῶν σωληνώσεων τούτων, ἀλλὰ εἰς τὴν περίπτωσιν ταύτην ἡ ἀναπροσαρμογὴ θέλει γίνῃ βάσει τοῦ συντελεστοῦ ἀνερχομένου εἰς 0,5 φορές τὸ ποσοστὸν τῆς αὐξήσεως ἢ μειώσεως τοῦ μήκους τῶν σωληνώσεων, ἐφ' ὅσον ἡ αὐξήσις ἢ ἡ μείωσις τῶν σωληνῶν δὲν θέλει ὑπερβῇ οὐσιωδῶς τὰ 10 %. Ἐν περιπτώσει οὐσιωδούς αὐξήσεως ἢ μειώσεως τοῦ μήκους τῶν σωληνώσεων οἱ συμβαλλόμενοι θὰ συμφωνήσουν ἀμοιβαίως ἐπὶ ἐνδεχομένη ἀναθεωρήσει τοῦ συντελεστοῦ.

Ἄρθρον 18.

1. Ὁ Ἐργοδότης ὑποχρεοῦται νὰ καταβάλῃ εἰς τὸν Ἀνάδοχον ὡς προκαταβολὴν ἐπὶ τοῖς συμφωνηθέντος εἰς ξένον συνάλλαγμα τιμήματος κατὰ τὸ ἄρθρον 17 τῆς παρούσης Συμβάσεως, ποσοστὴν 15 % τοῦτου, ἥτοι τὸ ποσὸν τῶν Γερμανικῶν Μάρκων ἐπὶ ἑκατομμυρίων τετρακοσίων ὀγδοήκοντα εἴς χιλιάδων τετρακοσίων εἴκοσι πάντε (7.480.425), ἰσοδύναμον Δολλαρίων H.Π.Α. ἐνὸς ἑκατομμυρίου ἑπτακοσίων ὀγδοήκοντα δύο χιλιάδων τετρακοσίων ὀγδοήκοντα δύο καὶ δέκα τεσσάρων ἑκατοστῶν (1.782.482,14) ἐντὸς προθεσμίας δέκα (10) ἡμερῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως καὶ ἐπὶ τῇ καταθέσει ἐκ μέρους τοῦ Ἀναδόχου ἐγγρητικῆς ἐπιστολῆς τῆς Τραπεζῆς RHEIN-RUHR BANK AG., DUISBURG, ἰσχύος δέκα ἐννέα (19) μηνῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἰσοδύναμον πρὸς τὴν ἀνωτέρω ἀναφερομένην προκαταβολήν. Ἡ ἰσχύς τῆς ἐγγρητικῆς ἐπιστολῆς θέλει παρατεθῇ, ἐὰν παραστῇ ἀνάγκη, ἐπὶ 17 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐγκρίσεως τῶν σχεδίων διατάξεως τῶν μηχανολογικῶν ἐγκαταστάσεων καὶ διαγραμμάτων λειτουργίας, ἡμερομηνία ἥτις καθορίζεται ἐν τῇ παραγράφῳ 5 τοῦ ἁρθροῦ 6 τῆς παρούσης συμβάσεως. Σχέδιον τῆς ρηθείσης ἐγγρητικῆς ἐπιστολῆς προσυρτᾶται τῷ παρόντι ὡς ἀναπόσπαστον τμήμα τῆς παρούσης συμβάσεως.

Διὰ τῆς ὥς ἄνω ἐγγρητικῆς ἐπιστολῆς ἡ ἐγγρητικὴ Τράπεζα θὰ ἀναλάβῃ τὴν ὑποχρέωσιν νὰ πληρώσῃ εἰς τὴν Ἑλληνικὴν Κυβέρνησιν, ὡς Ἐργοδότην, τὸ ποσὸν τῆς ἐγγρήσεως εἰς δεσμευμένον λογαριασμὸν παρὰ τῇ Τραπεζῇ τῆς Ἑλλάδος, ἐφ' ὅσον ἡ ἐγγρητικὴ Τράπεζα αἰδομένη ἐγγυήσεως ὑπὸ τῆς Ἑλληνικῆς Κυβερνήσεως, ὡς Ἐργοδότης, ὅτι ἂν ὕλικον ἰσῆς ἂν ἴσως πρὸς τὸ ποσὸν τῆς ἐγγρητικῆς αἰτήσεως ἐπιστολῆς δὲν παρεδόθη εἰς ἑλληνικὴν λιμένα ἐντὸς προθεσμίας 16 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐγκρίσεως τῶν σχεδίων διατάξεως τῶν μηχανολογικῶν ἐγκαταστάσεων καὶ τῶν διαγραμμάτων λειτουργίας. Τὸ ποσὸν τοῦτο, ὡς ἦν, θέλει πέρασθαι δεσμευμένον μέχρι ἐξόφσεως ἀποφάσεως τοῦ Δικητηρίου Δικαστηρίου συμφώνως πρὸς τὸ ἐπόμενον ἐδάφιον καὶ κοινοποιήσεως ταύτης εἰς τὰ συμβαλλόμενα μέρη. Ἡ ἂν τὸ ἀφαινομένον εἰς ἑλληνικὴν λιμένα ὕλικον θέλει καθορισθῇ συμφώνως πρὸς τὴν παράγραφον 6 τοῦ ἁρθροῦ 7 τῆς παρούσης συμβάσεως. Τὸ Δικητηρικὸν Δικαστήριον, τῇ αἰτήσει τοῦ Ἀναδόχου ἢ τοῦ Ἐργοδότης, θέλει ἀποφασίσαι ὅτι τὸ κατατεθὲν εἰς τὸν ἀνωτέρω δεσμευμένον λογαριασμὸν ποσὸν θέλει ἐπιστραφῇ εἰς τὸν Ἀνάδοχον, ἐὰν κρινῇ ὅτι ὁ Ἀνάδοχος, ὅσον νὰ μὴ θεωρηθῇ ὑπεύθυνος διὰ τὴν καθυστέρησιν ἔξωθεν ὕλικον καὶ ἐξοπλισμοῦ ἀντιστοιχοῦ ἂν ἴσως εἰς ἑλληνικὴν λιμένα ἢ ἀποφασίσαι ὅτι τὸ ρηθὲν ποσὸν δέον νὰ ἀποδοθῇ ὑπὲρ τοῦ Ἐργοδότης.

Ἡ ὥς ἄνω ἐγγρητικὴ ἐπιστολὴ θέλει ἀπιστραφῇ εἰς τὴν ἐγγρητικὴν Τράπεζαν εἰς ὅσον εἰς ἡ ἂν τὸ ἀφαινομένον ἐν Ἑλλάδι ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ ἄλλου ὕλικου, καθοριζομένη συμφώνως πρὸς τὸ ἄρθρον 7 παρὰ γρ.

6 τῆς παρούσης συμβάσεως, ἤθελεν ὑπερβῆναι τὸ 15 % τοῦ συμπεφωνημένου, εἰς ξένον συνάλλαγμα συνολικοῦ τιμήματος.

2. Τὸ ἀπομένον ὑπόλοιπον 85 % τοῦ εἰς ξένον συνάλλαγμα συμπεφωνημένου τιμήματος, ἀντιπροσωπεῖον ποσὸν Γερμανικῶν Μάρκων τεσσαράκοντα δύο ἑκατομμυρίων

τετρακοσίων εἰκοσι τριῶν χιλιάδων ἑβδομήκοντα πέντε (42.423.075), ἰσόποσον δολλαρίων Η.Η.Α. δέκα ἑκατομμυρίων ἑκατὸν χιλιάδων ἑπτακοσίων τριῶντα δύο καὶ δέκα τεσσάρων ἑκατοστῶν (10.100.732,44) θέλει καταβληθῆναι εἰς ὁκτὼ ἴσας δόσεις συμφώνως πρὸς τὸ κατωτέρω πρόγραμμα πληρωμῶν.

Ποσὸν εἰς Γερμανικὰ Μάρκα Ποσοστὸν ἐπὶ Καταβλητέον ἐπὶ τῇ τοῦ τιμήματος συμπληρώσει τῶν κάτωθι ἀναφερομένων μηνῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως.

5.302.884	10,625	26
5.302.884	10,625	38
5.302.884	10,625	50
5.302.884	10,625	60
5.302.884	10,625	74
5.302.884	10,625	86
5.302.884	10,625	98
5.302.887	10,625	110

Ἐναντι τῆς κατατεθεισομένης ὑπὸ τοῦ Ἀναδόχου παρὰ τῷ Ἐργοδότη ἐγγυητικῆς ἐπιστολῆς συμφώνως πρὸς τὸ ἀρθρον 14 τῆς παρούσης συμβάσεως, ὁ ἐργοδότης θέλει παραδώσῃ εἰς τὴν Τράπεζαν τῆς Ἑλλάδος τὰ κατωτέρω

γραμμάτια (Treasury Bonds), ἐκδόσεως τοῦ Ὑπουργοῦ τῶν Οἰκονομικῶν τῆς Ἑλλάδος καὶ εἰς διαταγὴν τῶν Fried Krupp, Mashinen und Stahlbau, Rheinhausen καὶ Stahlunion Export, G.M.B.H. Düsseldorf.

Γραμμάτια εἰς διαταγὴν
FRIED KRUPP MASCHINEN UND STAHLBAU
πληρωτέα παρὰ τῇ Τραπεζῇ
RHEIN - RUHR BANK
A.G., DUISBURG
Γερμανικὰ Μάρκα

Γραμμάτια εἰς διαταγὴν
STAHLUNION-EXPORT
G.M.B.H. DÜSSELDORF
πληρωτέα παρὰ τῇ Τραπεζῇ
BANKVEREIN WEST-
DEUTSCHLAND A.G.,
DÜSSELDORF

Συνολικοῦ
ποσοῦ
Γραμματίων
εἰς Γερμανικὰ Μάρκα

Ποσοστὸν
Συνολικοῦ
Τιμήματος

Λήξεως . . .
μηνῶν ἀπὸ τῆς
ἡμερομηνίας
τῆς ἐνάρξεως
τῆς ἰσχύος τῆς πα-
ρούσης συμ-
βάσεως

10 τῶν 371.202	10 τῶν 159.086	5.302.880	10.625	26
10 τῶν 371.202	10 τῶν 159.086	5.302.880	10.625	38
10 τῶν 371.202	10 τῶν 159.086	5.302.880	10.625	50
10 τῶν 371.202	10 τῶν 159.086	5.302.880	10.625	60
10 τῶν 371.202	10 τῶν 159.086	5.302.880	10.625	74
10 τῶν 371.202	10 τῶν 159.086	5.302.880	10.625	86
10 τῶν 371.202	10 τῶν 159.086	5.302.880	10.625	98
1 τῶν 218.375	1 τῶν 93.590	(		
1 τῶν 133.665	1 τῶν 57.285	(		
2 τῶν 385.000	2 τῶν 165.000	(		
2 τῶν 217.000	2 τῶν 93.000	(		
2 τῶν 122.500	2 τῶν 52.500	(		
3 τῶν 637.000	3 τῶν 275.000	(		
		5.302.915	10.625	110

42.423.075

Τὰ ἀνωτέρω γραμμάτια θὰ ἀκολουθοῦνται ὑπὸ ἀνεκλήτου ἐντολῆς τοῦ Ἐργοδότη πρὸς τὴν Τράπεζαν τῆς Ἑλλάδος ὅπως παραδῶσθαι τὰ οὕτω κατατεθεισόμενα γραμμάτια εἰς 1) Rhein-Ruhrbank A. G. Duisburg ὑπὲρ τοῦ δικαιοῦχου Fried Krupp Maschinen und Stahlbau καὶ 2) εἰς τὴν Τράπεζαν Bankverein Westdeutschland A.G. Düsseldorf ὑπὲρ τῆς Stahlunion-Export G.M.B.H. Düsseldorf συμφώνως πρὸς τὰ κατωτέρω πρόγραμμα.

Γραμμάτια λήγοντα κατὰ τοὺς κατωτέρω καθοριζομένους μῆνας, ἀπὸ τῆς ἡμερομηνίας τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως κατὰ τὸν χρόνον τῆς παραλαβῆς τῶν ποσοστῶν ἀξίας τοῦ ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ ἄλλων ὀφικῶν ὡς κατωτέρω :

Μῆνες	% ἐπὶ τῆς ἀξίας
26	17 ο]ο
38	33 ο]ο
50	50 ο]ο
60	66 ο]ο
74	84 ο]ο
86	100 ο]ο

Ἡ ἀξία ἐκάστης τμηματικῆς ἀποστολῆς θέλει ἀποδεικνύεται διὰ τῶν φορτωτικῶν ἐγγράφων, μίαν σειρὰ τῶν ὁποίων θὰ ὑποβάλλεται εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ὑπὸ τοῦ Ἀναδόχου. Ἡ σειρὰ τῶν ἐν λόγῳ ἐγγράφων θὰ συνίσταται ἐκ προτιμολογίου, φορτωτικῶν ἢ ἀποδείξεων παραλαβῆς σιδηροδρόμων ἢ ἄλλων παρομοίων ἀποδείξεων καὶ πιστοποιητικοῦ τοῦ Τελωνείου περὶ ἀφίξεως ἐν Ἑλλάδι τοῦ ἀναφερομένου ἐν ταῖς φορτωτικαῖς ἢ ἀποδείξεσιν ὀφικῶν. Ἡ Τράπεζα τῆς Ἑλλάδος βάσει τῶν προτιμολογίων θέλει τηρῆναι λογαριασμὸν τῶν ἀφικνουμένων ἐν Ἑλλάδι ποσότητων ὀφικῶν καὶ ἐξοπλισμοῦ καὶ θέλει παραδίδῃ εἰς τὸν Ἀνάδοχον, συμφώνως πρὸς τὸ ἀνωτέρω πρόγραμμα, τὰ ἀντίστοιχα γραμμάτια ὡς ταῦτα ἀναφέρονται εἰς τὸν πίνακα τῆς παρούσης παραγράφου α, οὐχὶ βραδύτερον τῶν 15 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας τῆς εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ὑποβολῆς ὑπὸ τοῦ Ἀναδόχου τῆς πιστοποίησεως τοῦ Τελωνείου καὶ τῶν ἀνωτέρω δικαιολογητικῶν ἐγγράφων, ὅτινα ὁμοῦ μετὰ τῶν φορτωτικῶν ἐγγράφων τῶν προηγούμενων ἀποστολῶν ἀντιπροσωπεύουν ἀξίαν ἴσην πρὸς τὰ ἀνωτέρω ἀναφερόμενα ἀνάλογα ποσοστά τοῦ καθορι-

σθέντος συνολικοῦ τιμήματος. Ἡ τελωνειακὴ ἀρχὴ ὑποχρεοῦται νὰ ἐκδώσῃ τὴν πιστοποιήσιν ἀφίξεως τοῦ ὑλικοῦ ἐν Ἑλλάδι ἐντὸς 3 ἡμερῶν ἀπὸ τῆς ἡμέρας τοῦ κατὰ πλοῦ τοῦ πλοίου εἰς ἑλληνικὸν λιμένα.

Συμφωνεῖται μεταξύ τοῦ Ἐργοδότη καὶ τοῦ Ἀναδόχου ὅτι τὰ ποσὰ τῶν προτιμολογίων θέλουσι καθορισθῇ συμφώνως πρὸς τὴν αὐτὴν διαδικασίαν τοῦ ἄρθρου 7 παρ. 6 τῆς παρούσης συμβάσεως, ἥτις θέλει ἐφαρμοσθῇ πρὸς ὑπολογισμόν τῆς ἀξίας τοῦ ἀφικνουμένου ἐν Ἑλλάδι ὑλικοῦ. Συμφώνως πρὸς τὴν διαδικασίαν ταύτην, κατὰ τὸν χρόνον καθ' ὃν ἔπαιον τὸ ὑλικὸν θὰ ἔχη φθάσει ἐν Ἑλλάδι εἰς τὸν Ἀνάδοχον θὰ ἔχη καταβληθῇ τὸ 80 % τοῦ εἰς ξένον συνάλλαγμα συμπεφωνημένου τιμήματος, καλυπτόμενου ὑπὸ τῆς ἐκ 15 % προκαταβολῆς καὶ γραμματίων ἀντιπροσπευόντων τὸ 65 % τοῦ τιμήματος, παραδοθέντων δὲ συμφώνως πρὸς τὴν ἀνωτέρω καθοριζομένην διαδικασίαν.

Συμφωνεῖται περαιτέρω μεταξύ Ἐργοδότη καὶ Ἀναδόχου ὅτι οὐχὶ ἀργότερον τῶν 15 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ὑποβολῆς ὑπὸ τοῦ Ἀναδόχου εἰς τὴν Τράπεζαν τῆς Ἑλλάδος τῆς πιστοποιήσεως τοῦ Τελωνείου περὶ ἀφίξεως τοῦ ὑλικοῦ ἐν Ἑλλάδι, ἡ Τράπεζα τῆς Ἑλλάδος θέλει αὐτομάτως πιστώνῃ μετὰ τὸ ποσὸν τοῦ προτιμολογίου τὸν λογαριασμόν τοῦ Ἀναδόχου καὶ παραδίδῃ αὐτομάτως εἰς τὸν Ἀνάδοχον τὰ ἀντίστοιχα γραμμάτια εὐθὺς ὡς ἡ πίστωσις ἀνέλθει εἰς τὰ ποσοστὰ τῆς ἀξίας τοῦ ἐξοπλισμοῦ ὡς καθορίζονται ἀνωτέρω. Οὐχὶ ἤττον ὁ Ἐργοδότης ἐπιφυλάσσει εἰς ἑαυτὸν τὸ δικαίωμα νὰ προσδιορίσῃ κατὰ πόσον ἡ ἀξία τοῦ ἐξοπλισμοῦ ἀντιστοιχεῖ πρὸς τὴν ἀξίαν ὡς ὑπελογίσθη συμφώνως πρὸς τὸ ἄρθρον 7 παρ. 6. Εἰς ἣν περίπτωσιν ὁ Ἐργοδότης ἐν συνεννοήσει μετὰ τοῦ Ἀναδόχου ἤθελε διαπιστώσῃ διαφορὰν εἰς τὴν ἀξίαν, ἡ διαφορὰ αὕτη θέλει ληφθῇ ὑπ' ὄψιν αὐτομάτως ὑπὸ τῆς Τράπεζας τῆς Ἑλλάδος κατὰ τὸν ὑπολογισμόν τῶν ἐπομένων προτιμολογίων. Τὸ συνολικὸν ποσὸν ἀπάντων τῶν προτιμολογίων, τῶν καθορισθέντων συμφώνως πρὸς τὸ ἄρθρον 7 παρ. 6 τῆς παρούσης συμβάσεως δὲν θὰ ὑπερβαίῃ τὸ συμπεφωνημένον συνολικὸν τίμημα. Τὰ γραμμάτια

ταῦτα θὰ παραδίδονται εἰς τὸν Ἀνάδοχον. ἔναντι Τραπεζιτικῆς ἐγγυήσεως καλυπτούσης τὸ 10 % τῶν σχετικῶν γραμματίων, αἱ τοιαῦται δὲ Τραπεζιτικαὶ ἐγγυήσεις θὰ ἐπιστραφῶσι συμφώνως πρὸς τὴν διαδικασίαν τοῦ ἐδαφίου β τοῦ παρόντος εὐθὺς ὡς περατωθῇ ἡ ἀνέγερσις τοῦ Διυλιστηρίου. Σχέδιον τοιαύτης ἐγγυητικῆς ἐπιστολῆς ἐπισυνάπτεται τῇ παρούσῃ καὶ ἀποτελεῖ ἀναπόσπαστον μέρος ταύτης.

β) Γραμμάτια καλύπτοντα περαιτέρω ποσοστὸν 10 % τοῦ εἰς ξένον συνάλλαγμα συμπεφωνημένου τιμήματος καὶ λήγοντα 98 μῆνας ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως, θὰ παραδίδονται εἰς τὸν Ἀνάδοχον οὐχὶ ἀργότερον τῶν 10 ἡμερῶν ἀπὸ τῆς καθοριζομένης ἡμερομηνίας συμπληρώσεως τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου, συμφώνως πρὸς τὸ ἄρθρον 10 παρ. 2 τελευταῖον ἐδαφίου τῆς παρούσης συμβάσεως.

γ) Ἡ τελευταία δόσις τῶν 10 % τοῦ εἰς ξένον συνάλλαγμα συμπεφωνημένου τιμήματος, ἡ λήγουσα 110 μῆνας ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως, ὑποδιαιρεῖται καὶ κατανέμεται εἰς τὰ διάφορα τμήματα τοῦ Διυλιστηρίου συμφώνως πρὸς τὸ ἄρθρον 12 παρ. 7 τῆς παρούσης συμβάσεως καὶ θὰ παραδίδεται εἰς τὸν Ἀνάδοχον εὐθὺς ὡς τὰ ἀντίστοιχα τμήματα ἔχουν τεθῇ ἐπιτυχῶς εἰς λειτουργίαν καὶ ἔχουν ἀνταποκριθῇ πρὸς τὰς συμφωνηθείσας ἐγγυήσεις.

Συμφώνως πρὸς τὰ ἀνωτέρω, τὰ γραμμάτια θὰ παραδίδονται εἰς τὸν Ἀνάδοχον ὅταν τὰ ἀκόλουθα τμήματα θὰ ἔχουν γίνῃ δεκτὰ καὶ ὅταν ὁ προμηθευθεὶς καταλύτῃς συμφώνως μετὰ τὴν παράγραφον 1 τοῦ ἄρθρου 2 ἔχει παραληφθῇ ὑπὸ τοῦ Ἐργοδότη.

Διὰ τὴν συμπλήρωσιν τῆς ἀξίας τῶν γραμματίων ἵνα καλυφθῇ ποσοστὸν 90 % τοῦ συνολικοῦ εἰς ξένον συνάλλαγμα τιμήματος, γραμμάτια ἀνερχόμενα εἰς 0,625 % τοῦ συνολικοῦ εἰς ξένον συνάλλαγμα τιμήματος θὰ πληρωθοῦν ἐπιπροσθέτως κατὰ τὴν ἡμερομηνίαν συμπληρώσεως τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου καὶ περιλαμβάνονται εἰς τὸ ἀκόλουθον πρόγραμμα πληρωμῶν.

Ἀριθ.	Ποσὸν Γρμ/ων ἐκάστου γρμ/ου	Συνολικὸν ποσὸν εἰς γερμαν. μάρκα	Δικαιούχος	Παραδοτέα
1	218.375	218.375	KRUPP	Κατὰ τὴν ἡμερομηνίαν ἀποπερατώσεως τῆς ἀνεγέρσεως.
1	93.590	93.590	ST.E.	» » » » »
1	133.665	133.665	KRUPP.	Ἄμα τῇ προμηθειᾷ τῶν φορτίων καταλύτου.
1	57.285	57.285	ST.E.	» » » » »
2	385.000	770.000	KRUPP	Ἄμα τῇ ἀποδοχῇ τῶν Τμημάτων 700 καὶ 16001
2	165.000	330.000	ST.E.	» » » » »
2	217.000	434.000	KRUPP	Ἄμα τῇ ἀποδοχῇ τοῦ Τμήματος 1000
2	93.000	186.000	ST.E.	» » » » »
2	122.500	245.000	KRUPP	Ἄμα τῇ ἀποδοχῇ τοῦ Τμήματος 1600 Δ
2	52.500	105.000	ST.E.	» » » » »
3	637.000	1.911.000	KRUPP	Ἄμα τῇ ἀποδοχῇ τῶν μονάδων καταργησίας.
3	273.000	819.000	ST.E.	» » » » »

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3. Ὁμοῦ μετὰ ἐκάστης δόσεως ὁ Ἐργοδότης θὰ καταβάλλῃ εἰς τὸν Ἀνάδοχον τὸν τόκον, ἀπλοῦν καὶ οὐχὶ ἐπ' ἀνατοκισμῷ, ὑπολογιζόμενον ἐπὶ τοῦ ὑπολοίπου τοῦ ὀφειλομένου κεφαλαίου ἀπὸ τῆς ἡμερομηνίας ἐξοφλήσεως τῆς προηγούμενης δόσεως μέχρι τῆς προτεραιᾶς τῆς καταβολῆς τῆς ἐπομένης δόσεως.

4. Ὁ τόκος, ἀπλοῦς καὶ οὐχὶ ἐπ' ἀνατοκισμῷ, ὅστις θέλει καταβληθῇ ὁμοῦ μετὰ τῆς πρώτης δόσεως θὰ ὑπολογισθῇ ἐπὶ τῆς ἀξίας τῶν εισαχθέντων ἐν Ἑλλάδι καθ' ἑκάστα τμημάτων μηχανημάτων καὶ ἐξοπλισμοῦ, ὑπολογιζόμενος συμφώνως πρὸς τὸ ἄρθρον 7 παράγρ. 6 τῆς παρούσης συμβάσεως καὶ κατόπιν ἀφαίρεσεως τοῦ 15 % ταύτης, ὁ ὑπολογισμὸς δὲ οὗτος θὰ ἀρχίσῃ 4 ἐβδομάδας πρὸ τῆς ἡμερομηνίας τῆς ἀφίξεως τοῦ μεταφέροντος τὸ ἐν λόγῳ ὑλικὸν καὶ ἐξοπλισμὸν πλοίου εἰς ἑλληνικὸν λιμένα καὶ μέχρι τῆς προτεραιᾶς τῆς καταβολῆς τῆς πρώτης δόσεως.

5. Ὁμοῦ μετὰ τῆς ἐν παραγρ. 2 τοῦ παρόντος ἄρθρου ἀναφερομένης πρώτης δόσεως ὁ Ἐργοδότης συμφωνεῖ ὅπως καταβάλλῃ εἰς τὸν Ἀνάδοχον τὴν δαπάνην τῆς ἐγγυήσεως τῆς HERMES ὡς αὕτη ἐμφαίνεται ἐν τῇ σχετικῇ βεβαιώσει τῆς ἐν λόγῳ ἀσφαλιστικῆς ἑταιρείας, πλέον τόκου ἀπὸ τῆς ἡμερομηνίας τῆς ἐν λόγῳ βεβαιώσεως καὶ μέχρι τῆς προτεραιᾶς τῆς καταβολῆς τῆς πρώτης δόσεως.

6. Ἄμα τῇ δημοσιεύσει τοῦ κυρωτικοῦ τῆς παρούσης συμβάσεως Νόμου, ὁ Ἐργοδότης θέλει παραδώσῃ εἰς τὸν Ἀνάδοχον ἐγγυητικὴν ἐπιστολήν, τῆς Τράπεζας τῆς Ἑλλάδος, δι' ἧς ἡ ἐν λόγῳ Τράπεζα θέλει ἐγγυηθῇ τὴν ὑπὸ τοῦ Ἑλληνικοῦ Δημοσίου ἐκτέλεσιν τῶν διὰ τῆς παρούσης Συμβάσεως ἀναλαμβανόμενων παρὰ τοῦτου ὑποχρεώσεων ἐν σχέσει πρὸς τὰς εἰς μάρκα πληρωμὰς, συμφώνως πρὸς τοὺς ὅρους καὶ τὰς διατάξεις τῆς παρούσης συμβάσεως, καὶ τὴν μεταφορὰν τῶν ληξιπροθέσμων ποσῶν οὐχὶ ἀργότερον τῶν

10 ημερών από της ημερομηνίας καθ' ην έκαστον γραμματίον ήθελε καταστή ληξιπρόθεσμον, εις πίστωσιν των Γερμανικών Τραπεζών παρ' αἷς τὰ ἐν τῇ παρούσῃ συμβάσει ἀναφερόμενα γραμμάτια θέλουσι κατατεθῇ πρὸς εἰσπραξίν. Περαιτέρω δ' Ἐργοδότης θέλει δώσῃ ἐντολὴν εἰς τὴν Τράπεζαν τῆς Ἑλλάδος ὅπως ἐπιβεβαιώσῃ εἰς τὸν Ἀναδόχον ὅτι αὕτη παρέλαβεν διὰ τὰ γραμμάτια ὡς καὶ τὴν ἐν παραγρ. 1 τοῦ παρόντος ἄρθρου ἀναφερομένην ἀνέκκλητον ἐντολὴν καὶ ἀναλαμβάνει νὰ ἐνεργήσῃ συμφώνως πρὸς τὴν ἐντολὴν ταύτην.

7. Ὁ Ἐργοδότης δικαιούται ὅπως καταβάλῃ μέρος ἢ τὸ σύνολον τοῦ ἀπομένοντος ὑπολοίπου τοῦ συμπεφωνημένου τιμημάτων καὶ τὴν δαπάνην τῆς ἐγγυήσεως τῆς HERMES ἐνωρίτερον τῶν καθοριζομένων ἐν τῇ παρούσῃ συμβάσει ἡμερομηνιών. Εἰς τὰς περιπτώσεις ταύτας θὰ ἀπαλλαγῇ τῆς συμφώνως πρὸς τὸ ἄρθρον 19 καταβολῆς περαιτέρω τόκου ἐπὶ τῶν οὕτω καταβληθέντων ποσῶν καὶ ἡ σχετικὴ μείωσις τῆς δαπάνης τῆς ἐγγυήσεως HERMES συμφώνως πρὸς τὸ ἄρθρον 18 παράγρ. 5 θέλει ἀφαιρεθῇ τῆς ἐν λόγῳ καταβολῆς.

8. Ἐφ' ὅσον ἡ μεταφορά τῶν καταβλητέων ποσῶν δὲν ἤθελεν ἐνεργηθῇ ἐντὸς τῆς ὡς ἄνω προθεσμίας τῶν 10 ἡμερῶν, ὁ Ἐργοδότης θὰ καταβάλῃ καὶ τὸν εἰσπραττόμενον ὑπὸ τῶν Γερμανικῶν Τραπεζῶν τόκον ἐπὶ τῆς ὀφειλουμένης δόσεως.

9. Εἰς περίπτωσιν καθ' ἣν ἡ ἡμερομηνία ἀποπερατώσεως τῆς ἀνεγέρσεως ὡς καθορίζεται ἐν ἄρθρῳ 10 παράγρ. 2, ἐπέλθῃ ἐνωρίτερον τῶν 26 μηνῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως τότε πρὸς ἐπιβράβευσιν τοῦ Ἀναδόχου ἡ πρώτη δόσις θέλει καταστή ληξιπρόθεσμος εἰς τὴν ἀναλογοῦσαν πρὸς τὴν ἡμερομηνίαν ἀποπερατώσεως ἡμερομηνίαν, αἱ δὲ ἡμερομηνίαι καταβολῆς τῶν περαιτέρω δόσεων θέλουσιν ἀναπροσαρμοσθῇ ἀναλόγως.

ΕΠΙΤΟΚΙΟΝ

Ἄρθρον 19.

Τὸ ἐπιτόκιον ἐπὶ τῶν κατὰ τὰ προηγούμενα ἄρθρα καταβλητέων δόσεων ὀρίζεται εἰς πέντε καὶ ἡμισυ (5 1/2) ἐπὶ τοῖς ἑκατὸν. Τοῦτο βασιίζεται ἐπὶ τοῦ ἤδη ἰσχύοντος ἐπιτοκίου τῆς Γερμανικῆς Τραπεζῆς BDL ἐκ τρία ἐπὶ τοῖς ἑκατὸν (3 %) πλέον σταθερᾶς ἐπιβαρύνσεως ἐκ δύο καὶ ἡμισυ ἐπὶ τοῖς ἑκατὸν (2 1/2). Ἐὰν κατὰ τὸ διάστημα τῆς ἰσχύος τῆς παρούσης συμβάσεως ἐπέλθῃ μεταβολὴ τις, εἴτε αὐξήσις εἴτε μείωσις τοῦ ἐπιτοκίου τῆς ὡς ἄνω Γερμανικῆς Τραπεζῆς, τὸ συνολικὸν ἐπιτόκιον ἐκ πέντε καὶ ἡμισυ ἐπὶ τοῖς ἑκατὸν (5 1/2) θὰ μεταβάλλεται ἀναλόγως πρὸς τὴν ἐπερχομένην αὐξομειώσιν τοῦ ἐπιτοκίου τῆς ὡς ἄνω Γερμανικῆς Τραπεζῆς καὶ ἀπὸ τῆς χρονολογίας τῆς τοιαύτης μεταβολῆς, τῆς σταθερᾶς ἐπιβαρύνσεως ἐκ δύο καὶ ἡμισυ ἐπὶ τοῖς ἑκατὸν (2 1/2) παραμενούσης ἀμεταβλήτου, μέχρι πλήρους ἐξοφλήσεως τοῦ συμπεφωνημένου εἰς ξένον συνάλλαγμα τιμήματος καὶ τῆς ἀξίας τῆς ἐγγυήσεως τῆς HERMES.

ΔΑΠΑΝΑΙ ΕΙΣ ΔΡΑΧΜΑΣ

Ἄρθρον 20.

Αἱ εἰς δραχμὰς δαπάναι, βαρύνουσαι τὸν Ἐργοδότην, ἀφοροῦν τὰ κατωτέρω:

α) Δαπάνην μεταφορᾶς πάντων τῶν μηχανημάτων, ἐξαρτημάτων καὶ ἐξοπλισμοῦ ἐν γένει, τῶν ἐισαχθέντων ἐκ τοῦ ἐξωτερικοῦ ἀπὸ τῆς ἐκφορῶσεως ἐκ τοῦ πλοίου, συμπεριλαμβανομένων καὶ τῶν δαπανῶν αὐτῆς μέχρι τοῦ χώρου τοῦ Διυλιστηρίου καὶ τοῦ χώρου τῶν δεξαμενῶν ἐναποθηκεύσεως ἀργοῦ πετρελαίου.

β) Τὰ ἡμερομισθία τοῦ ἐν Ἑλλάδι χρησιμοποιουμένου ὑπὸ τοῦ Ἀναδόχου ἐλληνικοῦ ἐργατοτεχνικοῦ καὶ λοιποῦ προσωπικοῦ, ἐφ' ὅσον δὲν καταβάλλονται ὑπὸ τῶν Ἑλλήνων υπεργολάβων.

γ) Τὴν ἀξίαν τῶν ὑπὸ τῶν Ἑλλήνων υπεργολάβων ἐκτελεσθησέμενων ἐργασιῶν.

δ) Τὴν ἀξίαν τῶν ἐν Ἑλλάδι προμηθευθησέμενων ὑλικῶν καὶ τὴν δαπάνην ὑπηρεσιῶν διὰ τὴν κατασκευὴν τοῦ

Διυλιστηρίου, ἐφ' ὅσον αὐταὶ δὲν περιλαμβάνονται εἰς τὸ συμπεφωνημένον εἰς ξένον συνάλλαγμα τιμήμα.

ε) Τὴν ἀξίαν δευτερευούσης φύσεως σιδηρῶν κατασκευῶν καὶ ἐξαρτημάτων, κατασκευασθησέμενων εἰς ἐλληνικὰ ἐργοστάσια, συμφώνως πρὸς τὴν παράγραφον 8 τοῦ ἄρθρου 7 τῆς παρούσης συμβάσεως.

στ) Τὰς δαπάνας ἐλαιοχρωματισμῶν.

ζ) Τὰ καταβλητέα εἰς τὸ ἄλλοδαπὸν προσωπικὸν κατασκευῆς καὶ ἐποπτείας ὑπὸ τοῦ Ἀναδόχου ἐπιδόματα διαβιώσεως κατὰ τὸ διάστημα παραμονῆς τούτου ἐν Ἑλλάδι μέχρι τῆς ἀποπερατώσεως τῶν δοκιμῶν λειτουργίας τοῦ Διυλιστηρίου. Τὰ ἐπιδόματα ταῦτα συμφωνοῦνται εἰς τὸ εἰς δραχμὰς ἰσόποσον τῶν δολλαρίων ἑνδεκά (11) ἡμερησίως κατ' ἄτομον ὅσον ἀφορᾷ τὸ προσωπικὸν ἀνεγέρσεως καὶ τῶν δολλαρίων δέκα τριῶν (13) ἡμερησίως κατ' ἄτομον διὰ τὸ προσωπικὸν ἐποπτείας καὶ διοικήσεως. Τὸ συνολικὸς διατεθησέμενον ποσὸν δι' ἐπιδόματα διαβιώσεως δὲν δύναται νὰ ὑπερβῇ τὸ εἰς δραχμὰς ἰσόποσον τῶν γερμανικῶν μάρκων τριῶν ἑκατομμυρίων (3.000.000). Ἐὰν τὸ ποσὸν τοῦτο δὲν ἤθελε ἀποδειχθῇ ἐπαρκές, ὁ Ἐργοδότης συμφωνεῖ νὰ αὐξήσῃ τοῦτο κατὰ τὴν κρίσιν του, ἐφ' ὅσον τοῦτο δικαιολογεῖται λόγῳ ἡξημένων ἀναγκῶν.

η) Τὰς δαπάνας ἐγκαταστάσεως καὶ ἐπιπλώσεως τῶν κεντρικῶν γραφείων ἐν Ἀθήναις καὶ τῶν γραφείων ὡς καὶ τῶν αἰθουσῶν ἐστίασεως εἰς τὸν τόπον ἀνεγέρσεως τοῦ Διυλιστηρίου.

θ) Τὰς μηνιαίας δαπάνας τοῦ ἐν Ἑλλάδι γραφείου τοῦ Ἀναδόχου δι' ἐνοίκιον, θέρμανσιν, φωτισμόν, ὕδωρ, τηλεφώνον, τηλεγραφικὰς καὶ ταχυδρομικὰς δαπάνας, γραφικὴν ὕλην, ἐξόδα κινήσεως κλπ. ἀναλόγως τῶν ἀναγκῶν τοῦ ἔργου. Δι' ὁρισμένους τῶν δαπανῶν τούτων, μηνιαίον ποσὸν κατ' ἀποκοπὴν δύναται νὰ καθορισθῇ ὑπὸ τοῦ Ἐργοδότη.

ι) Τὰ συνήθη ἐν Ἑλλάδι μεταφορικὰ ἐξόδα τοῦ ξένου προσωπικοῦ ἐπιβλέψεως τοῦ Ἀναδόχου, διὰ τὴν ἐκτέλεσιν τῶν κατὰ τὴν παρούσαν σύμβασιν ἀνατεθησέμενων αὐτῷ ἐργασιῶν.

ια) Οἰασθήπατε ἄλλας εἰς δραχμὰς δαπάνας, συναφεῖς μὲ τὴν ἀνέγερσιν τοῦ Διυλιστηρίου ἐν Ἑλλάδι, μὴ συμπεριλαμβανομένας εἰς τὸ συνολικὸν εἰς ξένον συνάλλαγμα τιμήμα καὶ αἱ ὅποιαι συμφώνως πρὸς τὸ πνεῦμα τῆς παρούσης συμβάσεως δέον νὰ βαρύνουν τὸν Ἐργοδότην. Οἰασθήπατε τοιαύτη δαπάνη θέλει καταβληθῇ μόνον κατόπιν ἐγκρίσεως τοῦ Ἐργοδότη.

Ἄρθρον 21.

1. Πᾶσα δαπάνη πραγματοποιουμένη εἰς δραχμὰς ὑπὸ τοῦ Ἀναδόχου καὶ ἀφορῶσα εἰς τὴν προμήθειαν ἢ μίσθωσιν μηχανημάτων, ἐργαλείων καὶ ὑλικῶν, ἢ εἰς τὴν ἐκτέλεσιν τεχνικῶν ἐν γένει ἔργων, διὰ τὴν ἐγκατάστασιν καὶ τὴν ἀρχικὴν λειτουργίαν τοῦ Διυλιστηρίου ὑπόκειται, πρὸ πάσης ἀναλήψεως οἰασθήπατε ὑποχρεώσεως ὑπὸ τοῦ Ἀναδόχου, εἰς τὴν ἔγκρισιν τοῦ Ἐργοδότη, ἐκτὸς τῆς κατωτέρω ἀναφερομένης ἐξαιρέσεως. Εἰς ἐπείγουσας περιπτώσεις ἐπιτρέπεται εἰς τὸν Ἀναδόχον ὅπως ἐνεργῇ προμηθείας ἢ προβαίῃ εἰς ἐκτέλεσιν ἐργασιῶν συναφῶν πρὸς τὴν ἐγκατάστασιν καὶ ἀρχικὴν λειτουργίαν τοῦ Διυλιστηρίου ἀπολογιστικῶς καὶ ἄνευ προηγουμένης ἐγκρίσεως τοῦ Ἐργοδότη ἐφ' ὅσον ἡ δαπάνη διὰ τὰς προμηθείας καὶ ἐργασίας ταύτας δὲν ὑπερβαίνει κατὰ περίπτωσιν τὸ ποσὸν τῶν δραχμῶν εἴκοσι πέντε χιλιάδων (25.000).

2. Εἰς τὴν αὐτὴν προηγουμένην ἔγκρισιν τῶν εἰς δραχμὰς δαπανῶν ὑπόκειται καὶ ἡ ὑπὸ τοῦ Ἀναδόχου μίσθωσις ὑπηρεσιῶν ἐλληνικοῦ προσωπικοῦ πάσης κατηγορίας, ὑπαλλήλικου καὶ ἐργατοτεχνικοῦ, ἐφ' ὅσον ἡ δαπάνη διὰ τὴν πρόσληψιν τοῦ προσωπικοῦ τούτου δὲν περιλαμβάνεται εἰς τὸ τιμὴμα τοῦ ἔργου διὰ τὴν δαπάνην τοῦ ὁποίου παρεσχέθη ἔγκρισις ὑπὸ τοῦ Ἐργοδότη.

3. Διὰ τὴν ἐφαρμογὴν τῶν ἀνωτέρω παραγράφων ὁ Ἀναδόχος ὑποχρεοῦται ὅπως ὑποβάλῃ εἰς τὸν Ἐργοδότην ἐγκαίρως, ἵνα ὑπάρχῃ ὁ ἀπαιτούμενος χρόνος διὰ τὴν οικονομικωτέραν ἐκτέλεσιν τῆς αἰτουμένης δαπάνης, ἐγγράφον αἰτησὶν παρέχων συνάμα πᾶσαν περιγραφὴν καὶ ἀναγκαίαν

λεπτομέρειαν, διὰ τὴν προτεινομένην προμήθειαν ἢ μίσθωσιν τῶν εἰδῶν ἢ ὑπηρεσιῶν ἢ ἐκτελέσειν τεχνικῶν ἔργων, προτείνων τὸν κατὰ τὴν γνώμην του καλύτερον ἢ οικονομικώτερον τρόπον πραγματοποίησεως αὐτῆς.

Ὅπου καθίστάται ἀπαραίτητον, ἡ αἰτήσις θὰ συνοδεύηται μετὰ ἀναγκαίαν πάσης φύσεως σχέδια, μελέτας, προυπολογισμούς καὶ προδιαγραφάς.

4. Τοιαῦτα αἰτήσεις δύνανται νὰ ὑποβάλλωνται διὰ πλείονας περιπτώσεις δι' ἐνὸς προγράμματος, τῶν ὑπὸ προμήθειαν ἢ μίσθωσιν εἰδῶν ἢ ὑπηρεσιῶν ἢ ἐκτελεστέων ἔργων τεχνικῶν, καλύπτοντος ἐνὰ πλήρες τμήμα ἐκτελεστέου ἔργου ἢ ὀρισμένην χρονικὴν περίοδον.

5. Ὁ Ἐργοδότης ὑποχρεοῦται ὅπως, τὸ ταχύτερον, παράσῃ τὴν ἐγκρίσιν του ἢ τροποποίησιν ἢ ἀπορρίψῃ τὴν αἴτησιν τοῦ Ἀναδόχου, λαμβάνων πάντοτε ὑπ' ὄψιν τὴν ἀνάγκην ταχείας ἐκτελέσεως τοῦ ἔργου.

Ἐν περιπτώσει μὴ ἀπάντησεως τοῦ Ἐργοδότου ἐντὸς ὁκτώ (8) ἡμερῶν ἀπὸ τῆς λήψεως τῆς αἰτήσεως τοῦ Ἀναδόχου θεωρεῖται σιωπηρῶς ὡς ἐγκριθεῖσα ἡ αἴτησις καὶ ὁ Ἀνάδοχος δικαιούται νὰ προβῇ εἰς τὴν ἐκτέλεσιν τῆς σχετικῆς δαπάνης καὶ ἀνεῖ τῆς ἐγκρίσεως τοῦ Ἐργοδότου.

Εἰς περίπτωσιν ἀπορρίψεως ἢ τροποποιήσεως αἰτήσεως τινος τοῦ Ἀναδόχου, δι' ἣν διαφωνεῖ οὗτος, δύναται ὁ Ἀνάδοχος νὰ διατυπώσῃ τοὺς λόγους τῆς διαφωνίας του, ἐφ' οὓς ἀποφαίνονται ὑποχρεωτικῶς διὰ τὸν Ἀνάδοχον ἀπὸ κοινοῦ οἱ Ἰπουργοὶ Συντονισμοῦ καὶ Βιομηχανίας, τὸ βραδύτερον ἐντὸς πέντε (5) ἡμερῶν ἀπὸ τῆς υποβολῆς τῆς διαφωνίας ὑπὸ τοῦ Ἀναδόχου. Παρερχομένης ἀπράκτου τῆς προθεσμίας ταύτης θεωρεῖται ὡς γενομένη ἀπόδεκτὴ ἡ ἀπόψις τοῦ Ἀναδόχου.

6. Κανονισμὸς ἐκδιδόμενος ὑπὸ τοῦ Ἐργοδότου δύναται νὰ καθορίσῃ πᾶσαν ἀναγκαίαν λεπτομέρειαν ὡς πρὸς τὴν διαδικασίαν ἐγκρίσεως καὶ ἐκτελέσεως τῶν δαπανῶν εἰς δραχμὰς καὶ τὰ ὑποβλητέα πρὸς τοῦτο εἰς τὸν Ἐργοδότην δικαιολογητικά, τὰ τῆς διενεργείας τῶν δημοπρασιῶν καὶ τὰς περιπτώσεις ἐφαρμογῆς τούτων ὡς καὶ τὰ τῆς ἐγκρίσεως τοῦ ἀποτελέσματος αὐτῶν. Ὁ κανονισμὸς οὗτος πάντως θὰ διέπεται ἀπὸ τὰς σχετικὰς διατάξεις τῆς παρούσης συμβάσεως καὶ κατὰ τὴν σύνταξιν του θὰ ληφθῇ πλήρως ὑπ' ὄψιν ἡ ἀνάγκη τῆς ταχείας ἀποπερατώσεως τῆς ἀνεγέρσεως τοῦ Δωλιστηρίου.

7. Αἱ εἰς δραχμὰς δαπάναι τῶν μελῶν τῆς Διοικήσεως τῶν συγκροτουσῶν τὸν Ἀνάδοχον Ἐταιρειῶν δὲν βαρύνουσι τὸν Ἐργοδότην οὐδὲ ἐπιτρέπεται νὰ πληρωθῶσιν ἐκ τοῦ κατὰ τὸ ἄρθρον 22 τῆς παρούσης συμβάσεως λογαριασμοῦ δραχμῶν.

Ἄρθρον 22.

1. Ὁ Ἐργοδότης θὰ ἀνοίξῃ παρὰ τῇ Τραπεζῇ τῆς Ἑλλάδος εἰδικὸν λογαριασμὸν εἰς δραχμὰς ὑπὸ τὸν τίτλον «Δωλιστηρίον Πετρελαίου - Λογαριασμὸς Δαπανῶν εἰς Δραχμὰς - Σύμβασις» ἐπ' ὀνόματι τοῦ Ἀναδόχου, διὰ τὴν ὑπὸ τούτου πληρωμῶν τῶν ἐν Ἑλλάδι πραγματοποιουμένων δαπανῶν εἰς δραχμὰς βαρυνουσῶν τὸν Ἐργοδότην, ὡς αὐτὴ καθορίζονται ἐν ἄρθρῳ 20 τῆς παρούσης συμβάσεως.

2. Τὸ εἰς πίστῳσιν τοῦ λογαριασμοῦ τούτου ἀρχικῶς κατατεθησόμενον ὑπὸ τοῦ Ἐργοδότου ποσὸν ὀρίζεται εἰς δραχμὰς ἑξ' ἑκατομμύρια (6.000.000). Τοῦτο θέλει κατατεθῇ ἐντὸς ἑκά (10) ἡμερῶν ἀπὸ τῆς υποβολῆς εἰς τὸν Ἐργοδότην σχετικῆς αἰτήσεως ὑπὸ τοῦ Ἀναδόχου. Ἡ περαιτέρω χρηματοδότησις τοῦ ἀνωτέρω λογαριασμοῦ ὑπὸ τοῦ Ἐργοδότου θὰ ἐνεργῇται κατὰ μηνιαία χρονικά διαστήματα, ἢ καὶ ἐνωρίτερον, κατόπιν εἰδικῆς αἰτήσεως τοῦ Ἀναδόχου, λόγῳ εἰδικῶν συνθηκῶν, κατὰ τὴν κατωτέρω ὀριζομένην διαδικασίαν.

α) Ἐκ τοῦ ἀνωτέρω λογαριασμοῦ ὁ Ἀνάδοχος θὰ πληρώνῃ ἀποκλειστικῶς καὶ μόνον τὰς βαρυνούσας τὸν Ἐργοδότην, κατὰ τοὺς ὅρους τῆς παρούσης συμβάσεως, δαπάνας εἰς δραχμὰς, ἀποκλειομένης τῆς πληρωμῆς ἐξ αὐτοῦ οἰασδήποτε ἄλλης δαπάνης μὴ βαρυνούσης τὸν Ἐργοδότην.

β) Πᾶσα πληρωμὴ ἐνεργουμένη ὑπὸ τοῦ Ἀναδόχου ἐκ τοῦ ἀνωτέρω λογαριασμοῦ θὰ βασίζεται εἰς πλήρη δικαιολογητικά τηρούμενα ὑπὸ τοῦ Ἀναδόχου. Ὁ Ἐργοδότης θὰ καθορίσῃ τὰ δι' ἐκάστην κατηγορίαν δαπανῶν τηρητέα ὑπὸ τοῦ Ἀναδόχου δικαιολογητικά καὶ ἄλλα ἔγγραφα διὰ τὴν ὑπὸ τοῦ Ἐργοδότου ἀναγνώρισιν τῶν γενομένων δαπανῶν.

γ) Ὁ Ἐργοδότης θὰ ἀσκήσῃ πλήρῃ καὶ συνεχῇ ἐλεγχὸν τῶν ὑπὸ τοῦ Ἀναδόχου ἐκτελουμένων δαπανῶν συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης συμβάσεως ὡς καὶ τῶν πληρωμῶν ἐκ τοῦ ἀνωτέρω λογαριασμοῦ. Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ἔχῃ εἰς τὴν διάθεσιν τοῦ Ἐργοδότου ἀνὰ πᾶσαν στιγμὴν διὰ τὴν ἀσκήσιν τοῦ ἐλέγχου ὑπὸ τῶν ὀργάνων του, τὰ ὑπ' αὐτοῦ τηρούμενα λογιστικὰ βιβλία καὶ τὰ δικαιολογητικά καὶ λοιπὰ ἔγγραφα τῶν γενομένων παρ' αὐτοῦ δαπανῶν.

δ) Πᾶσα πληρωμὴ μὴ στηριζομένη εἰς δικαιολογητικά ὡς καθορίσθησιν ὑπὸ τοῦ Ἐργοδότου ὡς καὶ πᾶσα δαπάνη ἐνεργηθεῖσα ὑπὸ τοῦ Ἀναδόχου κατὰ παράβασιν τῶν ὅρων τῆς παρούσης συμβάσεως θὰ βαρύνῃ τὸν Ἀνάδοχον.

ε) Ὁ Ἀνάδοχος τὴν δεκάτην πέμπτην ἡμέραν ἐκάστου μηνὸς ἢ καὶ ὅσας περισταταὶ ἀνάγκη, θὰ ὑποβάλλῃ εἰς τὸν Ἐργοδότην προϋπολογισμὸν τῶν προβλεπομένων νὰ ἐνεργηθῶσι πληρωμῶν κατὰ τὸν ἀμέσως ἐπόμενον μῆνα, ἀναλυτικῶς κατὰ κατηγορίαν δαπανῶν, ἐπαυξανόμενον κατὰ ποσὸν δυνάμενον νὰ καλύψῃ ἐπαρκῶς τὰς ἀπροβλεπτους δαπάνας καὶ θὰ γνωρίσῃ εἰς τὸν Ἐργοδότην τὸ ὑπολογιζόμενον ἀχρησιμοποίητον ὑπόλοιπον τοῦ κατὰ τὰ ἀνωτέρω λογαριασμοῦ κατὰ τὴν ἐναρξιν τοῦ μηνὸς, ὃν ἀφορᾷ ὁ ὑποβαλλόμενος προϋπολογισμὸς, ὡς καὶ τὴν αἰτουμένην διὰ τὸν μῆνα τούτον χρηματοδότησιν. Μετὰ τοῦ προϋπολογισμοῦ τούτου θὰ ὑποβάλλῃ ὁ Ἀνάδοχος ἀπολογιστικὴν κατὰστασιν ἐμφαίνουσαν κατὰ κατηγορίαν τὰς πραγματοποιηθείσας δαπάνας κατὰ τὸν προηγούμενον μῆνα ὡς καὶ ἔκθεσιν περὶ τοῦ ἐκτελεσθέντος μέχρι τότε ἔργου καὶ τῶν εἰς δραχμὰς δαπανῶν.

Ὁ Ἐργοδότης θὰ καθορίσῃ τὸν τύπον τῶν ὑποβλητέων ὡς ἂναι στοιχείων.

στ) Ὁ Ἐργοδότης μετ' ἐλεγχὸν τῶν στοιχείων τούτων καὶ ἐντὸς προθεσμίας ὁκτώ (8) ἡμερῶν θὰ καταθέσῃ εἰς τὸν κατὰ τὰς προηγούμενας παραγράφους παρὰ τῇ Τραπεζῇ τῆς Ἑλλάδος λογαριασμὸν τοῦ Ἀναδόχου τὸ ἀπαιτούμενον ποσὸν δραχμῶν διὰ τὴν ὑπὸ τούτου συνέχισιν τῶν εἰς δραχμὰς πληρωμῶν.

3. Ἀμα τῇ συμπληρώσει τῶν δοκιμῶν λειτουργίας τοῦ Δωλιστηρίου ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ἐπιστρέψῃ εἰς τὸν Ἐργοδότην τὸ ἀχρησιμοποίητον ὑπόλοιπον τοῦ ἀνωτέρω λογαριασμοῦ, ὡς θὰ προκύβῃ τούτο ἐκ τοῦ πορίσματος τοῦ ἐλέγχου τῶν ὀργάνων τοῦ Ἐργοδότου.

Ἄρθρον 23.

1. Ὁ Ἐργοδότης ὑποχρεοῦται νὰ ἀποζημιώσῃ τὸν Ἀνάδοχον εἰς περίπτωσιν καθυστέρησεως τῆς ἀνεγέρσεως τοῦ Δωλιστηρίου ἐὰν ἡ ταιστέη καθυστέρησις ὀφείλεται ἀποκλειστικῶς εἰς ὑπαιτιότητα αὐτοῦ ἢ τῶν ὑπαλλήλων αὐτοῦ. Εἰς τὴν περίπτωσιν ταύτην ἡ ἀποζημίωσις συνίσταται εἰς τὰς δαπάνας τοῦ Ἀναδόχου διὰ μισθοῦς τοῦ ξένου προσωπικοῦ ἐν Ἑλλάδι, συμπεριλαμβανομένων τῶν ἐξόδων διαβιώσεως.

2. Εἰς περίπτωσιν καθυστέρησεως ἐν Ἑλλάδι, μὴ ὀφειλομένης εἰς ἀποκλειστικὴν ὑπαιτιότητα τοῦ Ἀναδόχου, ὁ Ἐργοδότης θὰ ἀναλάβῃ τὰ ἐξόδα διαβιώσεως τοῦ ἀλλοδαποῦ προσωπικοῦ τοῦ Ἀναδόχου κατὰ τὴν διάρκεια τῆς ταιστέης καθυστέρησεως, ἀνεξαρτήτως ἐὰν τὰ ἀπαιτηθῶμενα ποσὰ ὑπερβαίνουν τὸ ἐν παραγράφῳ 3 τοῦ ἄρθρου 20 τῆς παρούσης συμβάσεως καθοριζόμενον ἀνώτατον ποσὸν δι' ἐξόδα διαβιώσεως.

3. Ὁ Ἀνάδοχος θὰ ἐξασφαλίσῃ τὸ πρόγραμμα ἀποπερατώσεως τοῦ ἔργου, τοῦ ἀνατεθειμένου εἰς Ἑλλήνας ὑπεργολάβους, δι' ἐγγυήσεων παρασχεθησόμενων ὑπὸ τῶν Ἐργολάβων καὶ καλυφθησόμενων διὰ ποινικῶν ρητρῶν διὰ τὸν χρόνον καθυστέρησεως.

Ἐκ τῶν ἀνωτέρω εἰσπραχθησομένων ποινικῶν ρητρῶν ὁ Ἀνάδοχος δικαιούται νὰ παρακρατήσῃ ποσὸν καλύπτον τὰς ἀποδοχὰς τοῦ ἀλλοδαποῦ προσωπικοῦ αὐτοῦ κατὰ τὸν χρόνον τῆς καθυστέρησεως, τὰ δὲ τυχὸν ἀπομένοντα ὑπόλοιπα ὑποχρεοῦται νὰ καταθέσῃ εἰς τὸν παρὰ τῇ Τραπεζῇ τῆς Ἑλλάδος λογαριασμὸν τοῦ ἄρθρου 22 τῆς παρούσης συμβάσεως. Ὁ Ἐργοδότης ὑποχρεοῦται νὰ ἐξασφαλίσῃ τὴν μετατροπὴν εἰς γερμανικὰ μάρκα τοῦ ἀνωτέρω παρακρατουμένου ὑπὸ τοῦ Ἀναδόχου ποσοῦ διὰ μισθοῦς τοῦ προσωπικοῦ του.

ΕΠΙΘΕΩΡΗΣΙΣ ΛΟΓΙΣΤΙΚΑ ΒΙΒΛΙΑ, ΔΙΚΑΙΟΛΟΓΗΤΙΚΑ ΚΑΙ ΕΛΕΓΧΟΙ

Ἄρθρον 24.

1. Ὁ Ἐργοδότης δικαιούται, χωρὶς νὰ παρακαλῇ τὴν ἐκτέλεσιν τοῦ ἔργου, νὰ ἐπιθεωρῇ καὶ ἐλέγχῃ διὰ τῶν πρὸς τοῦτο ἐξουσιοδοτημένων ὀργάνων ἢ ἀντιπροσώπων του, ἅπαντα τὰ χρησιμοποιούμενα διὰ τὸ ἔργον ὕλικά ὡς καὶ πᾶσαν ἐργασίαν κατασκευῆς, ἐκτελουμένην ὑπὸ τοῦ Ἀναδόχου ἢ τῶν ὑπεργολάβων αὐτοῦ, καὶ οἷονδῆποτε χρόνον καὶ εἰς οἷονδῆποτε θέσιν, εἴτε πρὸ τῆς κατασκευῆς εἴτε κατὰ τὴν διάρκειαν αὐτῆς εἴτε καὶ μετὰ ταύτην, ὡς καὶ κατὰ τὴν διάρκειαν τῆς κατασκευῆς τοῦ Διυλιστηρίου ἢ μετὰ τὸ πέρας τῆς κατασκευῆς αὐτοῦ, τῆς δαπάνης τῆς τοιαύτης ἐπιθεωρήσεως βαρυνούσης τὸν Ἐργοδότην.

2. Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως συστήσῃ καὶ ἐργάσῃ πλήρη λογιστικὴν ὑπηρεσίαν διὰ τὴν ἐκ μέρους τοῦ Ἐργοδότης παρακολούθησιν τῆς διαχειρίσεως χρηματικῆς καὶ ὕλικου, τῆς λογιστικῆς ἐμφανίσεως τοῦ κόστους τῶν κατ' ἰδίαν κατασκευῶν καὶ τοῦ συνολικοῦ κόστους τοῦ ἔργου.

3. Ὁ Ἐργοδότης δικαιούται νὰ καθορίσῃ τὸν τρόπον ἀναλύσεως τοῦ κόστους κατασκευῆς, ὃν δέον ὅπως ἐφαρμόσῃ ὁ Ἀνάδοχος, ὡς καὶ τὰ λογιστικὰ βιβλία, δικαιολογητικὰ καὶ λοιπὰ στοιχεῖα ἅτινα δέον ὅπως τηρῇ οὗτος. Μετὰ τὴν ἀποπεράτωσιν τῆς κατασκευῆς τοῦ ἔργου ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως παραδώσῃ εἰς τὸν Ἐργοδότην ἅπαντα τὰ σχετικὰ λογιστικὰ βιβλία, δικαιολογητικὰ καὶ στοιχεῖα ἀφορῶντα τὸν Ἐργοδότην καὶ τηρηθέντα ὑπὸ τοῦ Ἀναδόχου κατὰ τὴν διάρκειαν τῆς ἐκτελέσεως τοῦ ἔργου.

4. Ὁ Ἐργοδότης δικαιούται κατὰ τὰς ἐργασίμους ὥρας ὅπως ἐνεργῇ διὰ τῶν ὀργάνων ἢ τῶν ἀντιπροσώπων του ἐπιθεωρήσεις καὶ ἐλέγχους ἐπὶ τῶν ὑπὸ τοῦ Ἀναδόχου τηρουμένων λογιστικῶν βιβλίων καὶ λοιπῶν δικαιολογητικῶν, τῶν ἀφορῶντων τὸν Ἐργοδότην.

ΦΟΡΟΛΟΓΙΚΑΙ ΑΠΑΛΛΑΓΑΙ—ΔΙΕΥΚΟΛΥΝΣΕΙΣ

Ἄρθρον 25.

1. Ἄπασαι αἱ ἐκ μέρους τοῦ Ἐργοδότης πρὸς τὸν Ἀνάδοχον πληρωμαὶ δυνάμει τῆς παρούσης συμβάσεως ἀπαλλάσσονται παντὸς φόρου, τέλους, τελῶν χαρτοσήμου ἢ κρατῆσεως οἰαοῦνδῆποτε φύσεως καὶ πάσης ἄλλης ἐπιβαρύνσεως ἰσχυροῦς ἥδη ἢ τυχὸν ἐπιβληθησομένης ἐν τῷ μέλλοντι ἐπ' αὐτῶν ἐν Ἑλλάδι.

2. Ὁ Ἀνάδοχος ἀπαλλάσσεται παντὸς εἰσπραχτικοῦ δασμοῦ, φόρου, τελῶν χαρτοσήμου, ἀμοιβῶν, κρατῆσεων πάσης φύσεως καὶ ἄλλων ἐπιβαρύνσεων, ὑφισταμένων ἢ τυχὸν ἐπιβληθησομένων ἐν τῷ μέλλοντι ἐπὶ τῆς εἰσπραχτικῆς παντὸς μηχανήματος, ἐξοπλισμοῦ, ἐργαλείων ἢ ὕλικου διὰ τὴν ἐκτέλεσιν τοῦ διὰ τῆς παρούσης συμβάσεως ἀναλαμβανομένου ἔργου.

3. Ὁ Ἐργοδότης ἐντὸς τριάκοντα (30) ἡμερῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως ὑποχρεοῦται ὅπως ἐφαρμόσῃ σύστημα ἐκτελωνισμοῦ ὅλου τοῦ προοριζομένου διὰ τὸ παρὸν ἔργον ὕλικου, ἐξασφαλίζον τὴν παραλαβὴν τοῦ τοιοῦτου ὕλικου ὑπὸ τοῦ Ἀναδόχου εἰς τὴν θέσιν τοῦ Διυλιστηρίου ἢ τὴν θέσιν τῶν δεξαμενῶν ἀργοῦ πετρελαίου ἐντὸς ἀνωτάτου χρονικοῦ ὁρίου ὅπως (8) ἡμε-

ρῶν ἀπὸ τῆς ἡμέρας τῆς ἐκφορτώσεως εἰς Πειραιᾶ ἢ ἄλλο σημεῖον εἰσόδου.

4. Τὰ καταβλητέα εἰς δραχμὰς ἐπιδόματα διαβιώσεως τοῦ ἀλλοδαποῦ προσωπικοῦ ἀπαλλάσσονται παντὸς φόρου, τέλους, τελῶν χαρτοσήμου ἢ ἄλλης κρατῆσεως, ὑφισταμένης ἢ τυχὸν ἐπιβληθησομένης ἐν τῷ μέλλοντι ἐν Ἑλλάδι.

5. Ὁ Ἀνάδοχος καὶ τὸ ἀλλοδαπὸν προσωπικὸν αὐτοῦ ἀπαλλάσσονται παντὸς φόρου, ἐπιβαρύνσεως, ἀμοιβῶν καὶ ἄλλων κρατῆσεων ὑπὲρ τοῦ Ἑλληνικοῦ Δημοσίου ἢ Νομικῶν Προσώπων Δημοσίου Δικαίου, Δήμων καὶ Κοινοτήτων καὶ παντὸς ἐξαιρωτικοῦ ἢ εἰσπραχτικοῦ δασμοῦ ἐπὶ οἰκητικῶν εἰδῶν, αὐτοκινήτων καὶ ἄλλων ἀτομικῶν εἰδῶν τοῦ Ἀναδόχου καὶ τοῦ ἀλλοδαποῦ προσωπικοῦ αὐτοῦ, πρὸς χρῆσιν τούτων κατὰ τὴν διαμονὴν των ἐν Ἑλλάδι, ἐξαιρουμένων τροφίμων καὶ ποτῶν.

6. Ὁ Ἐργοδότης ὑποχρεοῦται ὅπως ἐπιστρέψῃ εἰς τὸν Ἀνάδοχον πᾶν ποσὸν ὅπερ ἤθελε καταβάλλῃ οὗτος διὰ φόρον κύκλου ἐργασιῶν, χαρτοσήμου καὶ λοιποῦς φόρους καταναλώσεως ὡς καὶ πᾶσαν ἐπιβαρύνσιν διὰ τὰ ἐν Ἑλλάδι παρ' αὐτοῦ προμηθευόμενα εἶδη διὰ τὰ ὅποια ὑπάρχει ὑποχρέωσις τοῦ Ἀναδόχου εἰσπραχτικῆς τούτων ἐκ τοῦ ἐξωτερικοῦ, ἢ ἀξία τῶν ὁποίων περιλαμβάνεται εἰς τὸ συμπεφωνημένον κατ' ἀποκοπὴν τίμημα τῶν εἰς συνάλλαγμα δαπανῶν, ἐφ' ὅσον ἤθελε προμηθευῇ ταῦτα ἐν Ἑλλάδι.

7. Ὁ Ἐργοδότης ἐντὸς τεσσαράκοντα πέντε (45) ἡμερῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης θὰ καθορίσῃ τὰς ἀναγκαίας διατυπώσεις διὰ τὴν χορήγησιν τῶν ἀδείων εἰσπραχτικῆς τῶν μηχανημάτων, εἰδῶν ἐξοπλισμοῦ, ἐργαλείων καὶ ὕλικων ἐκ τοῦ ἐξωτερικοῦ. Ἐπίσης θὰ καθορίσῃ τὰς διατυπώσεις, αἵτινες θὰ ἐφαρμοσθοῦν διὰ τὴν χορήγησιν ἀδείας εἰσόδου, παραμονῆς καὶ ἐργασίας εἰς Ἑλλάδα, ἐπιβαλλομένης ἐκ γενικωτέρων μέτρων ἀσφαλείας καὶ τῆς κειμένης ἐν Ἑλλάδι νομοθεσίας, εἰς τὸ ἀμέσως ἢ ἐμμέσως συνδεόμενον μετὰ τὴν ἐκτέλεσιν τοῦ ἔργου ἀλλοδαπὸν προσωπικὸν καὶ θὰ λάβῃ πᾶσαν φροντίδα διὰ τὴν παροχὴν πάσης σχετικῆς διευκολύνσεως.

8. Ὁ Ἐργοδότης ἅμα τῇ εἰδοποιήσει τοῦ ὑπὸ τοῦ Ἀναδόχου ὅτι ἡ ἐκτέλεσις τοῦ ἔργου ἐπιβραδύνεται λόγῳ ὑφισταμένων περιορισμῶν ἐκ κανονισμῶν, διαταγῶν, διατυπώσεων ἢ ἄλλων ἐνεργειῶν δημοσίων ἀρχῶν, συνδεομένων μετὰ τὴν ἐκτέλεσιν καὶ πρόοδον τοῦ ἔργου, θὰ λάβῃ τὰ ἀναγκαῖα μέτρα διὰ τὴν ἄρσιν παντὸς σχετικοῦ κωλύματος.

ΕΦΑΡΜΟΣΤΕΑ ΝΟΜΟΘΕΣΙΑ ΚΑΤΑ ΤΗΝ ΕΚΤΕΛΕΣΙΝ ΤΟΥ ἜΡΓΟΥ

Ἄρθρον 26.

1. Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως, κατὰ τὴν ἐκτέλεσιν τοῦ ἔργου τῆς παρούσης συμβάσεως, συμμορφοῦται πρὸς τοὺς ἐν Ἑλλάδι ἰσχύοντες νόμους καὶ ἐκ τῆς ἐργατικῆς νομοθεσίας πρὸς τὰς διατάξεις περὶ μέτρων ἀσφαλείας τῶν ἐργαζομένων.

Ὁ Ἀνάδοχος ἀπαλλάσσεται πάσης ὑποχρέωσος ἐκ τῶν ὑφισταμένων ἐργατικῶν νόμων τῶν ἀφορῶντων τὴν πρόσληψιν καὶ ἀπόλυσιν τῶν ἐργατῶν καὶ ὑπαλλήλων, τὴν προστασίαν πολεμιστῶν ἢ ἐφένδων, ὡς καὶ πάσης ἐν γένει διατάξεως νόμων, ἀφορώσης τὴν προστασίαν εἰδικῶν κατηγοριῶν ἐργατῶν ἢ ὑπαλλήλων.

Ὁ Ἐργοδότης θὰ φροντίσῃ διὰ τὴν ἐκδοσὴν ὅλων τῶν ἀπαιτουμένων ἀποφάσεων τοῦ Ὑπουργείου Ἐργασίας, ἐπιτρεπουσῶν τὴν πέραν τῶν κανονισμῶν ὥρων καὶ τὴν κατὰ τὰς Κυριακάς καὶ ἐξαίρεσιμους ἡμέρας ἐργασίαν διὰ τὴν κατασκευὴν τοῦ Διυλιστηρίου.

2. Ἄπαν τὸ χρησιμοποιηθησόμενον ὑπὸ τοῦ Ἀναδόχου προσωπικὸν ἐν Ἑλλάδι δέον νὰ τύχῃ τῆς ἐγκρίσεως τῶν ἀρμοδίων Ἑλληνικῶν Δημοσίων Ἀρχῶν ἀπὸ ἀπόψεως ἀσφαλείας. Ὁ Ἐργοδότης δικαιούται νὰ μὴ παράσχη τοιαύτην ἐγκρίσιν ἢ νὰ ζητήσῃ τὴν ἀπομάκρυνσιν διὰ λόγους ἀσφαλείας οἰοῦνδῆποτε προσώπου χρησιμοποιουμένου ὑπὸ τοῦ Ἀναδόχου ἢ τῶν ὑπεργολάβων αὐτοῦ.

ΕΠΙΦΥΛΑΞΙΣ ΤΩΝ ΕΚΑΤΕΡΩΘΕΝ ΔΙΚΑΙΩΜΑΤΩΝ

"Αρθρον 27.

Οιαδήποτε παράλειψις του Έργοδότου ή του Αναδόχου όπως ζητήσουν την αύστηράν εφαρμογήν και εκτέλεσιν οιοδήποτε των όρων και συμφωνιών της παρούσης συμβάσεως δεν δύναται να θεωρηθῇ ως παράτησις ή τροποποίησις των όρων τούτων και συμφωνιών, καθ' οιοδήποτε τρόπον, οὐδὲ τοῦ δικαιώματος όπως ζητήσουν την επανόρθωσιν οιασδήποτε ζημίας εκ τῆς ἀθετήσεως των εν λόγω όρων και συμφωνιών.

ΠΡΟΣΤΑΣΙΑ ΤΩΝ ΤΕΧΝΙΚΩΝ ΣΤΟΙΧΕΙΩΝ ΤΟΥ ΑΝΑΔΟΧΟΥ

"Αρθρον 28.

Ο Έργοδότης συμφωνεῖ ὅτι ἅπαντα τὰ σχέδια, προδιαγραφὰι και ἕτερα στοιχεῖα, παρεχόμενα ὑπὸ τοῦ Αναδόχου εἰς αὐτὸν δυνάμει τῆς παρούσης συμβάσεως, θέλουν ἀποκλειστικῶς χρησιμοποιηθῇ διὰ τὴν ἀνέγερσιν, συντήρησιν, ἐπισκευὴν και λειτουργίαν τοῦ Διυλιστηρίου, δὲν δύνανται δὲ νὰ χρησιμοποιηθοῦν διὰ τὴν κατασκευὴν οιοδήποτε ἑτέρου διυλιστηρίου, οὔτε θέλουσι γνωστοποιηθῇ εἰς τρίτους ἄνευ προηγουμένης ἐγγράφου ἀδείας τοῦ Αναδόχου.

ΔΙΚΑΙΩΜΑΤΑ ΕΥΡΕΣΙΤΕΧΝΙΑΣ

"Αρθρον 29.

Ἐπὶ πάντων τῶν οὐσιωδῶν μερῶν ἐξοπλισμοῦ τοῦ Διυλιστηρίου, οὐχὶ δὲ τῶν συνήθων ὑλικῶν, ὁ Ἀνάδοχος θὰ καταβάλλῃ πᾶσαν προσπάθειαν ὥπως λάβῃ ἀπὸ τοῦς προμηθευτὰς τούτων ἐγγράφους δηλώσεις περὶ ἀπαλλαγῆς τοῦ Έργοδότου ἀπὸ πάσης εὐθύνης ἢ ὑποχρεώσεως πρὸς ἀποζημιώσιν οιοδήποτε τρίτου, διεκδικούντος δικαιώματα εὐρεσιτεχνίας ἐπὶ τοῦ ἐξοπλισμοῦ τούτου, ὡς και παραιτήσεις τῶν προμηθευτῶν ἀπὸ τοῦ δικαιώματος των ἀναγωγῆς κατὰ τοῦ Έργοδότου, εἰς περίπτωσιν ἐγέρσεως κατ' αὐτῶν ἀγωγῶν στηριζομένων ἐπὶ δικαιωμάτων εὐρεσιτεχνίας.

Ο Ἀνάδοχος ὑποχρεοῦται ἐπίσης νὰ ζητήσῃ ἀπὸ τοῦς πωλητὰς ὑλικοῦ και συσκευῶν και λάβῃ παρ' αὐτῶν, καθ' ὅσον τοῦτο εἶναι δυνατόν, ἐγγράφους δηλώσεις προστατευούσας τὸν Έργοδότην και τὸν Ἀνάδοχον ἔναντι ἀγωγῶν στηριζομένων ἐπὶ ἀξιώσεων ὅτι ἡ χρῆσις των ἐν λόγω ὑλικῶν και συσκευῶν παραβιάζει δικαιώματα εὐρεσιτεχνίας διὰ τὰ ὅποια ὁ Έργοδότης δὲν ἔχει ἄδειαν χρήσεως.

Ο Ἀνάδοχος δὲν θὰ εἶναι ὑπεύθυνος διὰ ζημίας ἢ ἀπωλείας αἰτινες ἤθελον προέλθῃ εκ τῆς παραβιάσεως οιοδήποτε δικαιώματος εὐρεσιτεχνίας καλύπτοντος ὑλικά και συσκευὰς παρεχόμενας εἰς τὸν Έργοδότην βάσει τῆς παρούσης συμβάσεως.

Ο Ἀνάδοχος δηλοῖ, ὅτι ἐξαίρεσις τοῦ ἐξοπλισμοῦ και τῶν μεθόδων ἐπεξεργασίας, ἐπὶ τῶν ὁποίων ἔχουν ἢ θέλουν συναφθῇ συμβάσεις χρήσεως δικαιωμάτων εὐρεσιτεχνίας, ὁ λοιπὸς ἐξοπλισμὸς και μέθοδοι ἐπεξεργασίας τοῦ Διυλιστηρίου, καθ' ὅσον οὗτος δύναται νὰ γνωρίζῃ, δὲν παραβιάζουν δικαιώματα εὐρεσιτεχνίας και ὅτι οὐδεμία ἀξίωσις περὶ παραβιάσεως δικαιωμάτων εὐρεσιτεχνίας ἐπὶ ὁμοίου ἐξοπλισμοῦ και μεθόδων ἐπεξεργασίας πρὸς τὸν ὑπ' αὐτοῦ προμηθευθησόμενον διὰ τὸ περὶ οὗ ἡ παρούσα σύμβασις Διυλιστηρίου, περιῆλθεν εἰς γνώσιν αὐτοῦ. Εἰς περίπτωσιν καθ' ἣν ἐγερωθῶσιν οἰαδήποτε ἀξιώσεις λόγω παραβιάσεως δικαιωμάτων εὐρεσιτεχνίας ἐν σχέσει πρὸς τὸν προμηθευθησόμενον ἐξοπλισμὸν και μεθόδους ἐπεξεργασίας τοῦ Διυλιστηρίου, ὁ Ἀνάδοχος ὀφείλει νὰ βοηθήσῃ τὸν Έργοδότην ἐν τῇ ὑπερασπίσει αὐτοῦ ἔναντι οἰωνδήποτε τοιούτων ἀξιώσεων και παράσχω εἰς αὐτὸν ὅλα τὰ εἰς τὴν διάθεσιν του ἀποδεικτικά και ἄλλα στοιχεῖα και μέσα ὑπερασπίσεως.

Ὅσον ἀφορᾷ τὴν μονάδα ἀφαλατώσεως, ὁ Οἶκος HOWE-BAKER ἀναλαμβάνει τὴν τοιαύτην ὑπεράσπισιν διὰ τοῦ σχετικοῦ συμβολαίου προμηθείας.

Τὸ παρὸν ἄρθρον δὲν ἀναφέρεται εἰς τὴν μέθοδον καταλυτικῆς ἀναμορφώσεως ATLANTIC, δι' ἣν ὁ Έργοδότης θέλει λάβῃ παρὰ τῆς ATLANTIC τὴν ἄδειαν χρησιμοποίησεως τῶν σχετικῶν δικαιωμάτων εὐρεσιτεχνίας αὐτῆς.

ΤΙΤΛΟΣ ΙΔΙΟΚΤΗΣΙΑΣ

"Αρθρον 30.

Ο Έργοδότης ἀποκτᾷ τὴν πλήρη κυριότητα ἐπὶ τῶν μηχανημάτων, ἀνταλλακτικῶν και ἐξοπλισμοῦ ἐν γένει, ὃν ἡ ἀξία βαρύνει τὸ κόστος τοῦ Διυλιστηρίου, ἅμα τῇ ἐκφορτῶσει αὐτῶν εἰς ἑλληνικὸν λιμένα, ἐπιφυλαττομένου τῶν διατάξεων τοῦ ἄρθρου 33 παρ. 7 τῆς παρούσης συμβάσεως. Ο Ἀνάδοχος ὑποχρεοῦται ὥπως προμηθεύηται τοὺς ἀναγκαίους τίτλους ιδιοκτησίας ἐπὶ τοῦ ὡς ἀνωτέρω ὑλικοῦ και παραδῶσῃ τούτους εἰς τὸν Έργοδότην. Ἐπίσης ὁ Έργοδότης ἀποκτᾷ τὴν κυριότητα ἐπὶ παντὸς ἐκτελεσθέντος ἢ ἐκτελεσθησομένου ἔργου, ἀφορώντος τὴν κατασκευὴν τοῦ Διυλιστηρίου.

ΜΕΤΑΒΙΒΑΣΙΣ ΔΙΚΑΙΩΜΑΤΩΝ

"Αρθρον 31.

1. Ο Έργοδότης δικαιούται ὥπως κατὰ τὴν διάκρισιν τῆς ἰσχύος τῆς παρούσης συμβάσεως, ἐκχωρῇ και μεταβιβάσῃ εἰς τρίτον τὰ ἐπὶ τοῦ Διυλιστηρίου δικαιώματά του, δὲν δύναται ὅμως νὰ μεταβιβάσῃ και τὰς ἐν τῇ παρούσῃ συμβάσεως ὑποχρεώσεις του ἔναντι τοῦ Ἀναδόχου ἄνευ ρητῆς ἐγγράφου συναινέσεως αὐτοῦ. Ο Ἀνάδοχος δὲν δύναται ἄνευ ἀποχρῶντος λόγου νὰ ἀρνηθῇ τὴν παροχὴν τῆς τοιαύτης συγκαταθέσεώς του.

Εἰς περίπτωσιν καθ' ἣν ὁ Έργοδότης ἀναθέσῃ διὰ συμβάσεως τὴν λειτουργίαν τοῦ Διυλιστηρίου εἰς τρίτον, δικαιούται οὗτος ὥπως ἐν συνεργασίᾳ μετὰ τοῦ Ἀναδόχου και τοῦ Συμβούλου ἐξετάσῃ τὰ σχέδια τοῦ Διυλιστηρίου και παρακολουθῇ τὴν ἐν γένει κατασκευὴν αὐτοῦ κατὰ τὰς διατάξεις τῆς παρούσης συμβάσεως.

2. Ο Ἀνάδοχος δὲν δικαιούται νὰ μεταβιβάσῃ πρὸς τρίτον τὰ ἐκ τῆς παρούσης συμβάσεως ἀπορρέοντα δικαιώματα ἢ ὑποχρεώσεις αὐτοῦ, οὐδὲ νὰ ἀναθέσῃ τὴν ἐκτέλεσιν τοῦ ὅλου ἔργου εἰς τρίτον, ἄνευ ρητῆς ἐγγράφου συναινέσεως τοῦ Έργοδότου. Πᾶσα δὲ τοιαύτη μεταβίβασις ἄνευ τῆς συγκαταθέσεως τοῦ Έργοδότου θὰ εἶναι ἄκυρος.

Εἰς τὸν περιορισμὸν τούτον δὲν συμπεριλαμβάνονται ἢ ὀπισθογράφησις τῶν γραμματίων και ἡ μεταβίβασις των ἐκ των ὀφειλομένων τόκων δικαιωμάτων τοῦ Ἀναδόχου.

ΑΝΩΤΕΡΑ ΒΙΑ

"Αρθρον 32.

Οιαδήποτε καθυστέρησις ἢ παράλειψις ἐκτέλεσεως των ὁρων τῆς παρούσης συμβάσεως ὑπ' ἐκτέλεσιν των συμβαλλομένων, ἐκτὸς τῆς ὑποχρεώσεως πληρωμῶν κατὰ τὰς ἡμερομηνίας καθ' ἃς αὗται ὀφείλονται, θὰ στηριχθῇ ἐν, και κατὰ τὸ μέτρον καθ' ὃ, ὀφείλεται εἰς γενικὸν ἐκτὸς τοῦ ἐλέγχου τοῦ πληττομένου μέρους, συμπεριλαμβανόμενον, οὐχὶ ὅμως περιοριστικῶς, τῆς ἐπιβολῆς Κυβερνητικῶν διατάξεων και ἐλέγχων, θεωρητικῶν, ἐπεργειῶν, πυρκαϊῶν, πλημμυρῶν, ἐκρήξεων, στάσεων, πολέμων, ἀναστατάσεων και δολιοφθορῶν. Ο Ἀνάδοχος δὲν θὰ θεωρηθῇ ὑπεύθυνος δυνάμει τοῦ παρόντος διὰ καθυστερήσεως και διακοπῆς ἐργασίας ὀφειλομένης εἰς ἐναργεῖας ἢ παραλείψεις τοῦ Έργοδότου ἢ των ὑπαλλήλων αὐτοῦ και των ἑλθόντων ὑπεργολάβων.

Καθυστερήσεις ὀφειλόμεναι εἰς κλοπὴν ἢ θράσιν των ἐξοπλισμῶν κατὰ τὴν μεταφορὰν ἢ ἐγκατάστασιν αὐτῶν ἐπιφέρουσι τὰ αὐτὰ ἀποτελέσματα ὡς ἡ ἀνωτέρα βία.

Ἐν ἡ περιπτώσει λόγω γενικῶν ἀνωτέρων βίας ἐπερχομένων ἐν Γερμανίᾳ ὁ Ἀνάδοχος ἀπαρτίζῃ βεβαιωτικῶς ὥπως ἐκπληρώσῃ τὰς ἐπὶ τῆς παρούσης συμβάσεως προβλεπόμενας ὑποχρεώσεις του διὰ τὴν χρήσιν ὑλικοῦ.

κοῦ καὶ ἐξοπλισμοῦ καὶ παροχῇν ὑπηρεσιῶν, ὁ Ἐργοδότης συμφωνεῖ νὰ καταβάλλῃ πλήρως τὴν ἀξίαν τοῦ ὑλικοῦ καὶ ἐξοπλισμοῦ τοῦ παραληφθέντος ἐν Ἑλλάδι συμφώνως πρὸς τοὺς ὅρους τῆς παρούσης συμβάσεως.

Ἐν ἡ περιπτώσει ὁ Ἀνάδοχος ἔχει παραδώσει ὑλικὸν καὶ ἐξοπλισμὸν διὰ τὰ ὁποῖα δὲν ἔχουν παραδοθεῖ εἰσέτι γραμμάτια, ὁ Ἐργοδότης θὰ καλύψῃ τὸ μὴ καταβληθὲν ὑπόλοιπον τῆς ἀξίας τοῦ ὑλικοῦ τούτου διὰ τῆς παραδόσεως γραμματίων εἰς τὸν Ἀνάδοχον κατὰ τὰ ἀντίστοιχα ποσὰ υποδιαιρούμενα εἰς γραμμάτια μὲ ἡμερομηνίας λήξεως ἀντιστοιχοῦσας πρὸς τὰς προβλεπομένας ἐν τῇ συμβάσει ἐτησίαις δόσεις.

ΕΥΘΥΝΑΙ ΑΝΑΔΟΧΟΥ-ΑΣΦΑΛΕΙΑΙ

Ἄρθρον 33.

1. Ὁ Ἐργοδότης οὐδεμίαν φέρει εὐθύνην διὰ ζημίας ἐπερχομένας ἐξ ὑπαιτιότητος τοῦ Ἀναδόχου ἢ τῶν ἀλλοδαπῶν ὑπαλλήλων καὶ ἐργατῶν αὐτοῦ εἰς τὴν περιουσίαν ἢ τὴν σωματικὴν ἀκεραιότητα τρίτων, συμπεριλαμβανομένων τῶν ἐργατοῦπαλλήλων τοῦ Ἀναδόχου, καὶ ἂν ἔτι αὐταὶ ἤθελον προέλθῃ κατὰ τὴν ἐκτέλεσιν τοῦ διὰ τῆς παρούσης συμβάσεως ἀναληφθέντος ἔργου.

Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ἀσφάλισῃ τὸ ἐν Ἑλλάδι ἐργαζόμενον ἀλλοδαπὸν προσωπικὸν αὐτοῦ, οὗτινος αἱ εἰς συνάλλαγμα ἀποδοχαὶ περιελήφθησαν εἰς τὸ συμπεφωνημένον εἰς ξένον συνάλλαγμα τίμημα, κατὰ παντὸς κινδύνου. Τὰ ἀσφάλιστρα καὶ πᾶσα διὰ τὰς ὡς ἄνω ἀσφαλίσεις σχετικὴ δαπάνη θὰ καταβάλλωνται ὑπὸ τοῦ Ἀναδόχου, ὡς προβλεφθεῖσαι εἰς τὸ συμπεφωνημένον εἰς ξένον συνάλλαγμα τίμημα.

2. Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ἀσφαλισθῇ κατὰ πάσης ἀξιώσεως ἥτις ἤθελε προέλθῃ ἐξ αἰσθητοῦ ζημίας λόγῳ σωματικῆς βλάβης καὶ θανάτου ἢ καὶ εἰς περιουσίαν τοῦ ἐλληνικοῦ προσωπικοῦ αὐτοῦ, ὡς ἐπίσης δι' οἰανδήποτε ζημίαν ἥτις ἤθελεν ἐπέλθῃ ἐξ ὑπαιτιότητος τοῦ ἐλληνικοῦ προσωπικοῦ αὐτοῦ εἰς τὴν σωματικὴν ἀκεραιότητα ἢ τὴν περιουσίαν τρίτων.

Αἱ εἰς τὴν παρῶσαν παράγραφον ἀναφερόμεναι ἀσφαλίσεις διὰ τὸ ἐλληνικὸν προσωπικὸν τοῦ Ἀναδόχου θέλουσι πραγματοποιηθῇ παρ' Ἀσφαλιστικαῖς Ἐταιρείαις λειτουργούσαις ἐν Ἑλλάδι.

Τὰ εἰς δραχμὰς ἀσφάλιστρα τῶν διὰ τῆς παρούσης παραγράφου προβλεπομένων ἀσφαλίσεων βαρύνουν τὸν Ἐργοδότην καὶ καταβάλλονται ἐκ τοῦ διὰ τοῦ ἁρθροῦ 22 τῆς παρούσης συμβάσεως προβλεπομένου εἰς δραχμὰς λογαριασμοῦ.

3. Προκειμένου περὶ ἔργων ἐκτελουμένων δι' Ἑλλήνων ὑπεργολάβων, οἱ ὑπεργολάβοι εὐθύνονται διὰ πᾶσαν ζημίαν ἥτις ἤθελεν ἐπέλθῃ εἰς τὴν περιουσίαν καὶ τὴν σωματικὴν ἀκεραιότητα αὐτῶν καὶ τοῦ προσωπικοῦ των, ὡς ἐπίσης διὰ πᾶσαν ζημίαν ἥτις ἤθελεν ἐπέλθῃ ὑπαιτιότητι αὐτῶν καὶ τοῦ προσωπικοῦ των, εἰς τὴν περιουσίαν καὶ τὴν σωματικὴν ἀκεραιότητα τρίτων, ὡς τοιούτων θεωρουμένων καὶ τοῦ Ἀναδόχου, τοῦ Ἐργοδότου καὶ τοῦ προσωπικοῦ αὐτῶν. Τὰ ἀσφάλιστρα διὰ τὰς σχετικὰς ἀσφαλίσεις θέλουσι συμπεριληφθῇ εἰς τὰς δαπάνας τῶν μετὰ τῶν Ἑλλήνων ὑπεργολάβων καταρτισθησομένων συμβολαίων.

Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως εἰς τὰς μετὰ τῶν Ἑλλήνων ὑπεργολάβων συναφθησομένας συμβάσεις περιλαμβάνῃ ρήτραν μεταφέρουσαν εἰς αὐτοὺς τὴν διὰ τῆς παρούσης παραγράφου προβλεπομένην εὐθύνην αὐτῶν.

4. Ἡ εὐθύνη τοῦ Ἀναδόχου ὡς πρὸς τὸ ἐλληνικὸν προσωπικόν, τοὺς Ἑλληνας ὑπεργολάβους καὶ τὸ προσωπικὸν αὐτῶν, ἐξικνεῖται μόνον μέχρι τοῦ προσὺ τῶν ἀποζημιώσεων αἰτίνας θέλουσι καταβληθῇ παρὰ τῶν Ἀσφαλιστικῶν Ἐταιρειῶν.

Ὁ Ἐργοδότης, θεωρεῖ τὸν Ἀνάδοχον ἀνεύθυνον εἰς περιπτώσιν ἐγέρσεως οἰωνοῦ ἀξιώσεων, ἀπαιτήσεων καὶ ἀγωγῶν ὑπὸ τοῦ ἐλληνικοῦ αὐτοῦ προσωπικοῦ καὶ τρίτων κατὰ τοῦ Ἀναδόχου, διὰ ζημίας καὶ ἀτυχήματα προξενούμενα, ἐντὸς τῶν ὁρίων τῆς παρούσης συμβάσεως, ὑπὸ τοῦ

ἐλληνικοῦ προσωπικοῦ αὐτοῦ καὶ τῶν Ἑλλήνων ὑπεργολάβων καὶ τοῦ προσωπικοῦ αὐτῶν καὶ θέλει παράσχει πᾶσαν ὑποστήριξιν εἰς τὸν Ἀνάδοχον πρὸς ἀπόκρουσιν τῶν κατὰ τὰ ἄνωτέρω ἀξιώσεων καὶ ἀγωγῶν.

5. Ἡ ἐφαρμογὴ τῶν παραγράφων 1,2,3 καὶ 4 τοῦ παρόντος ἁρθροῦ περιορίζεται εἰς περιπτώσεις προερχομένας ἐκ τῆς ἐκτελέσεως τῆς παρούσης συμβάσεως καὶ σχετιζομένας πρὸς αὐτήν.

6. Ὁ Ἀνάδοχος ὑποχρεοῦται ὅπως ἀσφάλισῃ πλήρως ἅπαν τὸ ὑλικόν, ἐξοπλισμὸν καὶ ἀνταλλακτικά, ἅτινα θέλει προμηθεύσῃ κατ' ἐφαρμογὴν τῆς παρούσης Συμβάσεως, κατὰ ζημιῶν ἢ ἀπωλείας. Ἡ τοιαύτη ἀσφάλεια καλύπτει καὶ τὸ χρονικὸν διάστημα 4 ἐβδομάδων ἀπὸ τῆς ἀφίξεως τοῦ ὑλικοῦ, ἐξοπλισμοῦ καὶ ἀνταλλακτικῶν εἰς τὴν θέσιν τοῦ Διυλιστηρίου ἢ τῶν δεξαμενῶν ἀργοῦ πετρελαίου.

Τὰ ἀσφάλιστρα διὰ τὴν ὡς ἄνω καθοριζομένην χρονικὴν περίοδον συμπεριλαμβάνονται εἰς τὸ συμπεφωνημένον εἰς ξένον συνάλλαγμα τίμημα. Εἰς περιπτώσεις ζημιῶν ἢ ἀπωλείων τοιούτων ὑλικῶν, ἐξοπλισμοῦ, καὶ ἀνταλλακτικῶν, ὁ Ἐργοδότης θὰ παραδώσῃ εἰς τὸν Ἀνάδοχον τὰς οἰκείας ἀσφαλιστικὰς βεβαιώσεις δεόντως θεωρημένας πρὸς τὸν σκοπὸν ὅπως δυνήθῃ ὁ Ἀνάδοχος νὰ εἰσπράξῃ τὰ ποσὰ τῆς ἀποζημιώσεως ἀπὸ τὴν ἀσφαλιστικὴν ἑταιρείαν τὰ ἀναγκαῖα πρὸς κάλυψιν τῶν δαπανῶν ἀντικαταστάσεως.

7. Ὁ Ἀνάδοχος θὰ ἀσφάλισῃ τὸ ὑλικόν, ἐξοπλισμὸν καὶ ἀνταλλακτικά, μέχρι τῆς ἀξίας τῆς ἀντικαταστάσεως, κατὰ ζημιῶν ἢ ἀπωλείας, ἀπὸ τοῦ χρόνου λήξεως τῆς ἀσφαλίσεως αὐτῶν, κατὰ τὴν προηγούμενην παράγραφον, μέχρι τῆς ἀπυπερατώσεως τῆς ἀνεγέρσεως τοῦ Διυλιστηρίου, παρ' Ἀσφαλιστικῆς Ἐταιρείας λειτουργούσης ἐν Ἑλλάδι.

Τὰ ἐν Ἑλλάδι ἀσφάλιστρα βαρύνουν τὸν Ἐργοδότην καὶ θὰ καταβάλλωνται ἐκ τοῦ ἐν ἁρθρῳ 22 τῆς παρούσης συμβάσεως προβλεπομένου λογισμοῦ δραχμῶν.

Εἰς περιπτώσιν ζημίας ἢ ἀπωλείας τινὸς ὑλικοῦ, ἐξοπλισμοῦ καὶ ἀνταλλακτικῶν ὁ Ἀνάδοχος ὑποχρεοῦται νὰ ἐπισκευάσῃ ἢ ἀντικαταστήσῃ τὸ ὑποστάν ζημίας ἢ ἀπωλεσθὲν τμήμα ἢ εἶδος. Ἐφ' ὅσον ἡ ἀντικατάστασις δέον νὰ πραγματοποιηθῇ ἐκ τοῦ Ἐξωτερικοῦ, ὁ Ἐργοδότης ὑποχρεοῦται νὰ ἐξασφαλίσῃ τὴν μεταφορὰν εἰς γερμανικὰ μάρκα τῶν εἰσπραχθεῖσιν παρὰ τῶν Ἀσφαλιστικῶν Ἐταιρειῶν εἰς δραχμὰς ἀποζημιώσεων. Ἡ τοιαύτη ὑποχρέωσις τοῦ Ἀναδόχου δὲν ὑπερβαίνει τὰ ποσὰ τὰ ἀσφαλιζόμενα καὶ πράγματι καταβληθιστάμενα ὑπὸ τῶν Ἀσφαλιστικῶν Ἐταιρειῶν.

8. Ὁ Ἐργοδότης δικαιούται νὰ ἀπαιτήσῃ τὴν ὑποβολὴν εἰς αὐτὸν ἀντιγράφων τῶν ἀσφαλιστηρίων συμβολαίων, διὰ τὰς ἀσφαλίσεις ὀφείλουν νὰ πραγματοποιηθοῦν εἰς Ἀσφαλιστικὰς Ἐταιρείας λειτουργούσας ἐν Ἑλλάδι.

9. Ὁ Ἐργοδότης δικαιούται νὰ ζητήσῃ παρὰ τοῦ Ἀναδόχου ὅπως μὴ ἀσφάλισῃ τμήμα τῶν ὑλικῶν, ὅπερ κατὰ τὴν κρίσιν αὐτοῦ δὲν ὑπόκειται εἰς κινδύνους ἀπωλείας ἢ ζημιῶν. Ἐν τῇ περιπτώσει ταύτῃ ὁ Ἀνάδοχος ἀπαλλάσσεται πάσης εὐθύνης διὰ ζημίας ἢ ἀπωλείας τοῦ ὑλικοῦ τούτου.

10. Ὁ Ἐργοδότης δικαιούται νὰ ζητήσῃ ἀπὸ τῶν Ἀναδόχων, ὅπως μὴ ἀσφαλισθῇ καθ' ὅρισμένον κινδύνον διὰ τὰς ἐν παραγράφοις 2 καὶ 3 τοῦ παρόντος ἁρθροῦ προβλεπομένας ἀσφαλίσεις ἢ καὶ διὰ τὸ σύνολον τῶν ἀσφαλίσεων τούτων. Ἐν τοιαύτῃ περιπτώσει ὁ Ἀνάδοχος ἀπαλλάσσεται πάσης εὐθύνης δι' ἀξιώσεις προβαλλομένας παρ' οἰουδήποτε φυσικοῦ ἢ νομικοῦ προσώπου, καθ' ὃ μέτρον τὴν ἐξαίρεσιν ἀπὸ τὰς τοιαύτας ἀσφαλίσεις ἡτήσατο ὁ Ἐργοδότης.

11. Ὁ Ἐργοδότης ὑποχρεοῦται νὰ ἀσφάλισῃ τὸ Διυλιστήριον διὰ πᾶσαν ζημίαν ἢ ἀπώλειαν ἀπὸ τῆς ἡμέρας ἀποπερατώσεως τοῦ Διυλιστηρίου καὶ τῆς ἀρχικῆς λειτουργίας αὐτοῦ.

ΔΙΑΓΓΗΣΙΑ

Ἄρθρον 34

Πᾶσα διαφορὰ, διένεξις ἢ διαφωνία ἀναφυομένη μετὰ τῶν συμβαλλομένων ἐκ τῆς ἐφαρμογῆς τῆς παρούσης συμβάσεως καὶ ἀφορώσα τὴν ἐκτέλεσιν ἢ ἐρμηνείαν τῶν ὧρων

τούτης και την έκτασιν τῶν ἐκ ταύτης δικαιωμάτων καὶ ὑπο-
αρεώσεων τῶν συμβαλλομένων λύεται ἀποκλειστικῶς διὰ διαι-
τησίας ἐκ τριῶν διαιτητῶν κατὰ τὴν ἀκόλουθον διαδικασίαν.

Ὁ αἰτῶν τὴν διαιτησίαν δι' ἐγγράφου ἀπευθυνομένου
καὶ κοινοποιουμένου πρὸς τὸν ἕτερον τῶν συμβαλλομένων
καθορίζει ἐπακριβῶς τὸ ἀντικείμενον τῆς διαφορᾶς, διενέ-
ξεως ἢ διαφωνίας καὶ διορίζει τὸν διαιτητὴν αὐτοῦ, προσκα-
λῶν καὶ τὸν ἕτερον συμβαλλόμενον ὅπως προβῇ εἰς τὸν διο-
ρισμὸν τοῦ διαιτητοῦ αὐτοῦ. Ὁ πρὸς, ὃν ἡ κοινοποίησις ἀντι-
συμβαλλόμενος ὑποχρεοῦται ὅπως, ἐντὸς προθεσμίας δέκα
(10) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως, δι' ἐγγράφου ἀπευθυ-
νομένου καὶ κοινοποιουμένου πρὸς τὸν αἰτοῦντα τὴν διαιτη-
σίαν διορίσῃ τὸν διαιτητὴν αὐτοῦ. Παρελθούσης ἀπράκτου
τῆς προθεσμίας ταύτης, τὸν δεύτερον διαιτητὴν διορίζει ὁ
Πρόεδρος τοῦ Διεθνoῦς Διαρκoῦς Δικαστηρίου τῆς Χάγης
τῇ αἰτήσῃ τοῦ ἐπισπεύδοντος τὴν διαιτησίαν.

Οἱ διορισθέντες διαιτηταὶ ὑποχρεοῦνται ὅπως ἐντὸς δέκα
(10) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευ-
τέρου διαιτητοῦ ἐκλέξωσι, κοινῇ συμφωνίᾳ, τὸν τρίτον διαι-
τητὴν, ὅστις θὰ εἶναι ὁ Πρόεδρος τοῦ Δικαστηρίου. Οἱ τρεῖς διαιτηταὶ δὲν θὰ ἔχουν συμφέρον εἰς τὸ ὑπὸ
κρίσιν θέμα καὶ κατ' οὐδέναν τρόπον ἔχουν οἰκονομικὸν τι
συμφέρον εἰς τὴν παροῦσαν σύμβασιν ἢ εἰς τὰς Ἐπιχειρή-
σεις τοῦ Ἐργοδότη ἢ τοῦ Ἀναδόχου. Μὴ συμφωνοῦντων
τῶν διαιτητῶν εἰς τὸ πρόσωπον τοῦ τρίτου διαιτητοῦ, ἢ πα-
ρελθούσης ἀπράκτου τῆς πρὸς διορισμὸν αὐτοῦ προθεσμίας,
διορίζει αὐτὸν ὁ Πρόεδρος τοῦ Διεθνoῦς Διαρκoῦς Δικαστη-
ρίου τῆς Χάγης κατὰ τὴν αἰτήσεως τῶν διαιτητῶν ἢ τοῦ ἑτέ-
ρου τούτων. Οἱ διαιτηταὶ ὀφείλουσιν ὅπως ἐντὸς προθεσμίας
δύο (2) μηνῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ πρὸς τὸν
τρίτον διαιτητὴν ἐκδώσωσι τὴν ἀπόφασίν των. Ἡ προθεσμία
αὕτη δύνανται νὰ παραταθῇ κοινῇ συμφωνίᾳ τῶν συμβαλλο-
μένων.

Οἱ διαιτηταὶ δὲν ὑποχρεοῦνται ὅπως ἀκολουθήσωσι τυπι-
κὴν διαδικασίαν διὰ τὴν διενέργειαν τῆς διαιτησίας. Διαι-
τοῦνται ὅπως ἐξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοψίας, δια-
τάσσωσι πραγματοποιήσοντας καὶ λαμβάνωσιν ὑπ' ὄψιν
πᾶν ἀποδεικτικὸν στοιχεῖον.

Ἐν περιπτώσει ἀρ' ἥσεως ἢ καλύματος τινὸς τῶν διαι-
τητῶν ὅπως ἐξακολουθήσωσι τὴν διαιτησίαν, ἀντικαθίσταται
οὗτος κατὰ τὴν τρηθεῖσαν διὰ τὴν διορισμὸν του διαδικα-
σίαν. Εἰς τὴν περίπτωσιν ταύτην ἡ προθεσμία πρὸς ἐκδόσιν
τῆς δικαιοδικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν
διάστημα ἀπὸ τῆς ἐκδηλώσεως τοῦ καλύματος, βεβαιουμέ-
νης διὰ πράξεως ὑπογραφομένης ὑπὸ τῶν μὴ καλυμένων
διαιτητῶν, μέχρι τῆς ἀνταναστάσεως τοῦ καλυμένου ἢ
ἀρνούμενου νὰ συνεχίσῃ τὴν διαιτησίαν διαιτητοῦ. Ἡ ἀρνήσις
τινὸς τῶν διαιτητῶν ὅπως ὑπογράψῃ τὴν διαιτητικὴν ἀπό-
φασιν δὲν μακιοῖ τὴν διαιτησίαν.

Ἡ ἀπόφασις τῶν διαιτητῶν εἶναι ὁριστική, τελεσίδικος
καὶ ἀμετάκλητος μὴ ὑποκειμένη εἰς οὐδὲν τακτικὸν ἢ ἔκτα-
κτον ἐνδίκον μέσον. Κατ' αὐτῆς δὲν χωρεῖ ἀκυρωτικὴ τῆς
διαδικασίας ἀγωγή οὐδ' ἀνακοπὴ κατὰ τοῦ ἐντάλματος
ἐκτελέσεως.

Τὰ ἔξοδα τῆς διαιτησίας καὶ ἡ ἀποζημίωσις τῶν διαι-
τητῶν, καθορίζομενα ὑπὸ τῆς διαιτητικῆς ἀποφάσεως, βα-
ρύνουσι τὸν ἡττώμενον ἐν τῇ διαδικασίᾳ διάδικον.

ΓΛΩΣΣΑ.

Ἄρθρον 35.

Ἡ παροῦσα σύμβασις συνετάγη εἰς τὴν Ἑλληνικὴν καὶ
Ἀγγλικὴν γλῶσσαν.

ΙΣΧΥΣ ΤΗΣ ΣΥΜΒΑΣΕΩΣ

Ἄρθρον 36.

Ἡ παροῦσα σύμβασις, ἀπαλλασσόμενη τῶν τελῶν χαρ-
τοσήμου, θὰ ὑποβληθῇ εἰς τὴν Βουλὴν τῶν Ἑλλήνων, τὸ
ταχύτερον δυνατὸν πρὸς κύρωσιν, ἢ δὲ ἐναρξίς τῆς ἰσχύος
αὐτῆς ὁρίζεται ἀπὸ τῆς ἡμέρας τῆς δημοσιεύσεως τοῦ κυ-
ρωτικοῦ αὐτῆς νόμου.

Ἐν ἡ περιπτώσει ἡ παροῦσα σύμβασις δὲν ἤθελε κυ-
ρωθῇ ὑπὸ τῆς Βουλῆς τῶν Ἑλλήνων μέχρι τῆς 10ης Ἰου-
νίου 1955, ὁ Ἀνάδοχος δικαιούται δι' ἐγγράφου δηλώσεως
κοινοποιουμένης εἰς τὸν Ἐργοδότην νὰ ἀπαναχωρήσῃ τῆς
παρούσης συμβάσεως.

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Οἱ Ὑπουργοί.

Ἐπὶ τοῦ Συντονισμοῦ

Ἐπὶ τῆς Βιομηχανίας

Π. ΠΑΠΑΛΗΓΟΥΡΑΣ

Α. ΠΡΩΤΟΠΑΠΑΔΑΚΗΣ

For the Combine of the Following Companies

1) Hydrocarbon Research, Inc.,

F. RINGER

2) Fried Krupp Maschinen und Stahlbau Rheinhausen

P. SCHAEFER

3) Stahlunion Export G.M.B.H.

K. BIRRENBACH

4) Hydrocarbon Mineralöl G.M.B.H.

H. SAVELSBERG

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΥΠ' ΑΡΙΘ.

Μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου, ἐκπροσωπούμενου
ὑπὸ τῶν Ὑπουργῶν α) ἐπὶ τοῦ Συντονισμοῦ Π. Παπαλη-
γοῦ α καὶ β) ἐπὶ τῆς Βιομηχανίας Α. Πρωτοπαπαδάκη,
ὡς Ἐργοδότη ἀφ' ἑνὸς, καὶ τῶν κατωτέρω συνεργαζομένων
Ἐταρσιῶν 1) HYDROCARBON RESEARCH
INC. 2) HYDROCARBON-MINERALÖL 3) FRI-
EDRICH KRUPP MASCHINEN UND STAHLBAU
RHEINHAUSEN καὶ 4) STAHLUNION EXPORT
ἀφ' ἑτέρου, ὑπεγράφη σύμβασις διὰ τὴν κατασκευὴν Διυ-
λιστηρίου Πετρελαίου ὑπὸ ἡμερομηνίαν 8 Μαΐου 1955,
συνολικοῦ τιμήματος εἰς ξένον συνάλλαγμα ἐκ γερμανικῶν
μάρκων 49.903.500.

Συμφώνως πρὸς τὸ ἄρθρον 14 τῆς ρηθείσης συμβάσεως,
ὁ Ἀνάδοχος δέον νὰ καταθέσῃ εἰς τὸν Ἐργοδότην ἐγγυητι-
κὴν ἐπιστολὴν διὰ τὸ ποσὸν τῶν μάρκων 4.990.950 ἀντι-
προσπεῶν 10 % τοῦ συμφωνημένου εἰς ξένον συνάλ-
λαγμα τιμήματος.

Συμφώνως πρὸς τὰ ἀνωτέρω ἐγγυώμεθα διὰ τῆς πα-
ρούσης μέχρι ποσοῦ Γερμανικῶν Μάρκων 4.990.950 πρὸς
ἐξασφάλισιν διὰ τὴν ἐκτέλεσιν ὑπὸ τοῦ Ἀναδόχου τῶν διὰ
τῆς ρηθείσης συμβάσεως ἀναληφθεισῶν ὑπ' αὐτοῦ ὑποχρεώ-
σεων καὶ μέχρις οὗ διαπιστωθῇ ὑπὸ τοῦ Ἐργοδότην ὅτι ἡ
ἀξία τοῦ ἐξοπλισμοῦ, ἐξαρτημάτων καὶ ἄλλων υλικῶν ἀφι-
χόντων εἰς Ἑλλάδα ὑπερβῇ 50 % τοῦ συμφωνημένου εἰς
ξένον συνάλλαγμα τιμήματος ὑπολογιζομένη συμφώνως πρὸς
τὰς διατάξεις τοῦ ἄρθρου 7 παρ. 6 τῆς ρηθείσης συμβάσεως.

Ἡ καταβολὴ μέχρι τοῦ ὡς ἄνω ποσοῦ ἢ οἰουδήποτε τιμή-
ματος τούτου κατὰ τὴν κρίσιν τοῦ Ἐργοδότην θέλει γίνῃ
εἰς τὴν Τράπεζαν τῆς Ἑλλάδος, ὑπὲρ τοῦ Ἐργοδότην, ἐὰν
ὁ Ἐργοδότης ἤθελεν εἰδοποιήσῃ ἐγγράφως ἡμᾶς ὅτι ὁ Ἀ-
νάδοχος δὲν συνεμορφώθη πρὸς τοὺς ὅρους τῆς ρηθείσης
συμβάσεως οὐσιώδους χαρακτῆρος κατὰ τὴν ἐκτέλεσιν τῆς
ἐν λόγω συμβάσεως.

Ἡ παροῦσα ἐγγυητικὴ ἐπιστολὴ θέλει ἐπιστραφεῖ εἰς
ἡμᾶς εὐθὺς ὡς ἐξακριβωθῇ ὑπὸ τοῦ Ἐργοδότην ὅτι ἡ ἀξία
υλικῶν καὶ ἐξοπλισμοῦ ἀφικνουμένων ἐν Ἑλλάδι ἐφθάσῃ πρὸς
51 % τῆς συνολικῆς ἀξίας τοῦ εἰσαχθησομένου ἐν τοῦ
ἐξωτερικοῦ ἐξοπλισμοῦ ὑπολογιζομένης συμφώνως πρὸς τὰς
διατάξεις τοῦ ἄρθρου 7 παρ. 6 τῆς ἐν λόγω συμβάσεως. Αἰ-
γεῖ ἐν τούτοις οὐχὶ ἀργότερον τῆς
(21 μῆνες ἀπὸ τῆς ἡμερομηνίας ἰσχύος τῆς ρηθείσης συμ-
βάσεως). Ὁ Ἀνάδοχος ἐν τούτοις ἀνέλαβε τὴν ὑποχρέωσιν
νὰ παρατείνῃ τὴν ἰσχύν τῆς ἐγγυητικῆς ἐπιστολῆς, ἐὰν
παραστῇ ἀνάγκη, μέχρι 19 μηνῶν ἀπὸ τῆς ἡμερομηνίας
ἐγκρίσεως τῶν σχεδίων διατάξεως τῶν μηχανολογικῶν
ἐγκαταστάσεων καὶ διαγραμμάτων λειτουργίας, ἥτις ἡμερο-
μηνία καθορίζεται ἐν τῷ ἄρθρῳ 5 παρ. 6 τῆς ρηθείσης Συμ-
βάσεως καὶ ἀναλαμβάνομεν διὰ τῆς παρούσης τὴν υποχρέω-

σιν να παρατείνωμεν ἀντιστοίχως τὴν ἰσχύον τῆς παρούσης ἐγγυητικῆς ἐπιστολῆς, ἐν παρασπῇ ἀνάγκῃ.

Ἔχομεν εἰς χεῖρας μας τὴν ὑπ' ἀριθ. Φραγκφούρτης διὰ τὴν ἐκδοσιν τῆς παρούσης ἐγγυήσεως. Ἐφ' ὅσον δημιουργηθῇ ἀπαίτησις βάσει τῆς ἐγγυήσεως ταύτης ἢ πληρωμὴ θέλει ἐνεργηθῇ βάσει τῶν κατὰ τὸν χρόνον ἐκείνον ὑφισταμένων διατάξεων περὶ πληρωμῆς, ὡς συνεφωνήθησαν αὐταὶ μετὰ τῆς Ἑλλάδος καὶ τῆς Ὁμοσπονδιακῆς Δημοκρατίας τῆς Γερμανίας.

Duisburg 1955 Rhein-Ruhr Bank

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΥΠ' ΑΡΙΘ.

Μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου ὡς Ἐργοδότης ἀφ' ἑνὸς, καὶ τῶν κατωτέρω συνεργαζομένων Ἑταιρειῶν 1) HYDROCARBON RESEARCH INC. 2) HYDRO-CARBON-MINERALOL 3) FRIEDRICH KRUPP, MASCHINEN UND STAHLBAU RHEINHAUSEN καὶ 4) STAHLUNION EXPORT ἀφ' ἑτέρου, ὑπεγράφη σύμβασις διὰ τὴν κατασκευὴν Διυλιστηρίου Πετρελαίου ὑπὸ ἡμερομηνίαν 8 Μαΐου 1955 συνολικοῦ τιμήματος εἰς ξένον συνάλλαγμα ἐκ Γερμανικῶν Μάρκων 49.909.500.

Συμφώνως πρὸς τὸ ἄρθρον 18 παρ. 1 τῆς ἐν λόγω συμβάσεως ὁ Ἐργοδότης δέον νὰ καταβάλλῃ εἰς τὸν Ἀνάδοχον προκαταβολὴν ἐκ μάρκων 7.486.425 ἀντιπροσωπεύουσιν 15 % τοῦ συμπεφωνημένου εἰς ξένον συνάλλαγμα τιμήματος ἐναντι καταθέσεως ἐγγυητικῆς ἐπιστολῆς διὰ τὸ ποσὸν ἴσον πρὸς τὴν ὡς ἄνω προκαταβολὴν.

Συμφώνως πρὸς τὰ ὡς ἄνω ἐγγράμματα μέχρι ποσοῦ Γερμανικῶν Μάρκων 7.486.425 ἀναλαμβάνοντες τὴν ὑποχρέωσιν τῆς καταβολῆς εἰς δεσμευμένον λογαριασμὸν παρὰ τῆς Τραπεζῆς τῆς Ἑλλάδος ὑπὸ τῆς Ἑλληνικῆς Κυβερνήσεως ἐφ' ὅσον θέλομεν εἰδοποιηθῇ ἐγγράφως ὑπὸ τῆς Ἑλληνικῆς Κυβερνήσεως ὅτι ὑλικὸν ἀξίας ἀντιστοίχου πρὸς τὸ προβλεπόμενον ἐν τῇ ἐγγυητικῇ ταύτῃ ἐπιστολῇ δὲν ἔχει παραδοθῇ εἰς ἑλληνικὸν λιμένα ἐντὸς προθεσμίας 16 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐγκρίσεως τῶν διαγραμμάτων λειτουργίας καὶ τῶν σχεδίων διατάξεως τῶν μηχανολογικῶν ἐγκαταστάσεων ὡς καθορίζεται ἐν παρ. 5 ἄρθρον 6 τῆς ρηθείσης συμβάσεως. Τὸ ποσὸν τοῦτο, οὐχ ἔττον, θέλει παραμεινῇ δεσμευμένον μέχρι τῆς ἐκδόσεως τῆς ἀποφάσεως τοῦ Διατμητικοῦ Δικαστηρίου συμφώνως πρὸς τὸ κατωτέρω ἐδάφιον καὶ τῆς ἀνακοινώσεως ταύτης εἰς τὰ συμβαλλόμενα μέρη. Ἡ ἀξία τοῦ ὑλικοῦ τοῦ ἀρχιχθέντος εἰς ἑλληνικὸν λιμένα θέλει καθορισθῇ συμφώνως πρὸς τὴν παρ. 6 τοῦ ἄρθρου 7 τῆς ρηθείσης συμβάσεως.

Τὸ Δικαστικὸν Δικαστήριον, τῇ αἰτήσῃ τοῦ Ἐργοδότη ἢ τοῦ Ἀναδόχου, θέλει ἀποφασίσῃ ἂν τὸ καταβληθὲν ποσὸν εἰς τὸν ἀνωτέρω ἀναφερόμενον δεσμευμένον λογαριασμὸν θέλει ἐπιστραφῇ εἰς τὸν Ἀνάδοχον, ἐφ' ὅσον τὸ Δικαστήριον ἤθελε κρίνῃ ὅτι ὁ Ἀνάδοχος δέον νὰ μὴ θεωρηθῇ ὑπεύθυνος διὰ τὴν καθυστέρησιν τῆς ἀφίξεως τῆς ἀντιστοίχου ἀξίας τοῦ ὑλικοῦ εἰς ἑλληνικὸν λιμένα ἢ τὸ Δικαστήριον ἀποφανθῇ ὅτι τὸ ἀνωτέρω ποσὸν θέλει ἀποδεσμευθῇ ὑπὲρ τοῦ Ἐργοδότη.

Ἡ ἐν λόγω ἐγγυητικὴ ἐπιστολὴ θέλει ἐπιστραφῇ εἰς ἡμᾶς εὐθὺς ὡς ἡ ἀξία τοῦ ἐξοπλισμοῦ, ἀνταλλακτικῶν καὶ ἄλλων ὑλικῶν ἀρχιχθέντων ἐν Ἑλλάδι καθοριζομένων συμφώνως πρὸς τὸ ἄρθρον 7 παρ. 6 τῆς ρηθείσης συμβάσεως θέλει ἀνέλθῃ εἰς 16 % τοῦ συμφωνηθέντος συνολικοῦ εἰς ξένον συνάλλαγμα τιμήματος.

Αὕτη λήγει οὐχ ἀργότερον τῆς 19 (19 μηνῶν ἀπὸ τῆς ἐνάρξεως τῆς ἰσχύος τῆς παρούσης συμβάσεως).

Ἔχομεν εἰς χεῖρας μας τὴν ὑπ' ἀριθ. 704.554 γενικὴν ἔδωσιν τῆς BD Φραγκφούρτης διὰ τὴν ἐκδοσιν τῆς παρούσης ἐγγυήσεως. Ἐφ' ὅσον δημιουργηθῇ ἢ ἀπαίτησις βάσει τῆς ἐγγυήσεως ταύτης ἢ πληρωμὴ θέλει ἐνεργηθῇ βάσει τῶν κατὰ τὸν χρόνον ἐκείνον ὑφισταμένων διατάξεων περὶ πληρωμῆς, ὡς συνεφωνήθησαν αὐταὶ μετὰ τοῦ Βασιλείου τῆς Ἑλλάδος καὶ τῆς Ὁμοσπονδιακῆς Δημοκρατίας τῆς Γερμανίας.

ΕΓΓΥΗΤΙΚΗ ΕΠΙΣΤΟΛΗ ΥΠ' ΑΡΙΘ.

Μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου ὡς Ἐργοδότης ἀφ' ἑνὸς καὶ τῶν κατωτέρω συνεργαζομένων Ἑταιρειῶν 1) HYDROCARBON RESEARCH INC 2) HYDRO-CARBON-MINERALOL 3) FRIEDRICH KRUPP MASCHINEN UND STAHLBAU RHEINHAUSEN καὶ 4) STAHLUNION EXPORT ἀφ' ἑτέρου, ὑπεγράφη σύμβασις διὰ τὴν κατασκευὴν Διυλιστηρίου Πετρελαίου ὑπὸ ἡμερομηνίαν 8 Μαΐου 1955 συνολικοῦ τιμήματος εἰς ξένον συνάλλαγμα ἐκ Γερμανικῶν Μάρκων 49.909.500.

Συμφώνως πρὸς τὸ ἄρθρον 18 παρ. 2 ἐδ. α' τῆς ρηθείσης συμβάσεως, γραμμάτια συνολικοῦ ποσοῦ ἐκ Γερμανικῶν Μάρκων

ληξίπρόθεσμα μῆνας ἀπὸ τῆς ἡμερομηνίας τῆς ἰσχύος τῆς παρούσης συμβάσεως θέλουν παραδοθῇ εἰς τὸν Ἀνάδοχον κατὰ τὸν χρόνον τῆς παραλαβῆς τοῦ % τῆς ἀξίας τοῦ ἐξοπλισμοῦ, ἐξαρτημάτων καὶ ἑτέρου ὑλικοῦ, ἐναντι ἐγγυητικῆς ἐπιστολῆς διὰ ποσὸν 10 % τῶν ἀντιστοίχων γραμματίων.

Συμφώνως πρὸς τὰ ἀνωτέρω, ἐγγράμματα διὰ τῶν ἀνωτέρω ποσὸν μέχρι Γερμανικῶν μάρκων ἀναλαμβάνοντες τὴν ὑποχρέωσιν τῆς ἐπιστροφῆς εἰς τὴν Ἑλληνικὴν Κυβερνήσιν ὡς Ἐργοδότη 10 % τῶν ἀνωτέρω γραμματίων ἢ, εἰς περίπτωσιν ἀδυναμίας ἐπιστροφῆς τῶν 10 % τῶν ἀνωτέρω γραμματίων, θὰ παραδώσωμεν εἰς τὸν Ἐργοδότην συναλλαγματικὰς ἀποδοχῆς ἡμῶν ἢ γραμματίων εἰς διαταγὴν ἐκδοθέντων παρ' ἡμῶν τῶν αὐτῶν λήξεων καὶ ποσοστῶν τῶν ἐν λόγω γραμματίων εἰς ἣν περὶπτωσιν ὁ Ἀνάδοχος κηρυχθῇ ἐκπτώτος ὑπὸ τοῦ Δικαστικοῦ Δικαστηρίου ὡς προβλέπεται εἰς τὸ ἄρθρον 34 τῆς ρηθείσης συμβάσεως.

Ἡ παρούσα ἐγγυητικὴ ἐπιστολὴ θέλει ἐπιστραφῇ εἰς ἡμᾶς εὐθὺς ὡς συμπληρωθῇ ἢ ἀνέγερσις συμφώνως πρὸς τὴν διαδικασίαν τοῦ ἐδαφίου β' τῆς παραγράφου 2 τοῦ ἄρθρου 18 τῆς παρ. ὅσης συμβάσεως.

Λήγει, ἐν τούτοις, οὐχ ἀργότερον τῆς 19 (27 μηνῶν ἀπὸ τῆς ἡμερομηνίας ἐγκρίσεως τῶν σχεδίων διατάξεως μηχανολογικῶν ἐγκαταστάσεων καὶ διαγραμμάτων λειτουργίας, ὡς καθορίζεται εἰς τὸ ἄρθρον 6 παρ. 5).

Ἔχομεν εἰς χεῖρας μας τὴν ὑπ' ἀριθ. Γενικὴν ἔδωσιν τῆς Τραπεζῆς DEUTSCHE LÄNDER FRANKFURT (MAIN) διὰ τὴν ἐκδοσιν τῆς παρούσης ἐγγυήσεως.

DUISBURG 1955 RHEIN-RHUR-BANK AG

ΣΧΕΔΙΟΝ ΕΓΓΥΗΤΙΚΗΣ ΕΠΙΣΤΟΛΗΣ ΤΗΣ ΤΡΑΠΕΖΗΣ ΤΗΣ ΕΛΛΑΔΟΣ

ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ

Πρὸς τὰς :

1. FRIED KRUPP MASCHINEN UND STAHLBAU RHEINHAUSEN καὶ
2. STAHLUNION EXPORT G.M.B.H. DUSSELDORF.

Ἀξιότιμοι Κύριοι,

Ἐλάβομεν γνῶσιν τῆς συμβάσεως, ἥτις συνήφθη τὴν 8ην Μαΐου 1955, μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου, ὡς Ἐργοδότη καὶ Ὑμῶν ὡς Ἀναδόχου, διὰ τὴν ἀνέγερσιν ἐν Ἑλλάδι ἐνὸς Διυλιστηρίου Πετρελαίων, κυρωθείσης διὰ τοῦ Νόμου ... καὶ τῶν ὅρων αὐτῆς, ὡς καὶ ἐν τῷ συνολικῷ εἰς ξένον συνάλλαγμα τίμημα ἀνέρχεται εἰς Γερμανικὰς Μάρκας τεσσαράκοντα ἐννέα ἐκατομμύρια ἐννεακοσίας ἐννέα χιλιάδας πεντακόσια (49.909.500), πλέον τῆς ἐγγυήσεως HERMES καὶ τόκων, εἶναι δὲ πληρωτέον κατὰ τοὺς ὅρους τῶν ἄρθρων 17, 18, 19 καὶ 32 τῆς ὡς ἄνω συμβάσεως.

Εἰμεθα ἐξουσιοδοτημένοι διὰ τοῦ ἀνωτέρω Νόμου καὶ πιστοποιοῦμεν ὅτι τὸ Ἑλληνικὸν Δημόσιον ὡς Ἐργοδότης παρέδωκε σήμερον τὰ κάτωθι γραμμάτια ἐκδόσεως τοῦ

Υπουργοῦ τῶν Οἰκονομικῶν τῆς Ἑλλάδος καὶ εἰς διαταγὴν ὕμῶν ὡς κάτωθι :

α) Εἰς διαταγὴν τοῦ FRIED KRUPP MASCHINEN UND STAHLBAU.

1. Τὸ ὑπ' ἀριθ. ἐκ γερμανικῶν μάρκων.

λῆξεως.

2. Τὸ ὑπ' ἀριθ. ἐκ γερμανικῶν μάρκων.

λῆξεως.

β) Εἰς διαταγὴν STAHL-UNION-EXPORT G.M.B.H.

1. Τὸ ὑπ' ἀριθ. ἐκ γερμανικῶν μάρκων.

λῆξεως.

2. Τὸ ὑπ' ἀριθ. ἐκ γερμανικῶν μάρκων.

λῆξεως.

Ἐπίσης ἐλάβομεν ἀμετάκλητον ἐντολὴν τοῦ Ἑλληνικοῦ

Δημοσίου, ὅπως παραδίδωμεν τὰ ἀνωτέρω γραμμάτια εἰς

τὴν Τράπεζαν :

α) RHEIN-RUHR BANK A. G. DUISBURG διὰ

λογαριασμὸν τοῦ FRIED KRUPP MASCHINEN UND

STAHLBAU καὶ

β) Εἰς τὴν Τράπεζαν BANKVEREIN WESTDEU-

TCHLAND A. G. DUSSELDORF διὰ λογαριασμὸν τοῦ

STAHL-UNION-EXPORT G.M.B.H. κατὰ τοὺς ὅρους

τῆς ἀνωτέρω συμβάσεως, μετὰ προηγουμένην ὑποβολὴν

ἡμῶν τῶν ὑπὸ τῆς συμβάσεως προβλεπομένων δικαιολογητι-

κῶν ἐγγράφων καὶ Τραπεζικῶν ἐγγυητικῶν ἐπιστολῶν.

Ἐγγυώμεθα τὴν ἐκτέλεσιν τῶν ἀνωτέρω καὶ ὅτι ἡ

ἐκάστοτε παράδοσις εἰς τὰς Τραπέζας τῶν ὡς ἄνω γραμμα-

τίων θὰ συνοδεύηται δι' ἐπιστολῆς ἡμῶν, εἰς ἣν θὰ ἀναφέ-

ρῶνται οἱ ἀριθμοὶ τῶν γραμματίων, τὸ ποσὸν ἐκάστου, ἡ

ἡμερομηνία λήξεως, ἡ Τράπεζα εἰς ἣν θὰ πληρώνωνται ἐπὶ

τῇ λήξει αὐτῶν καὶ εἰς διαταγὴν τίνος ἐξεδόθη ἐκαστὸν τῶν

παραδιδόμενων γραμματίων.

Ἐπίσης ἐγγυώμεθα ἀνεκκλητῶς, ὅτι ἐν ἡ περιπτώσει

μᾶς εἰδοποιήσῃτε ἐγγράφως, ὅτι τὸ Ἑλληνικὸν Δημόσιον

ὡς Ἐργοδότης δὲν ἐπλήρωσε καὶ δὲν μετεβίβασεν εἰς τὰς

ἀνωτέρω Τραπέζας τὰ ποσὰ τῶν ληξιπροθέσμων γραμμα-

τίων ἐντὸς δέκα (10) ἡμερῶν ἀπὸ τῆς λήξεώς των, ἡ πλη-

ρωμὴ καὶ ἡ μεταφορὰ τῶν σχετικῶν ποσῶν εἰς Γερμανικὰ

Μάρκα θὰ γίνῃ παρ' ἡμῶν.

Ἐννοεῖται ὅτι ἡ ἐγγύησις αὕτη περιλαμβάνει τὴν πλη-

ρωμὴν καὶ μεταφορὰν εἰς Γερμανικὰ μάρκα τῶν τόκων, ὅταν

εἶναι ληξιπρόθεσμα καὶ τῆς δαπάνης τῆς ἐγγυήσεως Hermes

σὺν τῷ τόκῳ αὐτῆς, συμφώνως πρὸς τοὺς ὅρους τῆς ρηθείσης

συμβάσεως.

Αἱ πληρωμαὶ τῶν ἀντιστοίχων ποσῶν εἰς ὕψος θὰ γί-

νεταί συμφώνως πρὸς τὰς ἐκάστοτε ἐν ἰσχύϊ συμφωνίας

μεταξὺ τοῦ Ἑλληνικοῦ Βασιλείου τῆς Ἑλλάδος καὶ τῆς

Ὁμοσπονδίου Γερμανικῆς Δημοκρατίας περὶ πληρωμῶν

διὰ τὰς ἐμπορικὰς μεταξὺ τῶν Χωρῶν τούτων συναλλαγὰς.

Ἐν ἡ περιπτώσει ἡ Ἑλληνογερμανικὴ σύμβασις δὲν εὐρί-

σκεται ἐν ἰσχύϊ ἡ ἡ λειτουργία δὲν εἶναι δυνατὴ συμφώνως

πρὸς τὴν ἐν λόγῳ σύμβασιν κατὰ τὸν χρόνον λήξεως τῶν

πληρωμῶν τῶν κατὰ τὴν ὡς ἄνω σύμβασιν σχετικῶν ποσῶν,

ἀναλαμβάνομεν νὰ ἐνεργήσωμεν τὰς πληρωμὰς εἰς Γερμανικὰ

Μάρκα καθ' οἷονδήποτε ἄλλον τρόπον.

Ἡ ἐγγύησις αὕτη καθίσταται ἄκυρος μετὰ τὴν πλήρη

ἀποπληρωμὴν καὶ μεταβίβασιν τῶν ὀφειλομένων ποσῶν

συμπεριλαμβανόμενων καὶ τῶν τόκων.

Ἡ Τράπεζα τῆς Ἑλλάδος

AGREEMENT

In Athens, to-day, May 8, 1955, between the Greek Government represented for the execution of the present Agreement by the Ministers : (1) of Coordination, Mr. P. Papaligouras, and (2) of Industry, Mr. A. Protapapadakis, authorized to this effect by virtue of Act of the Council of Ministers, No. 247)29-1-55, and hereinafter called the PURCHASER on the one hand, and, on the other, the Companies : (1) Hydrocarbon Research, Inc., represented by Dr. F. Ringer, (2) Hydrocarbon Mineraloel G.m.b.H., represented by Dr. H. Savelsberg, (3) Fr. Krupp Maschinen- und Stahlbau Rheinhausen, represented by Mr. P. Schaefer, and (4) Stahlunion-Export G.m.b.H., represented by Dr. K. Birrenbach, and hereinafter called the CONTRACTOR, the following have been agreed upon :

INTRODUCTORY

The PURCHASER issued on the 16th July 1954 in Athens an invitation for proposals for the construction of an oil refinery in Greece and operating services thereof, and on the 29th July 1954 issued an explanatory circular thereto, which documents will hereinafter collectively be termed »the PROCLAMATION».

Following the above PROCLAMATION, the CONTRACTOR submitted to the PURCHASER a proposal to build the refinery, dated 15th September 1954, accompanied by a bank guarantee as required by the PROCLAMATION, which proposal has been carefully

studied by an appointed Committee of PURCHASER and its CONSULTANT.

The PURCHASER requested the modification of the original proposal of the CONTRACTOR by letter, dated 13th December 1954, No. 55341, of the Ministry of Coordination, on the basis of General Specifications drawn up by the CONSULTANT.

The CONTRACTOR has taken full cognizance of the above letter and of the General Specifications, and submitted a revised proposal, dated 8th January 1955.

Following subsequent negotiations during which the PURCHASER requested the modification of certain parts of the project, the CONTRACTOR submitted to the Ministry of Coordination, II General Directorate, its supplementary proposals, as summarized in the letter of CONTRACTOR to PURCHASER of May 5, 1955, by which supplements the proposal of January 8, 1955, has been modified and supplemented in certain parts thereof.

Now the PURCHASER entrusts the CONTRACTOR with the construction of the refinery, as defined in more detail in Articles 1 and 2 of the present Agreement and in the »Final Proposal Book», which book constitutes Annex I to the present Agreement, and the CONTRACTOR undertakes the execution of the work entrusted to it under the following conditions and agreements.

OBJECT OF THE AGREEMENT

Article 1

1. The object of the present Agreement is the

supply by the CONTRACTOR of all the necessary machinery, implements and equipment in general, the installation thereof and the execution of the relevant civil engineering work, including all the necessary auxiliary outside installations, as determined below, for the construction and delivery in operating condition of a complete oil refinery of a capacity of 30,000 barrels of crude oil per each 24 hours of continuous operation.

The refinery will be capable of processing crude oil of the Aramco Export, Kirkuk, Kuwait, Iranian Export, Qatar, and other types of crude oil or mixtures thereof having similar qualities.

2. The refinery will be constructed on land to be expropriated in favor of the Government, of an area of about 1,162,000 square meters, situated near the Aspropyrgos Bay and shown on a map of the Topographical Service of the Ministry of Communications and Public Works, dated 10th March 1955, indicated by the letters A,B,C,D,E,F,G,H, and I, attached to the present Agreement under Annex II.

The installations for the crude oil storage tanks will be constructed on land of an area of about 70,000 square meters situated near the shore in the district of Megara and shown on a map of the Topographical Service of the Ministry of Communications and Public Works, dated March 1955, indicated by the letters a, b,c, and d, attached to the present Agreement under Annex III, or in any other location to be designated by PURCHASER within the time limit of four (4) weeks from the enforcement of this Agreement, as provided for in Paragraph 1 of Article 6 of this Agreement.

GENERAL DESCRIPTION OF THE WORK

Article 2

1. The various parts of the work to be constructed, together with their identification numbers, referred to and described in the «Final Proposal Book», are generally described as the following:

PROCESS UNITS

SECTION 100 — CRUDE TOPPING UNIT

A.— Crude Distillation

The Crude Distillation shall be designed for processing these crude oils as specified in Article 1, Paragraph 1 and shall include the conventional measures for corrosion protection.

B.— Vacuum Distillation

C.— Electrical Desalting Unit

SECTION 200 — CATALYTIC REFORMING UNIT WITH MEA DESULFURIZATION AND STABILIZATION

This section shall also include one operating catalyst charge, installed, and one replacement catalyst charge, as specified in Article 17, Para. 2.

SECTION 300 — MIXED LPG PRODUCTION UNIT

CONTRACTOR has offered to supply the material for this unit e.i.f. Praeus at a cost of DM 383,200.— which price includes engineering services but not the erection of the equipment. The cost of this unit, however, is not included in the LUMP SUM PRICE and

CONTRACTOR, for the time being, shall not carry out engineering services for this unit. If PURCHASER at a later date should decide in favor of erecting the unit and placing the order for it with CONTRACTOR, the proposed price is subject to revision.

SECTION 400 — ASPHALT BLOWING UNIT

SECTION 500 — PRODUCT TREATING

A.— Kerosene Sweetening

B.— Jet Fuel Sweetening

C.— Diesel O.I Caustic Wash

SECTION 600 — TETRA-ETHYL-LEAD BLENDING UNIT

OUTSIDE FACILITIES

SECTION 700 — TANKAGE AT REFINERY SITE

SECTION 1600C — TANKAGE AT MEGARA

SECTION 800 — FIRE FIGHTING SYSTEM

SECTION 900 — COOLING WATER SYSTEM

SECTION 1000 — POWER PLANT

SECTION 1200 — SEWERAGE

SECTION 1300 — UNITS COMMON TO SEVERAL SECTIONS

1. Fuel Oil and Fuel Gas System
2. Blowdown and Flare System
3. Plant and Instrument Air System
4. Fresh Water System
5. Electric Power and Lighting Distribution System
6. Telephone, Fire Alarm, and Signal System
7. General

SECTION 1400 — INTER-SECTION TRANSFER LINES

SECTION 1500 — ADMINISTRATION AND GENERAL FACILITIES

SECTION 1600D — CRUDE OIL PIPE LINE FROM TANKFARM AT MEGARA TO RE-

FINERY SITE

SECTION 1800 — SPARE PARTS

2. For the completion of the Refinery, the supply and erection of the following sections is also required:

Section 1100 — LOADING FACILITIES FOR FINISHED PRODUCTS

Section 1600A — CRUDE OIL UNLOADING FACILITIES

Section 1600B — PIPE LINE FROM POINT OF CRUDE OIL UNLOADING TO TANKFARM AT MEGARA

Section 1700 — FINISHED PRODUCTS PIPELINES.

These sections are not included in the foreign exchange LUMP SUM PRICE and CONTRACTOR under the present Agreement, does not undertake any obligation for the engineering, supply of equipment and erection of these sections. PURCHASER reserves the right to entrust the supply of equipment and the erection of these sections also to CONTRACTOR in a supplementary agreement to the present Agreement, the terms and conditions to be agreed upon at the time in question, or to carry out the procurement of the material and equipment and the erection of it on the basis of competitive bidding it being fully understood that PURCHASER is entitled to proceed at its own discretion and does not assume any obligations toward CONTRACTOR to entrust it with the supply and erection of these sections.

DEFINITIONS

Article 3.

1. Wherever the term »Refinery» is used in this Agreement, it shall mean the project described in Articles 1 and 2 of this Agreement.

2. Wherever the term »Refinery Site» is used in this Agreement, it shall mean the area described in Article 1, paragraph 2, of this Agreement.

3. Wherever the term »Site of Crude Oil Tankage» is used in this Agreement, it shall mean the area referred to in article 1, paragraph 2, second sub-paragraph, of this Agreement and the site of the crude oil pipelines from the point of unloading to the site of the crude oil tankage and from there to the Refinery.

4. Wherever the term »Consultant» is used in this Agreement, it shall mean the Special Technical Adviser to the PURCHASER, GEORGE ARMISTEAD & Co., whose offices on the day of signature of this Agreement are at 4, Stadiou Street, Athens.

5. Wherever the term »Final Proposal Book» is used in this Agreement, it shall mean the book entitled »GREEK REFINERY, 1.300.000 MTJY, Aramco Crude Oil, March 1955, FINAL PROPOSAL, Sections I and II», constituting Annex I to this Agreement.

6. Wherever the term »Atlantic» is used in this Agreement, it shall mean the Company ATLANTIC REFINING COMPANY, 2700 PASSYUNK AVENUE, PHILADELPHIA PA, U. S. A.

7. Wherever the term »Atlantic Catalytic Reforming Process» is used in this Agreement, it shall mean the process, as developed and licensed by Atlantic, for reforming of petroleum hydrocarbons in the gasoline boiling range in the presence of platinum or palladium containing catalysts.

8. Wherever the term »Barrel» is used in this Agreement, it shall mean 42 (forty two) U. S. gallons of 231 (two hundred and thirty one) cu. ins., measured at 60°F (15.6° centigrade).

9. Wherever the term »Operating Day» is used in this Agreement, it shall mean 24 hours of continuous operation.

CATALYTIC REFORMING PROCESS

Article 4.

1. PURCHASER agrees to enter into a license agreement with ATLANTIC on the use of the »Atlantic Catalytic Reforming Process», which license agreement shall include guarantees and arrangements for supervision of initial operation of the licensed reforming unit. The performance of CONTRACTOR under this Agreement is conditioned upon the signing of the license Agreement with ATLANTIC within four (4) weeks from the signing of this Agreement.

2. CONTRACTOR has recommended to PURCHASER the Atlantic catalytic reforming process as being the most appropriate for the Refinery covered by this Agreement. CONTRACTOR undertakes full responsibility for the construction of the catalytic reforming unit in accordance with the designs and specifications of ATLANTIC, and promises to carry out construction of this section of the Refinery using good quality workmanship and first class material.

GENERAL PROVISIONS

Article 5.

1. The relationship between the two parties shall be such as to foster and maintain a harmonious spirit of cooperation at all times during the term of this Agreement.

The parties expressly agree that the provisions of

this Agreement shall govern the rights and obligations of the parties in carrying through the Refinery project and that this Agreement embodies the entire understanding of the parties hereto and that there are no further agreements or understandings, written or oral, other than the conditions of this Agreement and annexes thereto.

The parties hereto further agree that no provisions of the Agreement shall be amended, supplemented or replaced except by mutual agreement between the parties confirmed in writing and signed by the lawful representatives of the contracting parties.

On all technical questions, HYDROCARBON RESEARCH, INC., is by virtue of this Agreement authorized by the combine of companies representing the CONTRACTOR, to act on behalf of CONTRACTOR.

2. The contracting parties agree that the conditions of the present Agreement and the »Final Proposal Book», clearly define the Refinery to be designed and constructed and the quantity, the kind and quality of the material and equipment to be supplied and services to be rendered by CONTRACTOR.

On the items:

Tankage, as listed in Section 700.

Pipe Line, as specified in Section 1600 D.

Trucks, as specified in Section 1300 - 7 G.

Equipments for office, laboratory and shops, on which items exact quantities and measurements are listed in the Final Proposal Book, CONTRACTOR shall supply the exact quantities as specified (with the usual tolerance for weights and wall thicknesses with respect to tanks and pipes), unless otherwise agreed to by PURCHASER.

The Final Proposal Book includes a general description of the Refinery, specifying the necessary equipment, as usually supplied for a complete refinery; but not the final designs and calculations for each particular item or arrangement of equipment, and the initialing of the Final Proposal Book by the CONSULTANT has not the meaning that the CONSULTANT has granted his final approval as regards the adequacy of the equipment of the particular sections of the Refinery. This approval will be granted by the consultant after the submission by the CONTRACTOR of the designs and final drawings and specifications of the equipment for all the sections of the Refinery.

If during the course of the design and detailed engineering work of the Refinery variations and alterations to the material and equipment are considered desirable by CONTRACTOR, such variations and alterations may be executed following the approval of the PURCHASER on condition that they will not increase the foreign exchange LUMP SUM PRICE.

Should such variations and alterations entail a net reduction of the foreign exchange LUMP SUM PRICE considering the total project, such reduction will be in favor of the PURCHASER, and the agreed foreign exchange LUMP SUM PRICE will be reduced correspondingly.

3. On all technical questions CONTRACTOR shall closely cooperate with CONSULTANT.

4. It is agreed that for the transport of the material and equipment in general from the loading ports to Greek ports, CONTRACTOR shall endeavor to give preference on equal conditions and considering all circumstances to ships under the Greek flag.

5. All instructions regarding the performance under this Agreement will be in writing.

All documents addressed to the CONTRACTOR will be delivered to the Athens central office of CONTRACTOR.

CONTRACTOR shall determine, immediately after

the signature of the present Agreement, by letter to the PURCHASER the person who will represent CONTRACTOR versus PURCHASER in all relations deriving from this Agreement. This person should be duly and lawfully authorized by CONTRACTOR; and should be continuously during the whole period of validity of the present Agreement at the disposal of PURCHASER. The representative of CONTRACTOR has the right, before taking any decision binding on CONTRACTOR versus PURCHASER, to seek the approval of his principals.

PURCHASER will be represented as regards questions related to the present Agreement by the Special Provisional Service provided for by Law No. 3126/55 to which all documents regarding CONTRACTOR'S performance under the present Agreement should be addressed.

6. PURCHASER within eight (8) months from the signing of the present Agreement, has the right to ask CONTRACTOR to execute additional work related to the scope of the present Agreement, not exceeding in value ten percent (10 o/o) of the agreed foreign exchange LUMP SUM PRICE.

In this case, CONTRACTOR is obliged to supply PURCHASER with an estimate of the necessary expenditure for the execution of such additional work, after approval of which CONTRACTOR is obliged to execute the additional work asked for and to supply the necessary material and equipment. The foreign exchange cost of such additional work will be added to the total foreign exchange LUMP SUM PRICE and will be paid in accordance with the conditions of articles 17, 18 and 19 of the present Agreement by making a down-payment of 15 o/o and correspondingly increasing the annual instalments.

7. The parties agree that the handling of documents, drawings, specifications, and all correspondence dealing with this contract shall be in accordance with the procedure mutually agreed to by both parties within thirty (30) days after the execution of this Agreement.

DESIGNS AND DRAWINGS

Article 6.

1. CONTRACTOR shall prepare the plot plans, process flow sheets, instrument flow sheets, utility flow sheets and CONTRACTOR'S General Specifications for the Refinery in close cooperation with PURCHASER'S technical representatives and CONSULTANT, and with ATLANTIC with respect to the reforming unit and shall submit them to PURCHASER within sixty (60) days from the enforcement of the present Agreement, and from the date on which :

a) PURCHASER has supplied CONTRACTOR with the required reliable borings of the Refinery Site and Site of Crude Oil Tankage;

b) A decision on the execution of the installations for crude oil unloading (Section 1600 A) and piping it to the tankfarm at Megara (Section 1600 B) has been taken;

c) A decision on the handling of finished products has been taken; whichever date is the latest. Purchaser obligates itself to supply the required borings not later than six (6) weeks from the date of enforcement of this Agreement and to take the decision on completion of the installations for crude oil supply to the Refinery and on the question in what quantities and at what schedule the finished products shall be distributed through pipe lines to the marketing companies, pipe lines to the pier and truck loading, not later than four (4) weeks after the enforcement of this Agreement.

2. PURCHASER shall at its expense supply CONTRACTOR, on the latter's request, accurate meteorological data and data on the water conditions as well as data on the Refinery Site and Site of Crude Oil Tankage, all as required for the design of the Refinery and for preparation of the plot plans.

PURCHASER shall also carry through, at its expense, all borings requested by CONTRACTOR at the Refinery Site and Site of Crude Oil Tankage.

3. CONTRACTOR shall comply with changes and amendments in the plot plans, process flow sheets, instrument flow sheets, utility flow sheets and CONTRACTOR'S General Specifications requested by PURCHASER, but only to the extent that thereby the successful operability of the Refinery will not be endangered and that the yields guaranteed by CONTRACTOR shall not be reduced, and that thereby the cost of equipment to be supplied at a fixed foreign exchange price by CONTRACTOR shall not be increased.

In case the PURCHASER and the CONTRACTOR cannot agree upon the advisability of the changes requested, the matter shall be referred to the officers of Hydrocarbon Research, Inc., in New York and George Armistead and Co., in Washington, D.C. Should the matter not be resolved by consultation by these two parties, the changes requested by PURCHASER or PURCHASER'S CONSULTANT shall none-the-less be made in accordance with the provision of this Article, but CONTRACTOR reserves the right to disavow responsibility vis-à-vis these changes as regards operability and yields.

4. The contracting parties will make all efforts to arrive at a final decision on process diagrams and basic plot plans within sixty (60) days from the enforcement of this Agreement.

PURCHASER shall notify CONTRACTOR in writing of its approval or of any requested revisions of the diagrams and plot plans within fifteen (15) working days after the diagrams and plot plans have been received by PURCHASER or CONTRACTOR, it being understood that such requests for revisions submitted to CONTRACTOR within the specified period shall be final and not subject to further revisions. In the event that PURCHASER fails to notify CONTRACTOR within the specified time of its approval or requested revisions, the process flow sheets, instrument flow sheets, utility flow sheets, plot plans and CONTRACTOR'S General Specifications shall be deemed to have been approved by PURCHASER.

5. As soon as agreement on revisions, as eventually requested by PURCHASER, has been reached, PURCHASER shall notify CONTRACTOR in writing of its final agreement on the plot plans, process flow sheets, instrument flow sheets, utility flow sheets, and CONTRACTOR'S General Specifications, and all guarantees of CONTRACTOR on the time limits for the supply of material and equipment and completion of the erection of the Refinery shall be based on this date of approval.

6. Following the approval of the plot plans, process flow sheets, instrument flow sheets, utility flow sheets and CONTRACTOR'S General Specifications, CONTRACTOR will prepare all required detailed specifications for the materials and equipment of the Refinery and will carry through all necessary mechanical engineering work in full consideration of the mechanical specifications for equipment, issued by CONSULTANT on Dec. 10, 1954, and included in the «Final Proposal Book», and in accordance with the requirements of good engineering practice and yields, in due regard of suitability and safety of the equipment and installations for the intended functions.

7. The mechanical and detailed engineering work for the «Atlantic Catalytic Reforming Unit» will be carried through in accordance with the specifications, data, and technical information received from ATLANTIC.

CONTRACTOR will submit specifications and all pertinent drawings for the construction of the mechanical equipment of the catalytic reforming unit to ATLANTIC for approval.

8. CONTRACTOR shall submit to PURCHASER all specifications for the material and equipment for approval.

9. CONTRACTOR shall also supply PURCHASER with copies of all drawings finally released for erection and construction in the field.

CONTRACTOR shall submit to PURCHASER before construction the following classes of drawings for approval :

- a) Piping diagrams,
- b) General drawings of major elements of equipment such as pressure vessels, heat exchangers, piping arrangement, furnace and the like, which are illustrative of general character and arrangement,
- c) Drawings of buildings,
- d) Foundation drawings,
- e) Standard drawings together with specifications, covering CONTRACTOR's practice for instrument, piping, connections, insulation, application and the like, regarding the equipment of the Refinery in general, and
- f) Any specific detail drawings as requested in individual cases by the CONSULTANT for approval.

10. CONTRACTOR shall comply with changes and amendments in the above specifications and drawings indicated by PURCHASER provided, however, that such changes and amendments are in general accordance with good engineering practice and the intended process designs as given in the «Final Proposal Book», although possibly differing in detail where agreed to between the contracting parties.

Such changes and amendments to the specifications and/or drawings shall be governed by the provisions of Paragraph 3 of this Article 6.

11. PURCHASER shall approve the specifications and drawings referred to above within five (5) working days from the date of submission thereof for approval. Failing approval of PURCHASER within this limit, the above specifications and drawings shall be deemed to have been approved by PURCHASER.

12. CONTRACTOR shall prepare all necessary drawings for foundations and concrete structures and shall carry through the required static calculations and detailed engineering designs to enable Greek subcontractors to erect the respective foundations and concrete structures as specified. For all buildings CONTRACTOR shall prepare the general plans and specifications necessary for submitting the works to bids. The static calculations and detailed engineering designs of buildings shall be done by Greek subcontractors of CONTRACTOR and charged to the Drachmae Expenses.

CONTRACTOR and the subcontractors employed by it for the erection of foundations, buildings, and concrete structures shall observe the prevailing Greek laws, decrees and regulations for such civil engineering work.

The static calculations of CONTRACTOR or subcontractors will be submitted by CONTRACTOR to the respective official Greek authorities for checking and approval of foundations, buildings and concrete structures.

13. In addition to the obligations of CONTRACTOR regarding drawings referred to in the preceding paragraphs of this Article, all drawings, without restriction, will be available at all times for checking by CONSULTANT or technical services of PURCHASER at CONTRACTOR's engineering offices at 145 Broadway, New York, and 25 Fuerstenwall, Duesseldorf.

To ensure a speedy completion of the design and mechanical engineering work for the Refinery, PURCHASER will have the right to have technical representatives as frequently as necessary at these offices.

14. CONTRACTOR shall supply to PURCHASER, in addition to those drawings specified in previous paragraphs, a normal and a transparent copy of each final drawing to the extent as required for the operation and maintenance of the Refinery and for repair work.

SUPPLY OF MATERIAL AND EQUIPMENT

Article 7.

1. CONTRACTOR shall supply all material and equipment required for the Refinery in accordance with the specifications prepared by CONTRACTOR and approved by PURCHASER and in accordance with the lists of equipment included in the «Final Proposal Book». Common building materials, like cement, bricks, tiles, timber, reinforcing steel, etc., shall not be included in the material to be supplied by CONTRACTOR.

2. PURCHASER shall be fully entitled to inspect all material and equipment in the manufacturers' shops during normal business hours and after prior notice to CONTRACTOR.

3. CONTRACTOR shall conduct hydrostatic, capacity, X-ray, and other tests on the various items of the equipment in manufacturers' shops and in the field, as required by accepted good engineering and construction practice and notify PURCHASER in advance of such tests to permit witnessing by its representatives.

4. CONTRACTOR shall obtain from manufacturers and suppliers of machinery, implements, material and equipment in general all conventional performance and mechanical fitness guarantees and shall pass such guarantees on to PURCHASER for its benefit.

5. All material and equipment supplied by CONTRACTOR will be delivered c.i.f. Piraeus harbor or other agreed upon Greek point of entry, free of any charge, confiscation or lien in favor any third party.

6. CONTRACTOR shall furnish PURCHASER with a monthly statement showing the imported machinery, material, and equipment, and the date of arrival at the Greek port of entry. For this purpose, the «Final Proposal Book», Section II, includes a break-down of the total cost of material to be supplied by CONTRACTOR into sections in accordance with the list of sections specified in Article 2 of this Agreement. The total cost of equipment for each individual section is further broken down into classifications of material. The monthly reports of CONTRACTOR shall specify the percentage of the classified material for each section, which has arrived in the preceding month at the Greek port of entry. On the basis of this calculation, CONTRACTOR, in its monthly report, shall establish and notify PURCHASER of the value of the total machinery, material and equipment which has arrived at the Greek port of entry.

7. CONTRACTOR shall furnish spare parts as required for the operation and maintenance of the Refinery. The LUMP SUM PRICE includes an amount of

DM 678-000.—

(six-hundred seventy-eight thousand)
equal to US \$ 161,428.—

(one-hundred sixty-one thousand four-hundred twenty-eight) —

for spare parts. CONTRACTOR shall submit in time to PURCHASER its recommendations for the procurement of spare parts in due consideration of operation and maintenance requirements. CONTRACTOR also shall supply price lists or prices for the respective spare parts, and PURCHASER shall be entitled to draw spare parts up to the total amount as specified above at the costs of such spare parts prevailing at the time in question.

PURCHASER has the right to procure from another source part or whole of the spare parts provided for above, should PURCHASER consider CONTRACTOR'S prices as unfavorable. In this case the LUMP SUM PRICE shall be reduced by the cost of the spare parts not supplied by CONTRACTOR.

8. Following agreement between PURCHASER and CONTRACTOR iron construction and equipment of secondary nature may be manufactured in Greek factories. In such a case, the above material and equipment will be paid for in Drachmae by PURCHASER, but a sum equal to the value of the above material e.i.f. Greek port shall be deducted from the LUMP SUM PRICE. The sum to be deducted shall represent the current price of supply of such material from Germany for delivery c. i. f. Greek port.

ERECTION

ARTICLE 8.

1. CONTRACTOR undertakes the complete erection of the Refinery and of the crude oil tankage at the sites specified in Article 1, paragraph 2, of the present Agreement.

2. The erection work shall be carried out by the CONTRACTOR who will utilize experienced foreign personnel and Greek subcontractors. PURCHASER will make available and assign the services of Greek assistant engineers as specified below.

3. CONTRACTOR will schedule the erection work and will supply PURCHASER monthly with schedules and reports regarding the progress of the erection work.

4. PURCHASER is obliged to secure all the licenses and permits necessary in accordance with Greek legislation, for the construction of the Refinery.

5. PURCHASER undertakes the obligation during construction of the refinery to make available to CONTRACTOR the supply of electric power, water and necessary quantities of oxygen and acetylene for welding purposes.

6. All civil engineering work will be carried through by competent Greek sub-contractors. CONTRACTOR will select for each field of civil engineering work a limited number of at least six (if such number of competent Greek companies is available in the respective field), Greek contracting companies or Greek factories, specialized in the respective work to be performed by them and having the background of broad experience for the type of work to be entrusted to them. These companies should prove to have the necessary facilities, machinery, and vehicles, required for the respective civil engineering work, available.

The Greek companies selected by CONTRACTOR shall be invited to bid on all essential parts of civil engineering work. CONTRACTOR will supply these selected companies with all required specifications, data,

and information for the civil engineering work to be carried out by them, specifying the conditions under which the work is to be executed, the conditions of payment, guarantees, and any other necessary detail. The invitations for bids and the contracts shall be written in the Greek and English language but otherwise all correspondence with Greek sub-contractors shall be in the English language. PURCHASER and CONTRACTOR will establish a procedure for carrying out the bidding. A representative of PURCHASER will be present at the opening of the bids.

CONTRACTOR will examine the proposals and will make cost comparisons. CONTRACTOR shall be entitled to recommend to PURCHASER the refusal of bids of subcontractors, if, in the opinion of CONTRACTOR, the respective proposal for specific technical reasons is not adequate.

CONTRACTOR will submit the cost comparisons and its recommendations for the selection of the subcontractors in each individual case to PURCHASER. It is agreed that CONTRACTOR'S recommendations will not be governed exclusively by consideration of lowest prices. PURCHASER, in due consideration of the recommendations of CONTRACTOR and the responsibilities which CONTRACTOR undertakes in this Agreement, shall approve as quickly as possible the selection of the subcontractor to be awarded the contract for the specific job in question, or shall inform CONTRACTOR of its objections. PURCHASER obligates itself that, in any event, the approval or disapproval will be given not later than three (3) working days after CONTRACTOR has submitted the cost comparison and its recommendations.

To the largest extent possible, unit prices will be agreed upon for excavations, foundations, etc., to enable CONTRACTOR to have such work carried through in the field by subcontractors, when and if such work should become necessary on short notice with the progress of the erection work.

Notwithstanding the foregoing, CONTRACTOR'S field superintendent for civil engineering shall be entitled to place orders for civil engineering work directly, as provided for in Article 21, paragraph 1 of this Agreement.

PURCHASER and CONTRACTOR agree that it might be advisable to procure common building materials like cement and bricks from producers and upon mutual agreement on this point, CONTRACTOR will obtain quotations for such material in Greece and will submit such quotations to PURCHASER for approval and placing of orders.

7. The procedure referred to in the preceding paragraph 6 will also be observed regarding the transportation of all material and equipment to the Refinery Site and Site of Crude Oil Tankage.

8. During the period of erection, temporary buildings will be erected at the site of work at the expense of PURCHASER for use as offices, stores, and canteens for the erection personnel of CONTRACTOR. These temporary buildings will be furnished for use for the intended purposes at the expense of PURCHASER. CONTRACTOR shall submit to PURCHASER for approval drawings and estimates for the erection of such temporary buildings, which approval shall be given not later than five (5) working days. CONTRACTOR shall, however, endeavor to avoid the construction of temporary buildings by expediting the erection of permanent buildings of the Refinery which might be used for the above purposes.

9. PURCHASER on the written request of CONTRACTOR shall supply the necessary police or military forces for the security of the material received

and erected both at and off the Refinery Site and the Site of Crude Oil Tankage.

10. The installation of the equipment of the Refinery will be carried through by CONTRACTOR by specialized foreign personnel whose emoluments have been included in the agreed foreign exchange LUMP SUM PRICE, and in collaboration with Greek engineers to be appointed in accordance with the conditions of the following paragraph and Greek skilled and unskilled workers. PURCHASER agrees that the following skilled manpower shall be hired through the Drachmae fund:

- 157 Mechanics, (Bau-und Maschinenschlosser)
- 109 Welders
- 104 Pipe Fitters
- 40 Electricians

In the event of CONTRACTOR not being able to find the necessary skilled and unskilled personnel in Greece or the execution of the project, CONTRACTOR will have the right to supplement such personnel by employing foreign personnel at the expense of PURCHASER.

The part of the erection work not included in the foreign exchange LUMP SUM PRICE shall preferably be carried through by Greek sub-contractors following the procedure of paragraph 6 of this Article.

11. CONTRACTOR has the right to appoint, in accordance with his requirements after obtaining approval of PURCHASER as regards salaries and emoluments in general, six (6) Greek civil engineers and eight (8) Greek mechanical engineers to assist it in the civil engineering work and erection of the Refinery. The duties of the Greek engineering personnel for the time of the erection of the Refinery until its completion shall be assigned to them exclusively by CONTRACTOR'S field superintendents for civil engineering and erection respectively. The expense for the appointment of the above personnel as well as of the skilled and unskilled workers referred to in the preceding paragraph will be borne by PURCHASER.

12. CONTRACTOR will supply all the necessary erection tools at its expense. All those tools will be returned to CONTRACTOR after completion of the erection of the Refinery.

13. Material imported from abroad and remaining unutilized at the completion of the work covered by the present Agreement will be the property of CONTRACTOR if not accepted by PURCHASER as spare parts, and CONTRACTOR will have the right either to sell such material to PURCHASER at a price to be agreed upon or to take it away and sell it in Greece after paying the lawful import duties, or to re-export such material abroad.

All unutilized material which has been purchased against drachmae will be the property of PURCHASER.

14. CONTRACTOR has the right after obtaining the approval of PURCHASER as regards the number, salaries and emoluments in general, to hire the necessary Greek personnel for the carrying out of the work at the offices of CONTRACTOR in Greece (field office and accounting offices).

The duties of the Greek personnel shall be assigned to them exclusively by CONTRACTOR.

In addition, for the services to be rendered by CONTRACTOR in Greece with respect to the selection of subcontractors, bid comparisons, preparing of final contracts with subcontractors and all accounting and book-keeping work, CONTRACTOR may assign specialized foreign personnel, not exceeding six. The exact number of personnel and the compensation to CONTRACTOR for it shall be agreed upon with PURCHASER

at the time of the organization of CONTRACTOR'S respective services in Greece.

15. On completion of the erection work, CONTRACTOR shall submit to PURCHASER the following drawings, books, instructions and documents:

a) Three (3) copies of a volume or volumes in which are bound all obtainable manufacturer's data and publications for the principal items and equipment along with general pressure vessel drawings and other descriptive material used with frequency by maintenance and operating forces.

b) A transparent paper copy of all construction drawings, including field sketches of the equipment as erected.

c) Operating manuals and instructions for processing and utility generating units.

CONTROL OF MATERIAL AND PERFORMANCE TESTS OF EQUIPMENT AND COMPONENT PARTS OF THE REFINERY

Article 9.

1. CONTRACTOR is obliged to carry out the necessary controls and tests of material in general at the factories of the suppliers or manufacturers before receipt, as well as the necessary control after the installation of such material in Greece, in accordance with good engineering practice. Full reports of such controls and tests will be prepared by CONTRACTOR and submitted to PURCHASER.

2. CONTRACTOR shall conduct in the presence of PURCHASER'S representatives the necessary mechanical performance tests of equipment. A successful mechanical test of any component part of the Refinery in accordance with accepted practice as conducted by the petroleum industry in the U. S. and for a continuous period not to exceed twenty four (24) hours, shall be deemed sufficient to demonstrate the mechanical integrity of such parts. The necessary drachmae expense for carrying out the above tests will be at Purchaser's charge. PURCHASER, however, will have the option of conducting the above tests by its own personnel under the supervision of CONTRACTOR.

TIME LIMIT FOR THE COMPLETION OF THE ERECTION OF THE REFINERY

Article 10.

1. CONTRACTOR is obligated to complete the erection of the Refinery within a time limit of 24 months from the date of approval of the plot plans and flow sheets, which date is specified in the pertinent paragraphs of article 6 of this Agreement.

The completion of the erection of the Refinery is defined as the date on which the Refinery is ready to begin operation, i. e. the date on which the pipes can receive oil, the tankage can store oil, the utilities are functioning, and the crude oil unit and the reforming unit are ready to run. At this time, completion work not affecting the operation of the crude oil unit and the reforming unit may still be on the way. For instance, the asphalt unit with its barreling facilities may not be finished, but none-the-less the major and important processing units and their auxiliaries are ready. In the event of delays in the completion of the erection of the Refinery which are exclusively due to a delay in the supply of equipment from Germany or in the scheduled assignment by CONTRACTOR of German personnel necessary for the erection of the Refinery, CONTRACTOR will be liable to a penalty of US \$ 500. (five-hundred) for each day of delay within the following two months after the expiration of the time limit of com-

pletion, and after twenty-six (26) months the penalty shall increase and shall correspond to the amount of interest due for the respective period.

In the event of delays in the erection work in Greece which are proven to be due to CONTRACTOR's fault, in consideration of the fact that CONTRACTOR may be confronted with factors in the erection work unknown to it, a margin of grace of two (2) months shall be allowed to CONTRACTOR before any penalties for such delays become due.

After the above two (2) months, CONTRACTOR will be liable to a penalty of US \$ 500 (five hundred) for each day of delay proven to be exclusively due to CONTRACTOR's fault.

The above obligations of CONTRACTOR are based on the continued and full cooperation of the Greek Government and its officials.

Any delay in the completion of the erection of the Refinery due to default, omission, or incapability of CONTRACTOR's sub-contractors in executing the works entrusted to them within the prescribed time limit, will entail an extension of the agreed twenty-four (24) months time limit of the completion of the erection of the Refinery, corresponding to the delay in the completion of the Refinery caused by the delay of the sub-contractors. In the same way, the time limit will be extended for any delay not due to the CONTRACTOR's default in :

a) the unloading, clearance and transportation of the material that has arrived in Greece to the Refinery Site and the Site of Crude Oil Tankage, and delivery of such material to CONTRACTOR;

b) the approval of drawings and specifications;

c) making available the necessary drachmae funds;

d) approving of subcontractors;

e) difficulties of finding Greek skilled and unskilled labor and other Greek personnel; and any other delay for which CONTRACTOR cannot be held responsible, such as delays caused by theft, breakage of equipment in transit or erection.

CONTRACTOR, within four (4) months from the date of approval of plot plans and flow sheets, is obligated to submit to PURCHASER for its approval a construction schedule, showing the works to be executed in detail and allocating the time of construction of each work.

2. The supplementary erection work referred to in the preceding paragraph not affecting the operability of the crude oil distillation and reforming units will be completed by CONTRACTOR within two (2) months from the completion of the main operating units in such a manner that within this time the erection of all the facilities of the Refinery shall have been completed. At this time, all mechanical tests shall have been carried out and the equipment, material and parts of the Refinery shall have been satisfactorily tested and adjusted in such a manner that operation of all parts of the Refinery may begin.

CONTRACTOR shall notify PURCHASER in writing that erection has been completed and that the Refinery is ready to begin operation. The date of such notification, if accepted by PURCHASER, will constitute the »Date of Completion of Erection of the Refinery». The painting and cleaning work may be executed after the above date.

PURCHASER within five (5) days from receipt of the above notification from CONTRACTOR regarding the date of completion of the erection of the Refinery, has the right either to accept the above date in writing as being the date of completion of the erection of the Refinery, or to reject it with reasons based on approved design specifications and drawings and indicate that

work which is necessary to ensure that the installations meet such designs, drawings, and specifications. If PURCHASER does not notify CONTRACTOR within the above time limit, PURCHASER is considered to have accepted the date fixed by CONTRACTOR as the date of completion of erection of the Refinery.

In case of non-acceptance of the above date by PURCHASER substantiated by reasons, CONTRACTOR is obliged to complete all necessary revisions not later than one (1) month after the notification of non-acceptance by PURCHASER, except if the revisions necessitate the importation of material. In this event, CONTRACTOR shall make all efforts to obtain such replacements within two months, except it should be proven that the manufacture and procurement of such replacements require additional time.

The date when agreement on the completion of the Refinery has been reached, shall forthwith constitute the »Date of Completion of Erection of the Refinery», and this date shall be established by protocol between PURCHASER and CONTRACTOR.

TEST RUNS

Article 11.

1. Test runs shall be started as soon as the processing units, representing a unity, are completed and are available herefor, in full consideration of safety requirements especially with respect to possible hazards to erection work proceeding in other areas of the Refinery.

2. CONTRACTOR shall supply for the initial operation of the Refinery the services of operating engineers who will supervise the operation of the equipment of the Refinery during the startup and test runs.

3. Under the supervision of the operation engineers of CONTRACTOR, PURCHASER shall conduct the test runs in accordance with the provisions of this Article, whenever requested by CONTRACTOR, to this effect, and CONTRACTOR shall take care of the execution of any adjustments, changes, or additions which he himself will consider necessary for the success of the test runs. Any expenses incurred for the execution of such adjustments, changes and additions regarding the imported material and equipment shall be borne by CONTRACTOR, and any drachmae expenses shall be borne by PURCHASER.

4. The ability of the Refinery to meet the guarantees provided for in Article 12 of this Agreement shall be determined by means of test runs of the Refinery conducted in accordance with the following paragraphs, and by averaging the results of not less than ten (10) consecutive days of operation.

5. The operation and maintenance of the Refinery at all times shall be under the control and direction of PURCHASER, but in the period of initial operation and during the test runs, the Refinery shall be operated in accordance with the procedure to be agreed upon with CONTRACTOR and in the presence of CONTRACTOR's operating engineers. Upon the request of CONTRACTOR, PURCHASER shall operate the plant or any section thereof during such periods as CONTRACTOR indicates, on the specified feed stocks on which the guarantees are based and according to the instructions of CONTRACTOR, so as to enable CONTRACTOR to ascertain whether the Refinery or such sections thereof would fulfil the operating guarantees during the test run or what adjustments, if any, might be necessary to enable the Refinery or such sections thereof to make a successful test run. It shall be the obligation of PURCHASER to maintain the Refinery in good repair so that at all

times the equipment therein shall be capable of performing in accordance with the specifications for the equipment.

Test runs shall be conducted in accordance with CONTRACTOR's instructions and under the supervision of CONTRACTOR's operating engineers and as often as CONTRACTOR may request within 210 days after the date when the respective processing unit has been safely available for conducting of test runs within the time limit as specified in Article 10, paragraph 1, or within 150 days after the date of completion of erection of the Refinery, as defined in Article 10 paragraph 2, whichever date is the later.

6. CONTRACTOR shall be allowed the time limit as specified in the preceding paragraph 5 within which to meet its guarantees for the Refinery. This period may be extended, however, by mutual agreement in accordance with Article 32 of this Agreement, «Force Majeure», or if delays are caused by other conditions beyond the control of CONTRACTOR, or if PURCHASER does not make the Refinery or any parts thereof available for making a test run in accordance with CONTRACTOR's written request to PURCHASER.

7. PURCHASER shall furnish the following at its expense :

a) Sufficient quantities of feed stocks for the operation of the Refinery having the characteristics as specified in Article 12, paragraph 4, to operate the Refinery during all test runs at the rate necessary to meet the guarantees set forth in Article 12 of this Agreement.

b) All other expendable supplies, chemicals of a quality as specified by CONTRACTOR.

c) All personnel (other than operating engineers furnished by CONTRACTOR) necessary for the efficient and satisfactory operation and maintenance of the Refinery.

The guarantees undertaken by CONTRACTOR in this Agreement and its financial obligations connected therewith are contingent upon PURCHASER having available a complete team of operators experienced in the type of operation of the Refinery and acceptable to CONTRACTOR. Any adequate operating team with the background of more than two years of experience in the operation of the type of installations as included in the Refinery and managed by competent chief operators with more than five years experience in the operation of refineries of comparable capacity, which team in cooperation with experienced operators could safely operate the Refinery, is acceptable to CONTRACTOR. In the same way, companies which have operated refineries of comparable size for more than five years are acceptable to CONTRACTOR to undertake the operation of the Refinery.

8. All tests and analyses of crude oil and products therefrom shall be carried out in accordance with the practice prevailing in the U.S.A. and with the standard test and analysis methods of the American Society for Testing Materials. In the absence of such ASTM test and analysis methods or should such methods not be applicable, other methods shall be adopted as determined by common agreement of the contracting parties.

The test of all chemicals, with the exception of crude oil or the products therefrom, shall be carried out in accordance with the accepted method of chemical analysis or in accordance with a method to be agreed upon between the contracting parties.

All quantitative measurements of crude oil or products therefrom will be carried out on the basis of

gauging the material in the tanks, the capacity of which has been predetermined, failing which they will be carried out in a manner to be determined in common by the contracting parties.

GUARANTEES

Article 12.

1. CONTRACTOR warrants that all designs and works provided for by the present Agreement shall be carried out by it in accordance with accepted scientific and engineering practice, the conditions of the present Agreement and the «Final Proposal Book» and shall be satisfactory from every point of view, and in accordance with American good petroleum engineering practice.

All machinery, spare parts, material and equipment in general to be supplied by CONTRACTOR for carrying out the work covered by the present Agreement shall be of first class quality and shall be constructed in accordance with the conditions hereof and the «Final Proposal Book».

2. All machinery and equipment in general shall be constructed in accordance with the drawings, designs and specifications included in the «Final Proposal Book» and in accordance with the detail drawings and designs and specifications as specified in Article 6 for approval by PURCHASER.

3. CONTRACTOR undertakes unlimited liability for defective material and workmanship of the equipment of the Refinery in general for a time limit of six months from the date of completion of erection of the Refinery and undertakes the obligation to carry out, at its expense, all necessary additions or replacements of defective material and equipment in general, provided that such defects are not due to normal wear and tear, damages, corrosion or mistakes in the operation and repair of such material and equipment. For certain materials and equipment as specified in Supplier's guarantees, CONTRACTOR only undertakes the liability for defects, if repairs are carried out in accordance with instructions and or in the presence of its personnel.

4. The guarantees on the performance of the processing units are based on charging Aramco crude oil having the characteristics as follows :

	Max	Min.
Gravity, o API at 60o F	35.5	34.1
Gasoline Content vol. o/o		
400oF End Point	36.5	28.0

The crude shall not be heavier in any respect than indicated by the following true boiling point distillation :

Vol. o/o Distilled	Temp. oF
1.3	78
10	220
20	313
30	407
40	509
50	604
60	705
70	830
80	983

The true boiling point distillation for the crude shall be determined by the method described in «Analytical Chemistry», Vol. 23, October, 1951, page 1398, and further in accordance with the modifications employed by the California Corporation in their report File Number 468.20 and issued on December 31, 1951.

5. CONTRACTOR undertakes the following gua-

guarantees for the performance of the processing units and auxiliary facilities:

A. The atmospheric crude oil unit is guaranteed to process in not more than 240 consecutive hours not less than 300,000 barrels of the crude oil set forth in the preceding paragraph 4 of this Article. The 240 con-

secutive hours referred to above shall be selected by CONTRACTOR.

When operating at the above capacity, the atmospheric unit shall reduce the crude to not more than 350)0 by volume and shall supply products which satisfy in quality the following requirements:

	ASTM Test Method	Max.	Min.
S. R. Gasoline			
End Point o F	D— 86	362 *	—
Heavy Naphtha (JP-4)			
End Point o F	D— 86	440	—
Reid Vapor Pressure, psig.	D— 323	3.0	—
Kerosene			
End Point o F	D— 86	572	—
Flash Point o F	D— 56	—	110
Color Saybolt	D— 156	—	+20 **
Light gasoil (D-1) ***			
End Point o F	D— 158	625	—
Flash Point o F	D— 93	—	150
Carbon Residue on 10 o)0 Bottoms wt. o)0	D— 189	0.20	—
Light Gas Oil (D-2) ***			
End Point o F	D— 158	725	—
Flash Point o F	D— 93	—	150
Carbon Residue 10 o)0 Bottoms wt. o)0	D— 189	0.35	—
Heavy Gas Oil			
Flash Point o F	D— 1310	—	150
Atmospheric Tower Bottoms			
Flash Point o F	D— 1310	—	150
Vacuum Tower Bottoms			
Flash Point o F	D— 92	—	450

B. The Vacuum Unit, when operating on the bottoms from the Crude Oil Unit, will produce not less than 750 MT of flux in 240 consecutive hours. The operating period shall be chosen for the purpose of this guarantee run by CONTRACTOR.

When operating at the above capacity with not less than 25 lbs of steam per barrel of reduced crude and with a cooling water temperature of not more than 78 oF, the Vacuum Unit shall reduce the charge to not more than 13 volume percent of crude based on the portion of crude charged to the Vacuum Unit. It is understood that the crude charged to this Refinery may vary and therefore the CONTRACTOR reserves the right to waive the above guarantee and to substitute therefor a guarantee on the performance of the vacuum tower as follows: That when operating at the capacity previously mentioned and with the steam and water conditions as specified, the CONTRACTOR guarantees that the flash zone pressure will not exceed 50 mm Hg absolute and the flash zone temperature will not be less than 745 oF.

The equipment shall be deemed to have made its guarantees when either one of the foregoing conditions have been made.

C. The asphalt blowing still when charged with a batch of 67 metric tons of flux produced by the vacuum unit and at the proper temperature will be capable of blowing this charge in not more than 3 hours to asphalt.

D. CONTRACTOR guarantees that the catalytic reforming unit will be constructed in accordance with the drawings and specifications provided by the Atlantic Refining Company for a unit of 8200 BPOD capacity. The guarantees covering product yield and quality will be carried by ATLANTIC.

E. CONTRACTOR guarantees that the Desalter will be constructed in accordance with the drawings and specifications provided by Howe-Baker. Howe-Baker, in their supply contract, guarantee that the desalter will process 30,000 barrels of crude oil per operating day and will reduce the salt content of the crude oil to 6 lbs per 1000 barrels or to 10 percent of the original salt content of the crude oil, whichever is the greater.

F. The equipment and installations not included in the foregoing sections of the Refinery and not covered by the foregoing subparagraphs of this Paragraph, after test runs of ten (10) consecutive days, will properly operate and will perform in accordance with the functions for which they have been designed.

6. In the event that, the test runs being properly conducted in accordance with the pertinent provisions of this Agreement, any sections of the Refinery do not meet the guarantees for which CONTRACTOR is responsible and which are set forth in the pertinent paragraphs of this Article 12, CONTRACTOR, at its own expense insofar as forcing exchange is concerned, will carry out within the time limit specified in Article

* May be higher, if PURCHASER so desires but in no event higher than 390 oF and with a limitation of not more than 9000 B/OD of overhead gasoline.

** This guarantee of color is waived if it is proven that the kerosene fraction meeting the flash and distillation end point as guaranteed, has a color of less than +20 saybolt when obtained by a laboratory distillation of the crude made in accordance with the ASTM procedure for crude oil distillation, D-258.

*** The crude unit shall be capable of making either the light gas oil specified under D-1 or that specified under D-2 but not both simultaneously.

11, paragraph 5 or any extension of that time limit mutually agreed upon, all alterations, additions or replacements which CONTRACTOR deems necessary to secure the guarantee yields and performance.

7. As guarantee for good construction, performance and product yields of the Refinery, as specified in this Agreement, CONTRACTOR agrees to undertake not only the unlimited liability for defective material and workmanship as specified in paragraph 3 of this Article 12, but also the obligation to dispose of an amount up to 10% of the agreed foreign exchange cost to cover its liability on the performance of the Refinery and the costs of any required remedial measures.

These legal obligations are secured to PURCHASER

by having PURCHASER withhold payment of 10% of the foreign exchange cost agreed upon until CONTRACTOR's guarantees are met.

CONTRACTOR agrees that, contrary to usual practice, the guarantee amount will not be allocated proportionately at 10% for each individual section, but that all processing units, in distinction from power house, tankage, and outside pipe lines, be lumped together and that the above mentioned obligation of CONTRACTOR for this section has been fixed at an amount up to US \$ 650,000.—

The total guarantee amount to cover the various parts of the Refinery will be subdivided in the following way :

	D. M.	US\$
A. All processing units and handling facilities not covered by the following items under B. C. and D.	2.730.000	650.000
B. Tankage (sections 700 and 1600 C)	1.100.000	262.000
C. Power-house (section 1000)	620.000	147.500
D. Crude oil pipe line from Tankfarm at Megara to Refinery (section 1600 D)	350.000	83.500
	4.800.000	1.143.000

8. As soon as the individual sections of the Refinery meet their operating guarantees on a test run conducted as provided for in Article 11, such fact shall be forthwith acknowledged in writing by PURCHASER to CONTRACTOR, and as soon as any of the respective parts of the total Refinery, listed in the preceding paragraph 7, subparagraphs, A, B, C, and D, have met their performance guarantees, the guarantee amount allocated for the respective part of the Refinery shall be released and payment shall be arranged in accordance with Article 18 of this Agreement.

9. In the event that the Refinery or any section thereof, despite all efforts of CONTRACTOR does not meet the operating guarantees specified in the preceding paragraphs within the specified time limit or any extensions thereof which have been mutually agreed upon, then CONTRACTOR shall be declared by the Arbitration Court provided for in Article 34 in default for that part of the Refinery, for which the performance guarantees have not been met.

In that event, the guarantee sum or sums specified in paragraph 7 of this Article 12 for the respective part or parts of the Refinery on which the performance has not been met, shall be forfeited to the extent as these amounts are required to remedy the respective part of the Refinery so that it performs in accordance with the guarantees.

PURCHASER shall then be entitled forthwith to proceed at its own discretion, e.g. by contracting with another contractor, to carry out the required remedial measures.

Article 13.

All liabilities of CONTRACTOR regarding the guarantees of the preceding Article shall terminate :

1. Upon fulfilment of the operating guarantees as provided in Article 12.

2. If PURCHASER does not carry out a test run requested by CONTRACTOR in accordance with Article 11 of the present Agreement within a time limit of forty (40) days from CONTRACTOR's relevant written request.

The above time limit of forty (40) days shall be suspended in case of force majeure or other reasons beyond the control of PURCHASER or due to CONTRACTOR's fault.

Article 14

1. Within eight (8) days after the enforcement of this Agreement, CONTRACTOR shall deposit with PURCHASER a letter of guarantee of the Rhein-Ruhr Bank AG, Duisburg, for an amount of DM 4,990,950.— representing 10 percent of the foreign exchange LUMP SUM PRICE, valid twenty-one (21) months from the date of enforcement of this Agreement. The validity of the letter of guarantee shall be extended, if necessary, to the date of nineteen (19) months from the date of approval of plot plans and flow sheets, which date is specified in Paragraph 5 of Article 6 of this Agreement. A draft of this letter of guarantee is attached hereto and shall form an integral part of this Agreement.

2. Such letter of guarantee shall be returned to CONTRACTOR as soon as it has been ascertained by PURCHASER that the value of the machinery, parts and other equipment arriving in Greece exceeds 50 percent of the total value of the refinery equipment to be imported from abroad, calculated in accordance with the provisions of Article 7, paragraph 6 of this Agreement. The above percentage of material and equipment should arrive at a Greek port or other point of entry not later than eighteen (18) months from the date of approval of plot plans and flow sheets, as specified in Paragraph 5 of Article 6 of this Agreement.

3. The guarantor bank shall assume the obligation to pay the above amount, or any share thereof, at PURCHASER's discretion, to the Bank of Greece in favour of PURCHASER, if PURCHASER, notifies the bank in writing that CONTRACTOR is in default of conditions of this Agreement of essential character in carrying through this project.

If the Arbitration Court in accordance with the following subparagraph should find that the default of CONTRACTOR in not adhering to the conditions of this Agreement has not been of such essential character to justify the demand of PURCHASER for the payment of the guarantee amount or any share thereof, then CONTRACTOR is entitled to reimbursement of cost incurred in the transfer of the guarantee amount or any share thereof, and of loss of interest, and the Arbitration Court shall decide on this question.

The Arbitration Court, on request of CONTRACTOR shall decide that the amount, paid to PURCHASER, shall be refunded to CONTRACTOR, if the Court finds that CONTRACTOR is not to be held responsible for not having adhered to the conditions of this Agreement or that the default of CONTRACTOR in not adhering to the conditions of this Agreement has not been of such character as to justify the demand of the payment of the guarantee amount, or any share thereof, to PURCHASER.

COSTS AND PAYMENTS

Article 15

The execution of the work provided for by the present Agreement entails (1) expenses in foreign exchange and (2) expenses in drachmae.

EXPENSES IN FOREIGN EXCHANGE

Article 16

The expenses in foreign exchange cover the following items:

a) The cost of all the machinery, parts and equipment in general to be supplied in accordance with the terms of the present Agreement and to be imported from abroad c.i.f. Greek port, and the supply of services for engineering designs in general.

b) The cost of spare parts in general, as specified in Article 7, paragraph 7.

c) The emoluments in foreign exchange of foreign personnel to be employed for the erection of the Refinery and the design and supervision of civil engineering work, as well as the temporary supply of the necessary tools for the time of the installation of the equipment of the Refinery.

d) The cost of supervisory services in general for the test runs and initial operation, except for the cost of the supervisory personnel of ATLANTIC for the catalytic reforming unit.

e) The cost of two catalyst charges c.i.f. Greek port in accordance with Article 17, paragraph 2 of this Agreement.

f) The cost of Hermes guarantee, as substantiated by relevant certificate of the said Insurance Company, also stating the date of payment by CONTRACTOR.

g) The interest due on the unpaid balances of the LUMP SUM PRICE and on the cost of the Hermes guarantee.

h) Any expenses in general of CONTRACTOR in foreign exchange, necessary for the execution of the present work.

Article 17

1. The costs, in foreign exchange of the installations and the catalyst to be provided in accordance with this Agreement amount to:

(a) D M 43.039.900 equal U S \$ 10.247.595.24 for the Refinery;

(b) D M 4.952.000 equal U S \$ 1.179.047.62 for the Crude Oil Pipe Line;

(c) D M 1.917.600 equal U S \$ 456.571.43 for the catalyst.

Accordingly, the total LUMP SUM PRICE in foreign exchange payable by PURCHASER to CONTRACTOR in accordance with the terms specified hereafter amounts to

DM 49,909,500.—

(forty-nine million nine hundred and nine thousand five hundred DMarks) equal to
US \$ 11,883,214.29

(eleven million eight hundred and eighty three thousand two hundred and fourteen, 29)100 dollars)

The above price includes all the costs referred to in Article 16 with the exception of the cost of the Hermes guarantee which will be paid in accordance with Article 18, para. 5 of the present Agreement. The foreign exchange LUMP SUM PRICE also includes the total remuneration of CONTRACTOR for the full design, construction and delivery of the Refinery in operating condition and for all the relevant financing expenses with the exception of interest, CONTRACTOR being obliged to complete the work provided for above, at no other expense in foreign exchange on the part of PURCHASER. The foreign exchange LUMP SUM PRICE referred to above constitutes a firm price and is not subject to any revision, except in cases provided for in Article 5 Paragraph 6, Article 7 Paragraphs 7 and 8, and Paragraphs 2,4,5, and 6 of this Article.

2. The catalytic reforming unit shall include one operating catalyst charge, installed, and one replacement catalyst charge, stored in suitable containers. To cover the cost of these two catalyst fillings, an amount of DM 1,917.600.— is included in the LUMP SUM PRICE for the supply of the total calculated requirement of 44,600 lbs of catalyst, packed in drums and delivered c.i.f. Greek harbor. These costs include CONTRACTOR's overhead expenses of 4.5 % on the c.i.f. price. The foregoing cost price shall be adjusted at the time of delivery, in accordance with the actual invoice price of the catalyst vendor for the supply of the catalyst c.i.f. Greek harbor plus 4.5 % CONTRACTOR's overhead expenses. It is agreed that PURCHASER has the right to negotiate the price for the catalyst with the manufacturer directly. In case that the final price should exceed the amount as included by CONTRACTOR in its foreign exchange LUMP SUM PRICE, then PURCHASER undertakes to pay the difference in price directly to the manufacturer. If the final invoice price should be lower than the price of catalyst included by CONTRACTOR in its foreign exchange LUMP SUM PRICE, then this difference shall be deducted from the foreign exchange LUMP SUM PRICE.

3. The payment of treasury bonds issued to cover the above LUMP SUM PRICE and payments of interest and the cost of the Hermes guarantee and interest thereon shall be made in D-Mark at the official rate of exchange for DM to US dollar prevailing at the date of transfer of each instalment payment. The official rate of exchange of DM to US dollar at the time of signing of this Agreement is established at DM four twenty hundredth (4.20) per US dollar.

The payment of the corresponding amounts will be effected in accordance with the payment regulations agreed upon by the governmental authorities of Greece and Germany in respect of trade and payments. In case the Greek-German payment agreement should not be in force, or operation should not be possible under this Agreement at the time of maturity of the above mentioned terms, PURCHASER undertakes to effect payments in DM in any other way at the maturity date of the payments to the Rhein-Ruhr Bank AG, Duisburg, Rheinisch-Westfaelische Bank, Duisburg, and Bankverein Westdeutschland AG Dusseldorf respectively.

4. The LUMP SUM PRICE in foreign exchange referred to in paragraph 1 will be increased by the cost in foreign exchange of constructing the LPG production unit (Section 300), should the procurement of the ne-

cessary material and equipment and the construction of this section of the Refinery be entrusted to CONTRACTOR.

The foreign exchange cost of Section 300 of the Refinery will be paid to CONTRACTOR in accordance with articles 5, 18, and 19 of the present Agreement. The relation between D-Mark and US dollar will be fixed on the basis of the official rate of exchange of the D-Mark to the US dollar, if and when it is agreed to entrust the construction of Section 300 to CONTRACTOR.

5. The foreign exchange LUMP SUM PRICE has been calculated for the erection of the Refinery on the plot indicated on the map for the Refinery Site, attached to this Agreement in Annex II, with the letters J.K.L. and M.

If in consequence of further studies the location indicated on that map by letters N.O.G.H.P. and Q. should be chosen for the erection of the refinery, the length of the pipe lines to the Refinery for cooling water and fire water, as well as the cable for power and lighting, will be increased by about 240 meters, and the foreign exchange cost for the required additional material including erection, will increase the foreign exchange LUMP SUM PRICE to some extent to be agreed upon.

6. The foreign exchange LUMP SUM PRICE includes the cost of material for a 12" pipe line from the Site of the Crude Oil Tankage at Megara to the Refinery (Section 1600 D) at a length of 27.500 meters and at a cost of DM 2.584.100.

Should the final tracing of this pipe line result in an increase or decrease of the length of this pipe line, the cost of material will increase or decrease in direct proportion hereto and the foreign exchange LUMP SUM PRICE shall correspondingly be adjusted. In the same way, the foreign exchange cost of erection shall be adjusted in accordance with the decrease or increase of this pipe line, but in this case, adjustment shall be made with a factor of 0.5 times the percent increase or decrease in the length of the pipe line, provided that the increase or decrease of the pipe line shall not essentially exceed 10 percent.

In the event of a substantial increase or decrease in the length of the pipe line, then the parties will mutually agree on an eventual revision of this factor.

Article 18.

1. PURCHASER is obligated to pay to CONTRACTOR as advance payment on the agreed total foreign exchange LUMP SUM PRICE specified in article 17 of this Agreement, 15 o/o thereof, i. e. the sum of DM 7.486.425., (seven million four-hundred and eighty-six thousand four-hundred and twenty-five D-Mark), equals US \$ 1.782.482.14 (one million seven-hundred and eighty-two thousand four-hundred and eighty-two 14/100 US dollars), within a time limit of ten (10) days from the enforcement of this Agreement and against the deposit by CONTRACTOR of a letter of guarantee of the Rhein-Ruhr Bank AG, Duisburg, valid for a period of nineteen (19) months from the enforcement of this Agreement in an amount equal to the above mentioned advance payment. The validity of the letter of guarantee shall be extended, if necessary, to the date of seventeen (17) months from the date of approval

of plot plans and flow sheets, which date is specified in paragraph 5 of article 6 of this Agreement.

A draft of that letter of guarantee is attached hereto, and shall form an integral part of this Agreement.

By the above letter of guarantee, the guarantor bank shall assume the obligation to pay that amount in favor of the Greek Government as PURCHASER into a blocked account with the Bank of Greece, if the guarantor bank is notified in writing by the Greek Government that a value of material corresponding to the amount of this letter of guarantee has not been delivered at a Greek port within a time limit of sixteen (16) months from the date of approval of plot plans and flow sheets. This amount, however, shall remain blocked until a decision of the Arbitration Court in accordance with the next following subparagraph has been issued and notified to the parties. The value of the material arrived at a Greek port shall be established in accordance with paragraph 6, article 7 of this Agreement. The Arbitration Court, on request of CONTRACTOR or PURCHASER, shall decide that the amount paid into the above mentioned blocked account shall be refunded to CONTRACTOR, if the Court finds that CONTRACTOR is not to be held responsible for the delayed arrival of material and equipment of the respective value at a Greek port, or the Court shall decide that the said amount shall be released to PURCHASER.

The said letter of guarantee shall be returned to the guarantor bank as soon as the value of equipment, spare parts, and other material arrived in Greece, determined in accordance with article 7, paragraph 6 of this Agreement, has exceeded 15 o/o of the agreed total foreign exchange LUMP SUM PRICE.

2. The remaining balance of 85 percent. of the foreign exchange LUMP SUM PRICE, representing an amount of DM 42,423,075. (forty two million four-hundred and twenty-three thousand seventy-five D-Marks) equal US \$ 10,100,732.14 (ten million one-hundred thousand seven hundred and thirty-two 14/100 US-dollars) shall be paid in eight (8) equal instalments in accordance with the following payment schedule:

Amount in DM	o/o of LUMP SUM PRICE	Payable the following number of months after the date of enforcement of the agreement.
5.302.884	10.625	26
5.302.884	10.625	38
5.302.884	10.625	50
5.302.884	10.625	60
5.302.884	10.625	74
5.302.884	10.625	86
5.302.884	10.625	98
5.302.887	10.625	110

Against the letter of guarantee deposited by CONTRACTOR with PURCHASER in accordance with article 14 of this Agreement, PURCHASER shall hand over to the Bank of Greece the following treasury bonds issued by the Greek Minister of Finance to the order of FRIED. KRUPP, MASCHINEN- and STAHLBAU, RHEINHAUSEN, and STAHLUNION-EXPORT G. m. b. H., DUESSELDORF:

Treasury Bonds to the order of KRUPP, payable at the Rhein-Ruhr Bank, AG Duisburg	Treasury Bonds to the order of STAHLUNION-EXPORT, payable at the Bankverein Westdeutschland AG, Duesseldorf	Total Amount of Bonds	% of total LUMP-SUM PRICE	Falling due.... months from date of enforcement of this Agreement
10 à 371.202	10 à 159.086	5.302.880	10.625	26
10 à 371.202	10 à 159.086	5.302.880	10.625	38
10 à 371.202	10 à 159.086	5.302.880	10.625	50
10 à 371.202	10 à 159.086	5.302.880	10.625	60
10 à 371.202	10 à 159.086	5.302.880	10.625	74
10 à 371.202	10 à 159.086	5.302.880	10.625	86
10 à 371.202	10 à 159.086	5.302.880	10.625	98
1 à 218.375	1 à 93.590	)		
1 à 133.665	1 à 57.285	)		
2 à 385.000	2 à 165.000	)		
2 à 217.000	2 à 93.000	)	5.302.915	110
2 à 122.500	2 à 52.500	)		
3 à 637.000	3 à 273.000	)		
		42.423.075		

The above mentioned bonds will be accompanied by irrevocable instructions of PURCHASER to the Bank of Greece to hand over the bonds so deposited.

I. to Rhein-Ruhr Bank AG, Duisburg, in favour of FRIED KRUPP, Maschinen- und Stahlbau Rheinhausen.

II. to Bankverein Westdeutschland AG, Duesseldorf in favour of Stahlunion — Export G. m. b. H., Duesseldorf according to the following schedule :

(a) Bonds falling due at the months, specified below, from the date of enforcement of this Agreement at the time of receipt of the percentages of the value of equipment, parts and other material, specified below :

26 months	17 o/o
38 »	33 o/o
50 »	50 o/o
60 »	66 o/o
74 »	84 o/o
86 »	100 o/o

The value of each partial shipment will be evidenced by the shipping documents, one set of which to be presented to the Bank of Greece by CONTRACTOR. The set of such documents consists of :

proforma invoices,
bills of loading,
railway receipts,
or other similar documents

and customs certificates that the material mentioned in the bill of loading has arrived in Greece.

The Bank of Greece, on the basis of the proforma invoices will keep account of the amounts of material and equipment arrived in Greece and will according to above schedule hand to CONTRACTOR the respective bonds specified in the list of this para. a) not later than 15 days as from the date of submission by CONTRACTOR to the Bank of Greece of the custom certificate and the above documents which, together

with the preceding shipments, will cover the respective percentage of the LUMP SUM PRICE as specified above. The customs authorities are obligated to issue the certificate of arrival of material in Greece within three (3) days from the arrival of the ship in the Greek harbour.

It is agreed between PURCHASER and CONTRACTOR that the amounts of the proforma invoices will be established according to the same procedure as specified in Article 7, Paragraph 6, of this Agreement for the calculation of the value of the material arrived in Greece. In accordance with this procedure, CONTRACTOR shall have received at the time when all material has arrived in Greece a total of 80 o/o of the foreign exchange LUMP SUM PRICE covered by 15 o/o advance payment and 65 o/o in bonds handed over in accordance with the mechanism specified above.

It is further agreed between PURCHASER and CONTRACTOR that not later than fifteen (15) days after the date of submission by CONTRACTOR to the Bank of Greece of the certificate of arrival of the material in Greece, the Bank of Greece shall automatically credit the amount of the proforma invoice to CONTRACTOR's account and automatically hand over to CONTRACTOR the respective bonds, as soon as the credit has reached the percentages of the value of equipment as specified above. PURCHASER, however, reserves the right to establish whether the value of equipment corresponds to the value as calculated in accordance with Article 7, Paragraph 6. In the event that PURCHASER should arrive, in cooperation with CONTRACTOR, at a difference in value, this difference will automatically be taken into consideration by the Bank of Greece in accounting the subsequent invoices.

The total amount of all invoices established in accordance with paragraph 6 of Article 7 of this Agreement shall not exceed the agreed LUMP SUM PRICE.

The bonds will be handed to CONTRACTOR against bank guarantees, covering 10 o/o of the respective

bonds, these bank guarantees to be returned in accordance with the procedure of the following subparagraph (b) as soon as erection is completed. A draft of such a bank guarantee is attached hereto and shall form an integral part of this Agreement.

b) Bonds covering a further 10 percent of the foreign exchange LUMP SUM PRICE and falling due 98 months after enforcement of this Agreement, shall be handed to CONTRACTOR not later than ten (10) days after the specified date of completion of the erection of the Refinery in accordance with Article 10, Paragraph 2, last subsection.

c) The last instalment payment of 10 o/o of the foreign exchange LUMP SUM PRICE falling due 110 months after enforcement of this Agreement, is sub-

divided and allocated on the various parts of the Refinery in accordance with Article 12, Paragraph 7 of this Agreement, and shall be handed to CONTRACTOR as soon as the respective parts have been successfully put into operation and have met the performance guarantee.

In accordance with the foregoing, the bonds shall be handed to CONTRACTOR when the following sections have been accepted and the catalyst to be supplied in accordance with Article 2, Paragraph 1, of this Agreement, has been received by PURCHASER. To adjust the value of bonds to cover 90 o/o of the foreign exchange LUMP SUM PRICE, bonds amounting to 0.625 o/o of the LUMP SUM PRICE shall be paid at the date of completion of erection of the Refinery and are included in the following payment schedule:

Number of bonds.	Amount of each bond DM	Total amount DM	Beneficiary	To be handed over :
1	218.375	218.375	KRUPP	at the date of completion of erection
1	93.590	93.590	St. —E	
1	133.665	133.665	KRUPP	when the catalyst fillings have been received.
1	57.285	57.285	St. —E	
2	385.000	770.000	KRUPP	when sections 700 and 1600 C have been accepted.
2	165.000	330.000	St. —E	
2	217.000	434.000	KRUPP	when section 1000 has been accepted.
2	93.000	186.000	St. —E	
2	122.500	245.000	KRUPP	when section 1600 D has been accepted.
2	52.500	105.000	St. —E	
3	637.000	1.911.000	KRUPP	when the processing units have been accepted.
3	273.000	819.000	St. —E	
		<u>5.302.915</u>		

3. Together with each instalment, PURCHASER shall pay to CONTRACTOR the interest, simple and not compound, calculated on the balance of capital due from the date of repayment of the preceding instalment to the day preceding the payment of the next instalment.

4. The interest, simple and not compound, payable together with the first instalment, shall be computed on the value, calculated in accordance with Article 7, Paragraph 6 of the present Agreement, of such individual items of machinery or equipment imported in Greece, after deduction of 15 o/o thereof, and shall begin to accrue four (4) weeks before the date of arrival of such machinery and equipment in Greece to the day preceding the payment of the first instalment.

5. Together with the first instalment referred to in Paragraph 2 of the present Article, PURCHASER agrees to pay CONTRACTOR the cost of the Hermes guarantee as substantiated by relevant certificate of the said insurance company, plus interest from the date of the said certificate to the day preceding the payment of the first instalment.

6. As soon as the law ratifying the present Agreement has been promulgated, PURCHASER shall deliver to CONTRACTOR a letter of guarantee of the Bank of Greece by which the said bank will guarantee the fulfilment by the Greek Government of the obligations assumed by the Greek Government in accordance with the terms and conditions of the present Agreement regarding the payment in D-Marks, and the transfer

of the sums falling due not later than ten (10) days from the date on which each bond falls due, to the credit of the German banks, where also the bonds accepted under this Agreement will be domiciliated. Furthermore, PURCHASER will instruct the Bank of Greece to confirm to CONTRACTOR that the Bank of Greece has received all bonds and the irrevocable instruction as per Paragraph 1 of this Article and undertakes to act in accordance with such instructions.

7. PURCHASER has the right to pay any part or whole of the remaining balance of the LUMP SUM PRICE and the cost of the Hermes guarantee earlier than the dates fixed by this Agreement. In such case, PURCHASER shall be exempted from the payment of interest according to Article 19 which have not accrued on the sums thus paid, and the resulting reduction in the cost of the Hermes guarantee, as per Article 18, Paragraph 5 shall be deducted from such payment.

8. Should the transfer of payment not be effected within the above time limit of ten (10) days, PURCHASER shall pay the interest charged by the German Banks on the instalment due.

9. In the event that the date of completion of erection, as specified in Article 10, paragraph 2, should be earlier than 26 months after the enforcement of this Agreement, then, as a premium to CONTRACTOR, the first instalment payment shall become due on the respective date of completion and the payment anniversaries shall be correspondingly adjusted.

INTEREST

Article 19.

The interest on the instalments payable in accordance with the preceding Article, is fixed at the rate of five and a half percent (5.5 o/o). Such rate is based on the present interest rate of the «Bank deutscher Länder» of three percent (3 o/o) plus a fixed interest charge of two and a half percent (2.5 o/o). Should during the period of validity of the present Agreement any change, either increase or reduction of the rate of interest of the above German bank occur, the total interest of five and a half percent (5.5 o/o) shall be modified to correspond with the change in the rate of interest of the above German bank as from the date of such change, the fixed interest charge of two and a half percent (2.5 o/o) remaining unchanged, until full repayment of the agreed foreign exchange LUMP SUM PRICE and the cost of the Hermes guarantee.

EXPENSES IN DRACHMAE

Article 20.

The expenses in Drachmae cover the following items and all such expenses shall be borne by PURCHASER :

(a) Transportation expenses for all the machinery, parts and equipment in general, imported from abroad, from unloading point to the Refinery Site and Site of Crude Oil Tankage, including unloading expenses from the ship.

b) Wages of the Greek skilled and unskilled workers and other personnel employed by CONTRACTOR in Greece, which are not paid by Greek subcontractors.

c) Cost of work executed by Greek subcontractors.

d) Costs of material supplied in Greece and of services for the erection of the Refinery which are not included in the agreed foreign exchange LUMP SUM PRICE.

e) Cost of iron constructions and parts of secondary nature, to be manufactured in Greek factories in accordance with Paragraph 8 of Article 7 of the present Agreement.

f) Cost of painting.

g) Living allowances payable by CONTRACTOR to the foreign erection and supervisory personnel during their stay in Greece and up to the time when the test runs of the Refinery have been completed. The rate of living allowances has been agreed upon at the equivalent in Drachmae of \$ 11.— per day for the erection personnel and \$ 13.— per day for the supervisory and administrative personnel.

The total amount of living allowances shall not exceed the equivalent in Drachmae of DM 3.000.000.— (three million D-Marks). If this amount should prove not to be adequate, PURCHASER agrees to increase it, if according to its judgement, justified by increased requirements.

h) Cost of installation and furnishing of central office in Athens and field offices and canteens of CONTRACTOR at Refinery Site.

i) Monthly expenses of CONTRACTOR's office in Greece for rent, cleaning, heating, electricity, water telephone, telegrams, cables and stamps, stationery, transport expenses, etc. as required for the execution of the project. For some of these expenses, a monthly amount on a LUMP SUM basis may be fixed by PURCHASER.

j) Cost of reasonable transportation of CONTRACTOR's foreign erection supervisory personnel in Greece

in connection with the performance of their work under this Agreement.

k) Any other costs in Drachmae connected with the erection work in Greece which are not included in the foreign exchange LUMP SUM PRICE and which in accordance with the intent of this Agreement should be borne by PURCHASER. Any of such costs shall be paid only after prior approval of PURCHASER.

Article 21.

1. Any expenditure incurred in Drachmae by CONTRACTOR regarding the procurement or renting of machinery, tools and materials, or the execution of technical works in general, for the erection and initial operation of the Refinery, is subject to the approval of PURCHASER before CONTRACTOR undertakes any obligation whatever in respect thereof, with the exception specified below.

In urgent cases CONTRACTOR may proceed with procurements or with the execution of works related to the installation and initial operation of the Refinery without prior approval of PURCHASER and by rendering subsequent account of actual expenses, provided that the expense for such procurement or work in each individual case does not exceed Drachmae twenty-five thousand (25.000.— Dr).

2. The same prior approval of Drachmae expenses as above is also required for the employment by CONTRACTOR of Greek personnel of any category, whether employees or skilled and unskilled workmen, if the expense for the employment of such personnel is not included in a section of the project for the cost of which an approval has already been granted by PURCHASER.

3. To comply with the provisions of the above paragraphs, CONTRACTOR is obliged to submit to PURCHASER in time (so that there may be the necessary time for effecting any possible economy) a written request for approval of the intended expenditure and at the same time to supply any necessary description and detail regarding the projected procurement or hiring of material or services or the execution of technical works and suggest what he considers to be the most appropriate and economical way of achieving the purpose in view.

Where necessary, such requests shall be accompanied by drawings, designs, estimates, and specifications.

4. The above request may cover more than one item of material or services to be procured or hired or of works to be executed, and may be in respect of a complete section of work to be executed or a determined period of time.

5. PURCHASER is obligated to approve, modify or reject the CONTRACTOR's request as soon as possible, bearing in mind the necessity for the speedy execution of the work.

Should PURCHASER fail to reply within eight (8) days from receipt of CONTRACTOR's request, such request shall be considered to have been tacitly approved and CONTRACTOR will have the right to incur the relevant expenditure without PURCHASER's approval.

Should CONTRACTOR's request be rejected or modified, CONTRACTOR may submit his objections and reasons therefor to the Ministers of Coordination and Finance, whose decision shall be issued within five (5) days and shall be binding on CONTRACTOR. Failing the issue of a decision within the above time limit, CONTRACTOR's view is considered as having been accepted.

6. PURCHASER may issue regulations establishing in all necessary detail the procedure for the appro-

val and payment of Drachmae expenses and the vouchers to be submitted to PURCHASER, as well as the procedure for biddings, the cases where such biddings are necessary and the manner of approval of the results thereof. These regulations, however, shall be governed by the respective provisions of this Agreement, and shall be established in full consideration of the necessity for a speedy completion of the erection of the Refinery.

7. The Drachmae expenses of the officers of the companies constituting CONTRACTOR, shall not be borne by PURCHASER and cannot be paid out of the Drachmae account, referred to in Article 22 of the present Agreement.

Article 22

1. PURCHASER shall open a special account in Drachmae with the Bank of Greece under the title «Oil Refinery, Drachmae Expenses Account—Agreement.....» in the name of CONTRACTOR, for the Drachmae expenses incurred by CONTRACTOR in Greece which are to be borne by PURCHASER, as specified in Article 20 of the present Agreement.

2. The sum to be initially deposited to the credit of the above account by PURCHASER is fixed at drachmae six million (6,000,000). This sum shall be deposited within ten (10) days from the submission of CONTRACTOR's relevant request to PURCHASER. The further replenishment of the above account by PURCHASER will be effected at monthly intervals, or earlier on special request by CONTRACTOR because of special circumstances in accordance with the following procedure.

a) The above account will serve for payments by CONTRACTOR of drachmae expenses which are to be borne by PURCHASER in accordance with the conditions of the present Agreement, the payment of any other expense which is not to be borne by PURCHASER being excluded.

b) Any payment effected by CONTRACTOR out of the above account shall be fully substantiated by vouchers to be kept by CONTRACTOR. PURCHASER will specify the vouchers and other documents to be kept by CONTRACTOR for each category of expenditure for the approval of such payments by PURCHASER.

c) PURCHASER shall carry out a complete and continuous audit of the expenses incurred by CONTRACTOR in accordance with the conditions of the present Agreement, and of the payments effected out of the above account. CONTRACTOR shall hold at PURCHASER's disposal at any moment for the carrying out of the audit by the latter's employees, all accountancy books, vouchers and other documents, kept by CONTRACTOR, substantiating the expenses incurred by it.

d) Any payments not substantiated by vouchers as required by PURCHASER, and any expenses incurred by CONTRACTOR which are not conform with the conditions of the present Agreement shall be borne by CONTRACTOR.

e) On the fifteenth day of each month, or whenever necessary, CONTRACTOR shall submit to PURCHASER an estimate of its expenses for the following month, such estimate to be analysed by categories of expenses, such estimate to be increased by an amount adequate to cover contingencies, and shall inform PURCHASER of the estimated unutilized balance of the above mentioned account as of the beginning of the month covered by the said estimate and of its estimated requirement for that month. Together with the above estimate, CONTRACTOR shall submit a statement of account showing the expenses

incurred during the preceding month, analysed by categories, together with a progress report regarding the work executed to that date. PURCHASER shall specify the form in which the above are to be submitted.

f) PURCHASER, after reviewing the above data, and within a time limit of eight (8) days, shall deposit to the credit of the CONTRACTOR's account with the Bank of Greece referred to in the preceding paragraphs the necessary drachmae amount to enable CONTRACTOR to continue drachmae payments.

3. Upon completion of the performance tests of the Refinery, CONTRACTOR shall refund to PURCHASER the unutilized balance of the above mentioned account, as established by the audit to be carried out by the PURCHASER's employees.

Article 23.

1. PURCHASER is obligated to compensate CONTRACTOR in case of delays in the erection of the Refinery if such delays are exclusively due to the fault of PURCHASER or its employees. In such a case, the compensation consists of the expenses of CONTRACTOR for remunerations of its foreign personnel in Greece including the living allowances.

2. In the event of delays in Greece, which are not exclusively due to the fault of CONTRACTOR, PURCHASER will carry the living allowances of CONTRACTOR's foreign personnel for the time of such delays, irrespective if such amounts will exceed the maximum amount for living expenses specified in paragraph (g) of article 20.

3. CONTRACTOR will ensure the completion schedule of work assigned to Greek subcontractors by guarantees to be given by the subcontractors covered by penalties for the time of delay.

From the above penalties to be collected, CONTRACTOR is entitled to deduct an amount covering the remunerations of its foreign personnel for the time of the delay, and CONTRACTOR shall deposit any eventual balance into the account provided for in Article 22 of this Agreement with the Bank of Greece.

PURCHASER shall ensure the transfer into D—Marks of the above amount, deducted by CONTRACTOR for the remunerations of CONTRACTOR's personnel.

INSPECTIONS, ACCOUNTANCY BOOKS, VOUCHERS AND AUDITS

Article 24.

1. PURCHASER has the right, without interfering with the execution of the work, to inspect and control, by its authorized employees or representatives, all the material utilized for the project and all erection work executed by CONTRACTOR or its subcontractors, at any time and place, before during or after construction, as well as during the period of construction of the Refinery or after completion, and the cost of such inspection shall be borne by PURCHASER.

2. CONTRACTOR is obliged to institute and organize a complete accountancy service to enable PURCHASER to control the administration of money and material, and to determine the construction cost of individual units and the total cost of the project.

3. PURCHASER has the right to determine the analysis of construction cost required by it with which CONTRACTOR shall comply, as well as the accountancy books, vouchers, and other data, which must be kept by CONTRACTOR. After completion of the

construction of the Refinery, CONTRACTOR is obliged to deliver to PURCHASER all pertinent accountancy books, vouchers, and data concerning PURCHASER and kept by CONTRACTOR during the execution of the work.

PURCHASER has the right at any time during office hours to inspect and audit by its employees or representatives the accountancy books and other vouchers kept by CONTRACTOR and concerning PURCHASER.

TAXATION EXEMPTIONS AND FACILITIES

Article 25.

1. All payments by PURCHASER to CONTRACTOR under the present Agreement are exempt from any taxes, duties, stamp duties, fees, or deductions of any kind and from any other charges, which now or hereafter may be imposed thereon in Greece.

2. CONTRACTOR is exempt from any import duties, taxes, stamp duties, fees, deductions of any kind or other charges, which now or hereafter may be imposed on imports of any machinery, equipment, tools, or material for the execution of this project covered by the present Agreement.

3. PURCHASER within thirty (30) days after the execution of this Agreement, is obligated to enforce a procedure for the clearing of all material for the project covered by the present Agreement, ensuring the receipt of such material by CONTRACTOR at the Refinery Site or at the Site of Crude Oil Tankage within a maximum time limit of eight (8) days from the date of unloading at Piraeus or other point of entry.

4. The living allowances payable in Drachmae to the foreign personnel are exempt from any taxes, duties, stamp duties, or any other deduction now in force or which may hereafter be imposed in Greece.

5. CONTRACTOR and/or its foreign employees shall be exempt from any and all taxation, charges, fees, and other withholdings for the benefit of the Government of the Kingdom of Greece or any entities of public law, municipalities and communities, and from all export or import duties on household goods, automobiles and other personal property of CONTRACTOR and/or its foreign employees for their use while staying in Greece with the exception of foodstuffs and beverages.

6. PURCHASER shall refund to CONTRACTOR any sum which CONTRACTOR might pay for turnover tax, stamp duty, or other consumption taxes or charges on any material, procured by CONTRACTOR in Greece, which CONTRACTOR was originally obliged to import from abroad, and the cost of which was originally included in the agreed foreign exchange LUMP SUM PRICE, should such material be procured in Greece.

7. Within forty-five (45) days from the date of enforcement of the present Agreement PURCHASER shall establish the necessary procedure for the granting of import licenses for machinery, equipment, tools and material from abroad. PURCHASER shall also establish the procedure to be followed for the granting of permits for arrival, sojourn and work in Greece of the foreign personnel directly or indirectly connected with the execution of the work, which procedure is necessary for general security reasons in accordance with the relevant Greek legislation, and shall afford CONTRACTOR every relevant facility.

8. PURCHASER, on being advised by CONTRACTOR that the execution of the work is delayed owing

to existing restrictions deriving from regulations, orders, formalities, or other action on the part of public authorities affecting the execution and progress of the work, shall take the necessary steps for lifting any such restrictions.

LAWS APPLICABLE TO THE EXECUTION OF THE PROJECT

Article 26.

1. During the execution of the project covered by this Agreement, CONTRACTOR shall comply with the Greek laws in force and those of the labor laws which concern the security of working personnel.

CONTRACTOR is exempt from any obligation deriving from the existing labor laws regarding the engagement and dismissal of workmen and employees and the protection of war veterans or reservists, and from any provisions of labor laws in general regarding the protection of special categories of workmen and employees.

PURCHASER undertakes to have all necessary decisions of the Ministry of Labor issued allowing work to be carried out over and above the regular hours of work and on Sundays and holidays for the construction of the Refinery.

2. All persons employed by CONTRACTOR in Greece shall be approved as regards security, by the competent Greek public authorities. PURCHASER has the right not to grant such approval or to ask for the dismissal, for reasons of security of any person employed by CONTRACTOR or its subcontractors.

NON-WAIVER OF DEFAULTS

Article 27

Any failure by PURCHASER or CONTRACTOR to require the strict keeping and performance of any of the terms and conditions of this Agreement, shall not constitute a waiver or modification of such terms and conditions in any way, nor of the right of such party to avail itself of such remedies as it may have for any breach of such terms or conditions.

PROTECTION OF CONTRACTOR'S TECHNICAL INFORMATION

Article 28

PURCHASER agrees that all drawings, specifications, and other data furnished by CONTRACTOR to PURCHASER under this Agreement will be used solely for the erection, maintenance, repair and operation of the refinery, and cannot be used for the construction of any other refinery, and will not be divulged to third parties without prior written permission of CONTRACTOR.

PATENTS

Article 29

On all essential parts of equipment, not conventional material, CONTRACTOR shall endeavor to obtain from the respective vendors written declarations relieving PURCHASER from any responsibility or obligation to compensate any third party claiming to have patent rights on such equipment, and giving up any right of such vendors to sue PURCHASER, should any claims based on patent rights be made against them.

CONTRACTOR is also obliged to request and obtain from the respective vendors of materials and

apparata, to the extent possible, written statements to protect PURCHASER and CONTRACTOR against suits based on claims that such materials or apparata infringe upon letters patent under which PURCHASER is not licensed.

CONTRACTOR shall not be liable for damages or loss resulting from infringement of any patent covering materials or apparata, supplied to PURCHASER under this Agreement.

CONTRACTOR states that except for equipment and processes on which licence agreements have been or will be reached, the other equipment and processes of the Refinery, to the best of its knowledge, do not infringe patent rights and that no claims for infringement of patent rights for equipment and processes similar to those to be supplied for the Refinery covered by the present Agreement have been brought to its attention. In the event that any claims because of patent infringement should be raised with respect to the equipment and processes supplied for the Refinery, CONTRACTOR shall assist PURCHASER in the defense against any such claims and supply it with all proofs, data and means at its disposal.

With respect to the desalter, Howe-Baker undertakes such defense as part of its supply contract.

This Article does not have reference to the Atlantic Catalytic Reforming Process, for which patent licenses will be obtained by PURCHASER from ATLANTIC.

TITLE

Article 30

PURCHASER will acquire full title of ownership on the machinery, spare parts and equipment in general, the value of which is included in the cost of the Refinery, as soon as these have been unloaded at a Greek port, with the reservation of the provisions of Article 33, paragraph 7, of the present Agreement. CONTRACTOR is obliged to obtain the necessary ownership titles on the above material and deliver them to PURCHASER. PURCHASER will also acquire the ownership of any work executed or to be executed in connection with the construction of the Refinery.

ASSIGNABILITY

Article 31

1. PURCHASER has, during the period of validity of the present Agreement the right to assign and transfer its rights on the Refinery to a third party, but cannot transfer its obligations towards the CONTRACTOR deriving from the present Agreement, without the written specific approval of CONTRACTOR. CONTRACTOR cannot refuse such approval without serious reasons. Should PURCHASER by agreement entrust the operation of the Refinery to a third party, such third party has the right to review the designs of the Refinery in collaboration with CONTRACTOR and CONSULTANT and to follow up the construction of the Refinery in accordance with the provisions of the present Agreement.

2. CONTRACTOR shall not transfer to a third party its rights or obligations deriving from the present Agreement, or entrust to a third party the execution of the whole of the work without the specific written approval of PURCHASER. Any such transfer without the approval of PURCHASER shall be null and void.

This restriction does not include the endorsement of bills and the transfer of CONTRACTOR's rights emanating from interests due.

FORCE MAJEURE

Article 32

Any delays in or failure of performance by either party under this Agreement, other than the duty to make payments when due, shall be excused if and to the extent caused by occurrences beyond the control of the party affected, including, but not limited to, the enforcement of Government regulations and control, acts of God, strikes, fires, floods, explosions, riots, war rebellion, and sabotage; and CONTRACTOR shall not be held in default hereunder because of delays or interruptions of work occasioned by acts or omissions of PURCHASER or its employees and Greek subcontractors.

Any delays due to theft or breaking of equipment during transport or erection will carry the same provisions as force majeure.

In the event that because of Force majeure arising in Germany, CONTRACTOR is definitely prevented from continuing to fulfil its obligations under this Agreement in the supply of materials and equipment and rendering of services, PURCHASER agrees to make full payments for the material and equipment received in Greece in accordance with the provisions of this Agreement. Should CONTRACTOR have supplied material and equipment for which bonds have not yet been handed to it, PURCHASER shall cover the unpaid balance of the value of this material by handing bonds to CONTRACTOR in the respective amount subdivided into shares with maturity dates corresponding to the dates of annual instalments provided for by this Agreement.

RESPONSIBILITIES OF CONTRACTOR INSURANCES.

Article 33.

1. PURCHASER bears no responsibility for damages caused by the fault of CONTRACTOR or its foreign employees and workmen to property or persons, including CONTRACTOR's personnel, even if such damages occur during the execution of the work under the present Agreement.

CONTRACTOR is obligated to insure against accidents occurring to the foreign personnel working in Greece, whose emoluments in foreign exchange have been included in the agreed foreign exchange LUMP SUM PRICE. The premia and all expenses in general connected with the above insurances shall be paid by CONTRACTOR as part of the agreed foreign exchange LUMP SUM PRICE.

2. With regard to Greek personnel, CONTRACTOR shall obtain insurance against claims resulting from any damages or losses on account of injury to or death of CONTRACTOR's Greek personnel and damages to and loss of their property, and also against any damages to life and property of third parties, caused by CONTRACTOR's Greek personnel. The insurance for CONTRACTOR's Greek personnel will be placed with insurance companies operating in Greece. The premia in Drachmae for the above insurances shall be borne by PURCHASER and shall be paid out of the drachmae account provided for in Article 22 of the present Agreement.

3. To the extent that the erection work is carried out by Greek subcontractors, the responsibility for the insurance against damages to life and property of the subcontractors and their personnel and against damages to life and property, caused by the subcontractors and their personnel to third parties, including

CONTRACTOR and its personnel, and PURCHASER and its personnel, shall be borne by these subcontractors, and the respective insurance fees shall be included in the cost of their contracts. CONTRACTOR is obligated to include in its agreements with subcontractors a clause for the transfer of the above responsibility to the Greek subcontractors.

4. CONTRACTOR's responsibility as regards its Greek personnel and Greek subcontractors and their personnel shall not exceed the amounts covered by and reclaimed from the insurance companies, and PURCHASER will hold CONTRACTOR harmless and defend CONTRACTOR against any claims, demands, and suits brought against CONTRACTOR by its Greek personnel and third parties for damages or accidents caused within the scope of this Agreement by its Greek personnel or Greek subcontractors or their personnel.

5. The application of the foregoing paragraphs 1, 2, 3 and 4 shall be limited to cases arising out of or in connection with the performance of this Agreement.

6. CONTRACTOR shall fully insure all material, equipment and spare parts to be supplied by it in accordance with this Agreement against damages or loss. This insurance, with respect to time, is limited to four weeks after arrival of the material, equipment, and spare parts at the Refinery Site or Site of Crude Oil Tankage. The insurance fees for this period are included in the LUMP SUM PRICE.

In case of damages or losses to such material and equipment, PURCHASER will hand over to CONTRACTOR the pertinent insurance certificate duly endorsed in order to enable CONTRACTOR to cash the amounts of compensation from the insurance company which are required to cover the costs of replacement.

7. CONTRACTOR will insure the material, equipment and spare parts against loss and damages up to the restitution value, as from the expiration of the period of insurance according to the preceding paragraph 6 up to completion of erection of the Refinery with insurance companies operating in Greece.

The insurance fees in Greece shall be borne by PURCHASER, and shall be paid out of the drachmae account provided for in article 22 of the present Agreement.

In the event of any damages to or loss of material, equipment and spare parts, CONTRACTOR is obligated to repair or replace the damaged or lost item of equipment. To the extent that replacements have to be obtained from outside of Greece, PURCHASER undertakes to secure the transfer into D-Marks of the drachmae amounts out of the indemnity payments of the insurance companies.

CONTRACTOR undertakes no liability whatsoever under this provision of this paragraph 7 exceeding the amount covered by and reclaimed from the insurance companies.

8. PURCHASER will have the right to ask for the supply of copies of the relevant insurance policies of insurances placed with insurance companies operating in Greece.

9. PURCHASER is entitled to ask CONTRACTOR not to insure part of the material which, in its judgement, is not subject to the risk of loss or damage. In such case, CONTRACTOR is relieved from any responsibility regarding damage or loss of such material for which PURCHASER has requested exemption from insurance.

10. PURCHASER is entitled to ask CONTRACTOR to exempt from the insurance, as provided for in paragraph 2 and 3 of the present article, certain categories of insurance or the total insurances foreseen. In such cases, CONTRACTOR is relieved from any liability

for claims filed against it by any person or institution resulting from damages and losses of life and property as stipulated in paragraphs 2 and 3 of this article.

11. PURCHASER undertakes to insure the Refinery against all damages and losses from the time of completion of the erection of the Refinery and initial operation on.

ARBITRATION

Article 34.

Any difference, dispute or disagreement arising between the contracting parties out of or relating to the performance of the present Agreement, the interpretation of the conditions thereof and the extent of the rights and obligations of the contracting parties deriving therefrom is settled exclusively by arbitration of three arbitrators in accordance with the following procedure:

The party desiring arbitration shall give to the other party written notice of its desire specifying the questions forming the object of the difference, dispute or disagreement and naming the Arbitrator appointed by it, and shall invite the other party to appoint a second Arbitrator. Within ten (10) days from receipt of such notice, the other party shall give the party desiring arbitration written notice naming the Arbitrator appointed by it. If the second party fails to act within the above time limit, the second Arbitrator is appointed by the President of the International Permanent Tribunal of the Hague on the request of the party desiring arbitration. The arbitrators so appointed shall, within ten (10) days from the communication of the appointment of the second Arbitrator, select by a common agreement a third Arbitrator, who will be the Chairman of the Arbitration Court. All three Arbitrators shall be disinterested in the subject in question and shall be in no way financially interested in this Agreement or in the business affairs of either PURCHASER or CONTRACTOR. In the event that the Arbitrators do not agree on the selection of the third Arbitrator or fail to select him within the above time limit, the third Arbitrator shall be appointed by the President of the International Permanent Tribunal of the Hague on the request of the Arbitrators or of either of them. The Arbitrators shall issue their decision within two months from the notification to the third Arbitrator of his appointment. The above time limit may be extended by common agreement of the contracting parties.

The Arbitrators are not bound by any rules of procedure in carrying out the arbitration. They have the right to examine witnesses, carry out inspections, order the carrying out of expertise and take into consideration any evidence.

Should any of the Arbitrators refuse to continue the arbitration or be prevented from it, he shall be replaced in accordance with the procedure which has been followed for his appointment. In the latter event the time limit for the issue of the arbitration decision shall be suspended during the period from the date on which the difficulty arose, which date will be confirmed by deed signed by the remaining Arbitrators until the replacement of the Arbitrator who refuses to continue the arbitration or is prevented from it. The refusal of any of the Arbitrators to sign the arbitration decision does not cancel the arbitration.

The decision of the Arbitrators is definitive, final and irrevocable and is not subject to any regular or extraordinary means of appeal. No action for its cancellation or appeal against the order of its enforcement are permissible.

The expenses of the arbitration and the fees of the Arbitrators, as determined by the arbitration decision, shall be borne by the defeated party.

LANGUAGE

Article 35.

This Agreement is executed in the Greek and English languages.

VALIDITY OF AGREEMENT

Article 36.

This Agreement, exempted from stamp duties, will be submitted as quickly as possible to the House of Representatives for ratification and the date of promulgation of its ratifying law is determined as date of enforcement and application thereof.

Should the present Agreement not be ratified by the House of Representatives by June 10, 1955, CONTRACTOR is entitled to recede from this Agreement by written notification to PURCHASER.

For the Greek Government For the CONTRACTOR
The Minister of Coordination Hydrocarbon Research,
(Signed) Inc.
P. PAPALIGOURAS F. RINGER

The Minister of Industry Maschinen-und Stahlbau
(Signed) Rheinhausen
A. PROTOPAPADAKIS P. SCHAEFER

Stahlunion-Export GMBH
(Signed)
K. BIRRENBACH
Hydrocarbon Mineraloel GMBH.
(Signed)
H. SAVELSBERG

Letter of guarantee No.....
(referred to in Art. 14)

Between the Greek Government, represented by...
as the Purchaser on the
one hand and a combine of the following companies...
as Contractor on the
other hand an agreement for the construction of a crude
oil refinery has been signed on the.....1955 at a
foreign exchange LUMP SUM PRICE of DM 49,909,500

According to Art. 14 of the said agreement, Contractor has to deposit with Purchaser a letter of guarantee for an amount of DM 4,990,950.—representing 10 o/o of the agreed foreign exchange LUMP SUM PRICE.

In compliance with the above we hereby guarantee an amount up to DM 4,990,950.0 as security for the fulfillment by Contractor of his obligations undertaken in the above agreement until it has been ascertained by Purchaser that the value of machinery, parts and other equipment arriving in Greece exceeds 50 o/o of the total foreign exchange LUMP SUM PRICE calculated in accordance with the provisions of Art. 7 Para. 6 of the said agreement.

Payment to the extent of the above amount or any share thereof at Purchaser's discretion will be made to the Bank of Greece in favor of Purchaser, if Purchaser notifies us in writing that Contractor is in default of conditions of the said agreement of essential character in carrying through the said project.

This letter of guarantee shall be returned to us as soon as it has been ascertained by Purchaser that the value of machinery, parts and other equipment arriving in Greece has reached 51 % of the above foreign exchange LUMP SUM PRICE, calculated in accordance with the provisions of Art. 7 Para 6 of the said agreement. It expires, however, not later than the..... (21 months from the date of enforcement of the said agreement).

Contractor, however, has undertaken the obligation to extend the validity of the letter of guarantee, if necessary, to the date of 19 months from the date of approval of plot plans and flow sheets, which date is specified in Para 6 of Art. 5 of the said Agreement, and we hereby undertake to accordingly extend the validity of this letter of guarantee, if necessary.

We hold General Licence No..... of Bank deutscher Lander, Frankfurt Main for the issue of this guarantee.

In case of claim under this guarantee payment will be effected in accordance with the prevailing payment regulations as agreed between Greece and the Federal Republic of Germany.

Duisburg1955 RHEIN-RUHR
BANK AG

Letter of advance payment guarantee No.....
(Referred to in Art. 18, Para 1[1])

Between the Greek Government as Purchaser on the one hand and the combine of the following companies:

Hydrocarbon Research Inc., New York
Hydrocarbon Mineraloel GmbH, Duesseldorf
Krupp Maschinen und Stahlbau, Rheinhausen
Stahlunion-Export GmbH, Duesseldorf
as Contractor

on the other hand an Agreement for the construction of a crude oil refinery has been signed on the.....1955 at a foreign exchange LUMP SUM PRICE of DM 49,909,500.

According to Art. 18, Para 1 of the said Agreement Purchaser has to pay to Contractor an advance of DM....., representing 15 o/o of the agreed foreign exchange LUMP SUM PRICE against the deposit of a letter of guarantee in an amount equal to the above mentioned advance payment.

In compliance with the above we hereby guarantee an amount up to

DM 7.486.425

assuming the obligation to pay that amount into a blocked account in favor of the Greek Government as Purchaser with the Bank of Greece, if we are notified in writing by the Greek Government, that material of a value corresponding to the amount of this letter of guarantee has not been delivered at a Greek port within a time limit of 16 months from the date of approval of plot plans and flow sheets, which date is specified in Para 5 of Article 6 of the said Agreement. This amount, however, shall remain blocked until a decision of the arbitration court in accordance with the next following subparagraph has been issued and notified to the parties. The value of the material arrived at a Greek port shall be established in accordance with Para 6 of Article 7 of the said Agreement.

The Arbitration Court, on request of Contractor or Purchaser, shall decide that the amount paid in the above mentioned blocked account shall be refunded to Contractor, if the Court finds that the Contractor is not to be held responsible for the delayed arrival of the material of the respective value at a Greek port, or the Court shall decide that the said amount shall be released to Purchaser.

This letter of guarantee shall be returned to us as soon as the value of equipment, spare parts and other material arriving in Greece, determined in accordance with Art. 7, Para 6 of the said agreement, has reached 16 0/0 of the agreed total foreign exchange LUMP SUM PRICE. It expires, however, not later than the...19... (19 months from the enforcement of the Agreement)

We hold General Licence No.... of Bank deutscher Lander, Frankfurt/Main, for the issue of this guarantee.

In case of claim under this guarantee, payment will be effected in accordance with the prevailing payment regulations as agreed between the Kingdom of Greece and the Federal Republic of Germany. Duisburg,.....19...

RHEIN-RUHR BANK AG.

Letter of guarantee No.....
(Referred to in Art. 18, § 2 a)

Between the Greek Government as Purchaser on the one hand and the combine of the following companies....on the other hand, an Agreement for the construction of a crude oil refinery has been signed on the...1955 at a foreign exchange LUMP SUM PRICE of DM 49.909.500.

According to Art. 18, § 2a of the said Agreement, bonds of a total amount of DM... falling due... months from date of enforcement of the said Agreement shall be handed over to Contractor at the time of receipt of...0/0 of the value of equipment, parts and other material, against a letter of guarantee in an amount of 10 % of the respective bonds.

In compliance with the above, we hereby guarantee an amount up to

DM....

assuming the obligation of returning to the Greek Government as Purchaser 10 % of the above bonds or in the event of the impossibility of returning 10 % of the above bonds we shall hand over to Purchaser bills accepted by us or promissory notes issued by us of the same maturities and percentages of the amounts of the bonds in question, should by the Arbitration Court as provided for in Art. 34 of the said Agreement, Contractor be declared as having defaulted.

This letter of guarantee shall be returned to us as soon as the erection is completed according to the procedure sub(b) of § 2 of Art. 18 of the said Agreement. It expires, however, not later than...19... (27 months from the date of approval of plot plans and flow sheets, as specified in Art. 6 § 5).

We hold General Licence No... of Bank deutscher Lander, Frankfurt/Main for the issue of this guarantee. Duisburg,.....1955 RHEIN-RUHR BANK AG

Draft of letter of guarantee of the Bank of Greece. To Messrs :

1. Fried, Krupp Maschinen und Stahlbau, Rheinhafen and 2. Stahlunion-Export GmbH, Duesseldorf.

We have acquainted ourselves with the Agreement which has been concluded on.....between the Greek Government as Purchaser and yourselves as Contractor, for the construction of an oil refinery in Greece, ratified by law, and the terms thereof as well as that the LUMP SUM PRICE amounts in German Marks toplus the Hermes guarantee and interests, and these payable in accordance with terms 18, 17 19 and 32 of the above Agreement..

We are authorized by the above law, and we certify that the Greek State delivered to-day the following bonds issued by the Ministry of Finance of Greece and to your order as follows:

a) to the order of Krupp

No..... DM maturity

b) to the order of Stahlunion

No..... DM maturity

Also we received an irrevocable instruction of the Greek State to hand over the above bonds to the Bank... on behalf of Krupp and to the Bank... on behalf of Stahlunion in accordance with the terms of the above Agreement, and following previous submission to us of the justificatory documents and Bank letters of guarantee provided by that Agreement.

We irrevocably guarantee the execution of the above, and that the handing over of the above bonds to the Banks shall be each time accompanied by a letter of us mentioning the numbers of bonds, the amount of each, the maturity, the Bank where they are payable and the order to whom the bonds have been issued.

We guarantee moreover in case you have notified in writing to us that Purchaser has not effected payment and transfer to the above banks of the amounts of the bonds due within 10 days from the dates due, payment and transfer of the respective amounts will be made by us in D-Marks.

It is understood that this guarantee includes payment and transfer in D-Marks of the interests due and the cost of the Hermes guarantee plus interest in compliance with conditions of the said agreement.

The payments of the corresponding amounts to you will be effected in accordance with the agreement each time in force between the Kingdom of Greece and the German Federal Republic in respect of trade and payments; in case the Greek-German payment agreement should not be in force at the time of maturity of the above mentioned items, or the operation should not be possible under that agreement, we undertake to effect payment in D-Marks in any other way.

This guarantee becomes null and void after the full payments of the due sums including interest have been effected and transferred.

Athens, 19... Bank of Greece

"Άρθρον 7.

Τὸ κείμενον τῆς ἡν ἐξουσιοδοτοῦνται οἱ Ὑπουργοὶ Συντονισμοῦ καὶ Βιομηχανίας νὰ υπογράψωσι μετὰ τῆς Ἑταιρείας ATLANTIC Συμβάσεως κατὰ τὰ ἐν ἄρθρῳ 2 ὁριζόμενα ἔχει οὕτω :

ΣΥΜΒΑΣΙΣ

Ἐν Ἀθήναις σήμερον τὴν

μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου, ἐκπροσωπούμενου ἐν προκειμένῳ διὰ τὴν υπογραφὴν τῆς παρουσίας συμβάσεως ὑπὸ τῶν Ὑπουργῶν 1) Συντονισμοῦ κ. Π. Παπαληγόρου καὶ 2) Βιομηχανίας κ. Α. Πρωτοπαπαδάκη, ἐξουσιοδοτηθέντων πρὸς τοῦτο δυνάμει τῆς ὑπ' ἀριθ. 247/29-1-55. Πράξεως τοῦ Ὑπουργικοῦ Συμβουλίου καὶ καλουμένου ἐφεξῆς «τὸ Δημοσίον» ἀφ' ἐνός, καὶ ἀφ' ἑτέρου τῆς Ἀνωτάτου Ἑταιρείας ATLANTIC REFINING Co, ἐδρευούσης ἐν Πενσυλβανίᾳ, ἐκπροσωπούμενης ἐν προκειμένῳ ὑπὸ τῶν κ. κ. M. J. Fowle καὶ N. E. Birch καὶ ἀναφερομένης τοῦ λοιποῦ «ATLANTIC», συνωμολογήθησαν τὰ ἐπόμενα :

"Άρθρον I.

"Όροι καὶ ἔννοια

A. Ἡ ATLANTIC ἀνέπτυξε τεχνικὴν μέθοδον διὰ τὴν κατασκευὴν καταλύτου περιέχοντος πλατίνην ἢ παλλάδιον καὶ διὰ τὴν χρησιμοποίησιν τοῦ ἐν λόγῳ καταλύτου κυρίως διὰ καταλυτικὴν ἀναμόρφωσιν ὑδρογονανθράκων πετρελαίου μεταξὺ τῶν ὁρίων ζέσεως τῆς βενζίνης. Οἱ ὑδρογονανθράκες ἔρχονται εἰς ἐπαφὴν μὲ τὸν καταλύτην ὑπὸ συνθήκας θερμοκρασίας, πίεσεως καὶ ταχύτητος, καταλλήλους διὰ τὴν ἀναμόρφωσιν καὶ ὑπὸ τὴν παρουσίαν ἀνακυκλομένου ὑδρογόνου, πρὸς τὸν σκοπὸν μετατροπῆς τῶν τοιούτων ὑδρογονανθράκων εἰς ὑδρογονανθράκας βελτιωμένης ποιότητος ἵνα χρησιμοποιοῦνται ὡς καύσιμα κινητῶν, νάφθα, διαλύται ἢ ὡς πηγὴ παραγωγῆς ἐιδικῶν χημικῶν προϊόντων. Εἰδικώτερον ὁ καταλύτης περιέχει πλατίνην ἢ παλλάδιον ἢ μίγματα τούτων φερόμενα ἐπὶ μιᾶς πυριτιούχου βάσεως ἐχούσης συντελεστήν δραστηριότητος καταλυτικῆς πυρολύσεως οὐχὶ ἀνώτερον τοῦ 75 συμφώνως πρὸς τὴν μέθοδον δοκιμῆς D/L τῆς ATLANTIC ἥτις εἰδικώτερον περιγράφεται εἰς τὸ τεῦχος 37 (3) (1947), σελίς 90, τῶν «Πρακτικῶν τοῦ 27ου Ἐτησίου Συνεδρίου τοῦ Ἀμερικανικοῦ Ἰνστιτούτου Πετρελαίου». Αἱ τεχνικαὶ αὗται μέθοδοι, ἐν τῷ συνόλῳ των, ἀποκαλοῦνται κατωτέρω «Μέθοδος Καταλυτικῆς Ἀναμόρφωσης», ὁ δὲ ὅρος «Καταλύτης», ὡς χρησιμοποιεῖται κατωτέρω, θὰ σημαίνῃ τὸν ὡς ἀνω καθοριζόμενον καταλύτην. Ὁ ὅρος «Μέθοδος καταλυτικῆς ἀναμόρφωσης» ἐπὶ πλέον, θὰ σημαίνῃ καὶ θὰ συμπεριλαμβάνῃ συσκευὴν καὶ ἐξοπλισμὸν χρήσιμον διὰ τὴν λειτουργίαν τοιαύτης μεθόδου καὶ τὰ συνολικά προϊόντα τὰ παραγόμενα ἀπ' αὐθείας διὰ τῆς μεθόδου αὐτῆς. Δὲν συμπεριλαμβάνει τὸ δικαίωμα κατασκευῆς ἢ ἀναθέσεως τῆς κατασκευῆς καταλύτου πρὸς χρῆσιν εἰς τὴν τοιαύτην μέθοδον ἢ δι' οἰανδήποτε ἄλλην χρῆσιν.

Ἐπὶ πλέον τῶν τοιούτων τεχνικῶν μεθόδων, καὶ πρὸς χρησιμοποίησιν ἐν σχέσει μὲ αὐτάς, ἡ ATLANTIC ἀνέπτυξε καὶ ἔχει εἰς τὴν κατοχὴν τῆς πλήρης τεχνικῆς στοιχεῖα ἀναφερόμενα εἰς τὴν Μέθοδον Καταλυτικῆς Ἀναμόρφωσης, διατίθεται δὲ προσωπικὸν ἐξ εἰδικῶς ἐκπαιδευμένων μηχανικῶν μὲ πείραν τοιούτων τεχνικῶν μεθόδων καὶ στοιχείων. Ἀντὶ τῆς καταβολῆς εἰς τὴν ATLANTIC τῶν κατωτέρω εἰς τὰ ἄρθρα IV καὶ VI ἀναφερομένων ἀμοιβῶν, ἡ ATLANTIC, εἶναι πρόθυμος νὰ χρησιμοποίησιν τὰς τοιαύτας τεχνικὰς μεθόδους, στοιχεῖα καὶ προσωπικὸν διὰ νὰ καταστήσῃ δυνατόν εἰς τὸ ΔΗΜΟΣΙΟΝ νὰ κάμῃ χρῆσιν τῆς Μεθόδου τῆς Καταλυτικῆς Ἀναμόρφωσης.

B. Τὸ ΔΗΜΟΣΙΟΝ ἐπιθυμεῖ νὰ κάμῃ χρῆσιν τῆς Μεθόδου τῆς Καταλυτικῆς Ἀναμόρφωσης.

Γ. Ὁ ὅρος «Δικαιώματα Εὑρεσιτεχνίας Καταλυτικῆς Ἀναμόρφωσης» θὰ σημαίνῃ ὅλα τὰ δικαιώματα εὑρεσιτεχνίας δι' ὅλας τὰς χώρας τοῦ κόσμου τὰ βασιζόμενα ἐπὶ ἐφευρέσεων γενομένων πρὸ τῆς χρονικῆς διαρκείας τῆς παρούσης συμβάσεως ὑπὸ τὴν ἔννοιαν μόνον ὅτι τὰ ἐν λόγῳ δικαιώματα ἤθελον παραβιασθῇ διὰ τῆς ἐφαρμογῆς τῆς Με-

θόδου Καταλυτικῆς Ἀναμόρφωσης ἀνευ τῆς διὰ τῆς παρούσης παρεχομένης ἀδείας, ἥτινα δικαιώματα Εὑρεσιτεχνίας καὶ Εἰσφευρέσεως ἀνήκουν καὶ θὰ ἀνήκουν εἰς τὴν ἐκ τῶν συμβαλλομένων ATLANTIC, ἐλεγχόμενα ὑπ' αὐτῆς, ἐν τῇ ἐννοίᾳ ὅτι αὕτη ἔχει τὸ δικαίωμα νὰ παρέχῃ κατ' ἴδιαν αὐτῆς κρῖσιν τὴν ἀδειαν χρησιμοποίησεως αὐτῶν.

Δ. Ὁ ὅρος «Βαρέλιον» θὰ σημαίνῃ 42 γαλλόνα 231 κυβικῶν ἰντσῶν ἕκαστον εἰς θερμοκρασίαν 60 βαθμῶν Φαρενάιτ.

Ε. Ὁ ὅρος «Φορτίον Ὑδρογονανθράκων» θὰ σημαίνῃ ὅλους τοὺς ὑδρογονανθράκας τοὺς ἐρχομένους εἰς ἐπαφὴν μὲ τὸν καταλύτην ἐντὸς συσκευῆς λειτουργούσης πρὸς ἐφαρμογὴν τῆς Μεθόδου Καταλυτικῆς Ἀναμόρφωσης συμφώνως πρὸς τὴν παρούσαν σύμβασιν, μετὰ τὴν ἀφαίρεσιν ποσοστοῦ 80 τοῖς ἑκατὸν τῆς ποσότητος ὑδρογονανθράκων ὡς τὸ σημεῖον ζέσεως, καθοριζόμενον διὰ τῆς μεθόδου δοκιμῆς ASTM D-86-46, εὐρίσκεται κάτω τῶν 158 βαθμῶν Φαρενάιτ.

ΣΤ. Ὁ ὅρος «Ἡμερήσιον Μέσον Φορτίον Ὑδρογονανθράκων» θὰ σημαίνῃ τὸν συνολικὸν ἀριθμὸν βαρελίων Φορτίου Ὑδρογονανθράκων ὑποστάντων κατεργασίαν ἐντὸς ἐνὸς ἡμερολογιακοῦ ἔτους, διαρρέοντων διὰ τοῦ ἀριθμοῦ τῶν ἡμερῶν τοῦ ἐν λόγῳ ἡμερολογιακοῦ ἔτους.

"Άρθρον II.

Ὑπολογισμὸς καὶ λειτουργία τῆς ἐγκαταστάσεως.

Ἡ ATLANTIC δέχεται, ὑπὸ τοὺς κατωτέρω ἀναφερομένους ὅρους καὶ συμφωνίας, ὅπως παράσχῃ εἰς τὸ ΔΗΜΟΣΙΟΝ τεχνικὰς πληροφορίες, στοιχεῖα καὶ ὑπολογισμοὺς, ὡς καὶ τεχνικὰς ὑπηρεσίας καταλλήλους ἵνα καταστήνῃ δυνατόν εἰς τὸ ΔΗΜΟΣΙΟΝ ὅπως, μὲ τὴν βοήθειαν ἱκανοῦ ἐργολάβου κατασκευῆς διύλιστρίων, κατασκευάσῃ καὶ θέσῃ εἰς λειτουργίαν ἐγκατάστασιν (κατωτέρω ἀποκαλούμενην «Ἐγκατάστασις τοῦ Δημοσίου») διὰ τὴν ἐφαρμογὴν τῆς Μεθόδου Καταλυτικῆς Ἀναμόρφωσης, ἥτις ἐγκατάστασις θέλει ὑπολογισθῇ διὰ τὴν κατεργασίαν Μέσου Φορτίου Ὑδρογονανθράκων ἐξ ὀκτὼ χιλιάδων διακοσίων (8.200) περίπου βαρελίων ἡμερησίως, (κατωτέρω ἀποκαλουμένων «Ὑπολογισθεῖσα Δυναμικότης») καὶ θέλει κατασκευασθῇ εἰς τὸ Διύλιστρίον τοῦ ΔΗΜΟΣΙΟΥ εἰς θέσιν Ἀσπρόπυργος ἐν Ἑλλάδι.

Τὸ ΔΗΜΟΣΙΟΝ ἀναλαμβάνει ὅπως τηρήσῃ μυστικὰ πᾶσαν τεχνικὴν πληροφορίαν καὶ πᾶν στοιχεῖον μηχανικῶν ὑπολογισμῶν ὑπερ θέλει παρασχεθῇ ὑπὸ τῆς ATLANTIC εἰς τὸ ΔΗΜΟΣΙΟΝ συμφώνως πρὸς τὴν παρούσαν Σύμβασιν, καὶ τὸ ΔΗΜΟΣΙΟΝ περαιτέρω ἀναλαμβάνει ὅπως καταβάλλῃ πᾶσαν προσπάθειαν πρὸς ἀποφυγὴν ἀντιγραφῆς ἢ ἀποκαλύψεως τούτων πέραν τῆς χρησιμοποίησεως αὐτῶν διὰ τὰς ἀνάγκας τῶν ἐργασιῶν καὶ τῆς ἐπιχειρήσεως τοῦ ΔΗΜΟΣΙΟΥ καὶ ἐξαιρουμένης τῆς περιπτώσεως καλ' ἦν ταῦτα ἤθελον περιέλθῃ εἰς κοινὴν γνῶσιν κατὰ τρόπον μὴ ὀφειλόμενον εἰς ἐνέργειαν ἢ παρέλθειν τοῦ ΔΗΜΟΣΙΟΥ.

"Άρθρον III.

Συμφωνία.

A. Ἡ ATLANTIC συμφωνεῖ ὅπως, κατὰ τὸν χρόνον διαρκείας τῆς παρούσης συμβάσεως, μὴ ἐντάξῃ τὸ ΔΗΜΟΣΙΟΝ διὰ παράβασιν τῶν Δικαιωμάτων Εὑρεσιτεχνίας Καταλυτικῆς Ἀναμόρφωσης τῆς ATLANTIC λόγῳ τῆς ἐφαρμογῆς τῆς Μεθόδου Καταλυτικῆς Ἀναμόρφωσης ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ εἰς τὰς ἐγκαταστάσεις τοῦ Διύλιστρίου τοῦ ΔΗΜΟΣΙΟΥ ἢ εἰς οἰανδήποτε ἄλλαν ἐγκατάστασιν τούτου.

B. Τὸ ΔΗΜΟΣΙΟΝ συμφωνεῖ ὅπως μὴ ἐντάξῃ οὔτε τὴν ATLANTIC οὔτε τρίτους ἔχοντας ἀδειαν χρησιμοποίησεως τῶν Δικαιωμάτων Εὑρεσιτεχνίας Καταλυτικῆς Ἀναμόρφωσης τῆς ATLANTIC διὰ παράβασιν τῶν Δικαιωμάτων Εὑρεσιτεχνίας Καταλυτικῆς Ἀναμόρφωσης, ὃν ἢ χρῆσις παρεχορήθῃ εἰς τὸ Δημοσίον, λόγῳ ἐφαρμογῆς τῶν Δικαιωμάτων Εὑρεσιτεχνίας Καταλυτικῆς Ἀναμόρφωσης τῆς ATLANTIC ὑπὸ τῆς ATLANTIC ἢ ὑπὸ τρίτων εἰς οὐ παρεχορήθῃ ἀδειαν ἐφαρμογῆς τῶν ἐν λόγῳ δικαιωμάτων.

"Αρθρον IV.

Π λ η ρ ω μ ή .

Η άμοιβή διὰ τὴν χρησιμοποίησιν τῶν τεχνικῶν μεθόδων τῆς ATLANTIC καὶ τῶν τεχνικῶν καὶ μηχανολογικῶν στοιχείων αὐτῆς καὶ διὰ τὴν ἄδειαν χρησιμοποίησεως τῶν Δικαιωμάτων Ἑνερσιτεχνίας Καταλυτικῆς Ἀναμορφώσεως τῆς ATLANTIC θὰ ἔχη ὡς ἑξῆς :

Α. Ἀμοιβή πλήρως καταβαλλομένη πληρωτέα συμφώνως πρὸ τὸ ἄρθρον XVI τῆς παρούσης συμβάσεως καὶ ἀνερχομένη εἰς Δολλάρια πεντήκοντα τέσσαρας χιλιάδας (Δολλ. 54.000).

Β. Ἀμοιβή πλήρως καταβαλλομένη πληρωτέα ἐντὸς 30 ἡμερῶν ἄφ' ἧς ὑδρογονάνθρακες ἐφορτώθησαν διὰ πρῶτην φορὰν εἰς τὴν ἐγκατάστασιν τοῦ ΔΗΜΟΣΙΟΥ ἀνερχομένη εἰς Δολλάρια πεντήκοντα τέσσαρας χιλιάδας (Δολλ. 54.000).

Γ. Ἀμοιβή λειτουργίας καταβλητέα ὑπὸ τὸν περιορισμὸν τοῦ ἄρθρου XVI καὶ ἀνερχομένη εἰς τὰ κατωτέρω ποσὰ μὲ εὐχέρειαν ἐπιλογῆς ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ :

α) 8 σέντς δι' ἑκάστον βαρέλιον Φορτίου Ὑδρογονανθράκων ὑφισταμένου κατεργασίαν εἰς τὴν ἐγκατάστασιν τοῦ ΔΗΜΟΣΙΟΥ καθ' ὑπέρβασιν τοῦ συνολικοῦ ἀριθμοῦ βαρελίων Ἡμερησίου Μέσου Φορτίου Ὑδρογονανθράκων, δι' ἣν κατεβλήθη ἤδη ἡ «πλήρως καταβαλλομένη» ἀμοιβή.

Εἰς τὴν περίπτωσιν ταύτην τὸ σύνολον τῶν οὕτω καταβαλλομένων ἀμοιβῶν λειτουργίας ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ εἰς τὴν ATLANTIC θὰ ὑπολογίζεται ὡς πληρωμὴ ἔναντι προσθέτου «πλήρως καταβαλλομένης» ἀμοιβῆς βάσει 100 δολλαρίων κατὰ βαρέλιον Ἡμερησίου Μέσου Φορτίου Ὑδρογονανθράκων.

β) 5 σέντς δι' ἑκάστον βαρέλιον Φορτίου Ὑδρογονανθράκων ὑφισταμένου κατεργασίαν εἰς τὴν ἐγκατάστασιν τοῦ ΔΗΜΟΣΙΟΥ καθ' ὑπέρβασιν τοῦ συνολικοῦ ἀριθμοῦ βαρελίων τοῦ Ἡμερησίου Μέσου Φορτίου Ὑδρογονανθράκων δι' ὃν κατεβλήθη ἤδη ἡ «πλήρως καταβαλλομένη» ἀμοιβή.

Εἰς τὴν περίπτωσιν ταύτην 50 τοῖς ἑκάστον τῆς τοιαύτης καταβαλλομένης ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ εἰς τὴν ATLANTIC ἀμοιβῆς λειτουργίας θὰ ὑπολογίζεται ὡς πληρωμὴ ἔναντι προσθέτου «πλήρως καταβαλλομένης» ἀμοιβῆς βάσει 100 δολλαρίων κατὰ βαρέλιον Ἡμερησίου Μέσου Φορτίου Ὑδρογονανθράκων.

Πρόσθετοι «πλήρως καταβαλλόμενοι» ἀμοιβαὶ δύνανται νὰ καταβληθῶσιν ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ εἰς τὴν ATLANTIC καθ' οἰονδήποτε χρόνον, οἰαδήποτε δὲ καταβολὴ ἀμοιβῆς λειτουργίας ὑπολογισθεῖσα ὡς γενομένη ἔναντι προσθέτων «πλήρως καταβαλλομένων» ἀμοιβῶν δύναται νὰ μετατραπῇ εἰς «πλήρως καταβαλλομένας» ἀμοιβὰς εἰς τὸ τέλος οἰονδήποτε ἡμερολογιακοῦ ἔτους κατ' ἐπιλογὴν τοῦ ΔΗΜΟΣΙΟΥ.

Α. Τὸ ΔΗΜΟΣΙΟΝ θέλει :

α) Κατὰ τὴν 20ὴν ἡμέραν ἑκάστου μηνὸς ἢ πρὸ αὐτῆς, εἰδοποιῇ ἐγγράφως τὴν ATLANTIC περὶ τῆς συνολικῆς εἰς βαρέλια ποσότητος τῶν ὑποστάντων κατεργασίαν ὑδρογονανθράκων εἰς τὴν ἐγκατάστασιν τοῦ ΔΗΜΟΣΙΟΥ κατὰ τὸν προηγούμενον μῆνα.

β) Κατὰ τὴν 20ὴν Ἰανουαρίου καὶ 20ὴν Ἰουλίου ἑκάστου ἔτους ἢ πρὸ τῶν ἡμερομηνιῶν τούτων θέλει καταβάλλῃ εἰς τὴν ATLANTIC τὰς προβλεπομένας εἰς τὸ ἄρθρον IV ἀμοιβὰς λειτουργίας διὰ τοὺς προηγούμενους 6 ἡμερολογιακοὺς μῆνας λειτουργίας καὶ

γ) Κατὰ τὴν 20ὴν Ἰανουαρίου ἑκάστου ἔτους ἢ πρὸ αὐτῆς θέλει εἰδοποιῇ ἐγγράφως τὴν ATLANTIC περὶ τῆς ἀποφάσεως τοῦ ΔΗΜΟΣΙΟΥ ὅπως μὴ μετατρέψῃ ἤδη καταβληθεῖσας ἀμοιβὰς λειτουργίας εἰς προσθέτους «πλήρως καταβαλλομένας» ἀμοιβὰς. Ἄλλως καθ' ἑκάστην 20ὴν Ἰανουαρίου ἅπαντα αἱ καταβληθεῖσαι μέχρι τῆς ἡμερομηνίας ταύτης ἀμοιβαὶ λειτουργίας θὰ μετατρέπωνται αὐτομάτως εἰς προσθέτους «πλήρως καταβαλλομένας» ἀμοιβὰς.

Ε. Ὅλαι αἱ συμφώνως τῇ παρούσῃ καταβλητέαι ὑπὲρ τοῦ ΔΗΜΟΣΙΟΥ ἀμοιβαὶ εἰς τὴν ATLANTIC θὰ καταβληθῶσιν εἰς δολλάρια Η.Π.Α., εἰς περίπτωσιν δὲ καθ' ἣν ἡ καταβολὴ τοιούτων ἀμοιβῶν εἰς τὴν ATLANTIC ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ θὰ ὑπόκειται εἰς οἰουδήποτε φόρους, τέλη ἢ εἰσφορὰς καταλογισθεῖσας ἢ ἐπιβληθεῖσας ὑπὸ οἰασδήποτε Ἀρχῆς ἐκτὸς τῶν Ἡνωμένων Πολιτειῶν τὰ καταβλητέα συμφώνως πρὸς τὴν παρούσαν ποσὰ ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ θὰ ὑπολογίζωνται κατὰ τοιοῦτον τρόπον κατὰ τὴν ἡμέραν καθ' ἣν εἶναι καταβλητέα ὥστε τὸ εἰσπραττόμενον ὑπὸ τῆς ATLANTIC καθαρὸν ποσὸν μετὰ τὴν ἀφαίρεσιν τῶν ἐν λόγῳ φόρων, τελῶν ἢ εἰσφορῶν νὰ εἶναι τὸ διὰ τῆς παρούσης καταβλητέον ποσὸν ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ εἰς τὴν ATLANTIC.

ΣΤ. Τὸ ΔΗΜΟΣΙΟΝ δὲν ὑποχρεοῦται νὰ χρησιμοποίῃ τὴν Μέθοδον Καταλυτικῆς Ἀναμορφώσεως, διὰ τῆς χρησιμοποίησεως καταλύτου ὡς καθορίζεται ἐν παραγράφῳ Α τοῦ ἄρθρου 1 ἐὰν δὲ καθ' οἰανδήποτε χρονικὴν περίοδον δὲν ἤθελε χρησιμοποίησιν ταύτην τὸ ΔΗΜΟΣΙΟΝ δὲν θὰ ὑποχρεοῦται νὰ καταβάλλῃ οἰανδήποτε ἀμοιβὴν εἰς τὴν ATLANTIC διὰ τὴν περίοδον ταύτην, κατὰ δὲ τὴν ἐν λόγῳ περίοδον τὸ ΔΗΜΟΣΙΟΝ δικαιούται νὰ χρησιμοποίησιν οἰανδήποτε ἄλλην μέθοδον καταλυτικῆς ἀναμορφώσεως.

"Αρθρον V

Βιβλία

Τὸ ΔΗΜΟΣΙΟΝ θὰ τηρῇ τὰ ἀναγκαῖα βιβλία πρὸς καθορισμὸν τῶν ὀφειλομένων εἰς τὴν ATLANTIC πληρωμῶν, καὶ ἡ ATLANTIC θὰ ἔχη τὸ δικαίωμα ὅπως ἐπιθεωρῇ τὰ βιβλία τοῦ ΔΗΜΟΣΙΟΥ κατὰ τὰς συνήθεις ὥρας ἐργασίας ἐφ' ὅσον, καὶ μόνον ἐφ' ὅσον, τοῦτο εἶναι ἀναγκαῖον εἰς αὐτὴν πρὸς ἐξακρίβωσιν τῶν τυχόν ὀφειλομένων εἰς τὴν ATLANTIC ποσῶν.

"Αρθρον VI.

Τεχνικαὶ Ὑπηρεσίαι

Ἡ ATLANTIC δέχεται ὅπως θέσῃ εἰς τὴν διάθεσιν τοῦ ΔΗΜΟΣΙΟΥ εἰς τὴν ἐγκατάστασιν τούτου καὶ ἐπὶ λογικὸν χρονικὸν διάστημα ἀπὸ τῆς ἀρχικῆς λειτουργίας τῆς ἐν λόγῳ ἐγκαταστάσεως, τὰς ὑπηρεσίας οὐχὶ ὀλιγωτέρων τοῦ ἐνός, ἀλλ' οὐχὶ περισσοτέρων τῶν 5 (τοῦ ἀριθμοῦ συμφωνηθέντος κατὰ τὸν χρόνον ἐκεῖνον) πεπειραμένων τεχνικῶν, ἐχόντων γνῶσιν τῶν τεχνικῶν μεθόδων τῆς ATLANTIC καὶ τῆς ἐφαρμογῆς τῶν τοιούτων τεχνικῶν μεθόδων τῇ χρησιμοποίησει τῆς Μεθόδου τῆς Καταλυτικῆς Ἀναμορφώσεως. Σκοπὸς καὶ ὑποχρέωσις τῶν τεχνικῶν τούτων θὰ εἶναι, ἄνευ περιορισμοῦ τιμῆς, ὅπως παρέχωσιν ὁδηγίαν εἰς τὸ προσωπικὸν τοῦ ΔΗΜΟΣΙΟΥ καὶ ἐκπαιδεύωσι τοῦτο εἰς τὴν χρησιμοποίησιν τῶν ἐν λόγῳ τεχνικῶν μεθόδων, καὶ ἰδιαιτέρως εἰς τὴν ἐφαρμογὴν τῆς Μεθόδου τῆς Καταλυτικῆς Ἀναμορφώσεως. Τὸ ΔΗΜΟΣΙΟΝ δέχεται νὰ καταβάλλῃ εἰς τὴν ATLANTIC δι' ἑκάστον τοιοῦτον τεχνικὸν λογικὴν ἀμοιβὴν εἰς Δολλάρια Η.Π.Α. συμφωνηθεσομένην κατὰ τὸν χρόνον ἐκεῖνον, καὶ ἐπὶ πλεόν, τὸ ΔΗΜΟΣΙΟΝ συμφωνεῖ ὅπως καταβάλλῃ τὰς δαπάνας διαβιώσεως καὶ ταξιδίου ἑκάστου τεχνικοῦ, συμφωνουμένου ὅτι ἐφ' ὅσον αἱ ἐν λόγῳ δαπάναι διαβιώσεως καὶ ταξιδίου καταβληθῶσιν ὑπὸ τῆς ATLANTIC εἰς Δολλάρια Η.Π.Α., τὸ ΔΗΜΟΣΙΟΝ ἀναλαμβάνει ὅπως ἀποζημιώσῃ τὴν ATLANTIC διὰ τὰς τοιαύτας δαπάνας διαβιώσεως καὶ ταξιδίου εἰς Δολλάρια Η.Π.Α. Ἡ ATLANTIC περαιτέρω δέχεται ὅπως τῇ αἰτήσῃ τοῦ ΔΗΜΟΣΙΟΥ παράσχῃ αὐτῷ ὑπηρεσίας μηχανολογικῆς ἐπιθεωρήσεως καὶ τεχνικῶν συμβουλῶν ἐν σχέσει μὲ τὴν ἐφαρμογὴν τῆς Μεθόδου Καταλυτικῆς Ἀναμορφώσεως εἰς λογικὴν τιμὴν συμφωνηθεσομένην κατὰ τὸν χρόνον ἐκεῖνον.

"Αρθρον VII.

Προμήθεια Καταλύτου

Ἡ ATLANTIC δηλοῖ, ὅτι ὑπέγραψε σύμβασιν μετὰ τῆς KALI-CHEMIE AKTIENGESellschaft Γερμαν.

κῆς Ἑταιρείας κατωτέρω ἀποκαλουμένης KALI-CHEMIE, καθ' ἣν ἡ ATLANTIC παρέσχε καὶ θὰ ἐξακολουθήσῃ νὰ παρέχῃ πρὸς τὴν KALI-CHEMIE τὰς πληροφορίες, ἐπαγγελματικὰς γνώσεις καὶ τεχνικὴν πείραν αὐτῆς ὡς καὶ στοιχεῖα ἀφορῶντα τὴν παρασκευὴν Καταλύτου καὶ, περαιτέρω, ἡ KALI-CHEMIE ἀνέλαβεν ὅπως παρασκευάζῃ πρὸς πώλησιν καὶ ὅπως παρέχῃ εἰς λογικὴν τιμὴν ἢ τιμὰς καθ' οἷον διπλοῦτε χρόνον εἰς τοὺς χρησιμοποιοῦντας τὴν Μέθοδον Καταλυτικῆς Ἀναμορφώσεως, Καταλύτην πρὸς χρησιμοποίησιν εἰς τὴν Μέθοδον Καταλυτικῆς Ἀναμορφώσεως. Ἡ ATLANTIC ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως καταβάλῃ πᾶσαν προσπάθειαν πρὸς ἐφαρμογὴν τῶν ὅρων τῆς μεταξὺ αὐτῆς καὶ τῆς KALI-CHEMIE συμβάσεως καὶ πρὸς ἐξασφάλισιν τῆς ἐκτελέσεως τῶν διὰ ταύτης ἀναληφθεισῶν ὑποχρεώσεων τῆς KALI-CHEMIE. Εἰς περίπτωσιν μὴ ἐκτελέσεως ἐκ μέρους τῆς KALI-CHEMIE τῶν διὰ τῆς ἐν λόγῳ συμβάσεως μετὰ τῆς ATLANTIC ἀναληφθεισῶν ὑποχρεώσεων, καὶ εἰς τὴν περίπτωσιν ἐπικρατήσεως ὀρισμένων συνθηκῶν, ἡ ATLANTIC ἐπεφύλαξεν εἰς ἑαυτὴν τὸ δικαίωμα ὅπως ὑποδείξῃ ἄλλους κατασκευαστὰς Καταλύτου, οὕτως δικαιώματος ἡ ATLANTIC ἀναλαμβάνει τὴν ὑποχρέωσιν ὅπως κάμῃ ἀμέσως χρῆσιν καθ' ὅσον εἶναι ἀναγκαῖον πρὸς ἐξασφάλισιν τῆς προμηθείας Καταλύτου εἰς τὸ ΔΗΜΟΣΙΟΝ καὶ, εἰς τὴν περίπτωσιν ταύτην, ὑποχρεοῦται ὅπως γνωρίσῃ εἰς τὸ ΔΗΜΟΣΙΟΝ τὰ ὀνόματα καὶ διευθύνσεις τῶν ἐν λόγῳ κατασκευαστῶν.

Ἄρθρον VIII.

Ἐγγυήσεις.

Ἡ ATLANTIC συμφωνεῖ ὅτι ἐφ' ὅσον ἡ ἐγκατάστασις τοῦ ΔΗΜΟΣΙΟΥ 1) κατασκευασθῇ συμφωνῶς πρὸς ὑπολογισμοὺς καὶ προδιαγραφὰς κατεργασίας ἐγκριθείσας ὑπὸ τῆς ATLANTIC καὶ ὅταν κατασκευασθῇ οὕτω μηχανολογικῶς πληροὶ τοὺς ἐν λόγῳ ὑπολογισμοὺς καὶ προδιαγραφὰς κατεργασίας 2) λειτουργεῖ ὑπὸ ὅρους καταλυτικῆς ἀναμορφώσεως ἐγκρινόμενους ὑπὸ τῆς ATLANTIC καὶ 3) χρησιμοποιεῖ Καταλύτην παραγόμενον ὑπὸ τῆς KALI-CHEMIE ἢ ἄλλου κατασκευαστοῦ ἐγγυημένου ὑπὸ τῆς ATLANTIC, ἡ ATLANTIC θέλει ἐγγυηθῇ ὅτι ἡ ἐν λόγῳ ἐγκατάστασις ὅταν λειτουργήσῃ με φορτίον ἔχον τὰς κατωτέρω ποιοτικὰς προδιαγραφὰς.

°A.P.I. 63,1
R.V.P. 3,9

ASTM Ἀπόσταξις

% ἐξαέρωσις

0 95

10 142

30 228

50 270

90 324

E.P. 362

Θεῖον—Βάρος % ZAHN 0,038

(μετὰ καυστικὴν ἐκπλυσιν)

Βουτάνιον καὶ ἐλαφρότερα ἀέρια—ἐκατοστιαῖον ποσοστὸν ὕψους 2,3 %

C.F.R.R. Ἀριθμὸς ὀκτανίων 37,5

ἡ ἀναλόγους τοιαύτας καὶ μετὰ μέσσην ἡμερησίαν παραγωγὴν οὐχὶ μεγαλύτεραν τῶν 8.200 βαρελίων, θέλει κατεργασθῇ ῥελίων προϊόντος κατὰ λίβραν καταλύτου ἢ ἀντιστοίχως, 40 βαρελίων κατ' ἡμέραν, προϊόντος 10 λίβρων R. V. P. ἔχοντος ἀριθμὸν ὀκτανίων RESEARCH METHOD, ὡς καθορίζεται ὑπὸ τῆς Μεθόδου Δοκιμῆς ASTM—D—908—48—T, οὐχὶ μικρότερον τῶν 85.0 μετὰ τὴν προσθήκην 1.9 κυβ. ἐκατοστῶν τετρααιθυλιοῦχου μολύβδου κατὰ γαλόνιον ἢ ὡς ἀντιστοίχως, 90.0 μετὰ τὴν προσθήκην 1.90 κυβικῶν ἐκατοστομέτρων TEL κατὰ τὴν προσθήκην 1.90 κυβικῶν ἐκατοστομέτρων R.V.P. ὡς γαλόνιον H.P.A. Ὁ ὅρος προϊόν 10 λίβρων R.V.P. ὡς χρησιμοποιεῖται ἐνταῦθα σηματοῖ τὸ σύνολον τῶν βαρυτέ-

ρων τοῦ C3 ὑδρογονανθράκων ὅπερ ἐπανακτιτᾶται ὡς ὕδρον ἐκ τοῦ ἀρχικοῦ διαχωριστοῦ τῆς ἐν λόγῳ ἐγκαταστάσεως, διωρθωμένον εἰς 10 λίβρας RVP διὰ τῆς ἀφαιρέσεως ἡ προσθήκης τοῦ ἀναγκαίου βουτανίου.

Ἡ ἐγγυήσις ὅτι ἡ ἐν λόγῳ ἐγκατάστασις θὰ κατεργάζε-ται μέσον ὅρον προϊόντος οὐχὶ μικρότερον τῶν 50 ἢ ἀντιστοιχῶς, 40 βαρελίων κατὰ λίβραν καταλύτου ὑπὸ ὅρους καταλήλους διὰ τὴν παραγωγὴν προϊόντος εἰς τὴν ἐν λόγῳ μέσσην ποσότητα καὶ ποιότητα, θὰ θεωρεῖται ὅτι ἐπληρώθη καθ' ὅλην κληρίαν ἀφ' ἧς ἐπραγματοποιήθη ἡ ἐν λόγῳ ἀπόδοσις ὑπὸ ἐνὸς μόνου φορτίου καταλύτου εἰς τὴν ἐν λόγῳ ἐγκατάστασιν. Μέχρις οὗ πληρωθῇ ἡ ὡς ἄνω ἐγγυήσις ἀλλὰ πάντως ἐπὶ χρονικὸν διάστημα μὴ ὑπερβαῖνον τὰ 2 ἔτη ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῆς λειτουργίας τῆς ἐν λόγῳ ἐγκαταστάσεως ἡ ATLANTIC ἀναλαμβάνει ὅπως, ἐντὸς 60 ἡμερῶν ἀπὸ ἐκκ-στην ἀντικατάστασιν καταλύτου εἰς τὴν ἐν λόγῳ ἐγκατάστασιν, καταβάλῃ εἰς τὸ ΔΗΜΟΣΙΟΝ τὸ ποσὸν 4 δολλ. δι' ἑκά-στα 50 ἢ ἀντιστοίχως, 40 βαρελίων ἀντιπροσωπεύοντα τὴν διαφορὰν μετὰ 1) τοῦ συνολικοῦ ἀριθμοῦ λίβρων καταλύτου τελευταῖως ἐξαχθέντος ἐκ τῆς μονάδος, πολλαπλασιαζο-μένου ὑπὸ τοῦ παράγοντος 50 ἢ, ἀντιστοίχως, 40 καὶ 2) τοῦ συνολικοῦ προϊόντος ὑποστάντος κατεργασίαν ἐν τῇ ἐν λόγῳ ἐγκατάστασι κατὰ τὴν περίοδον καθ' ἣν ὁ ἐν λόγῳ καταλύ-της εὐρίσκειτο εἰς τὴν ρηθεῖσαν ἐγκατάστασιν.

Ἡ ἐγγυήσις ὅτι ἡ ἐν λόγῳ ἐγκατάστασις θὰ παραγάγῃ προϊόν εἰς τὴν ρηθεῖσαν μέσσην ποσότητα καὶ ποιότητα θὰ θεωρεῖται ὅτι ἐπληρώθη ἐντελῶς ἐφ' ὅσον προϊόν τοιαύτης μέσης ποσότητος καὶ ποιότητος παραχθῇ ἐντὸς περιόδου 10 συνεχῶν ἡμερῶν λειτουργίας ἐξ 24 συνεχῶν ὥρων ἐκάστη.

Ἡ ATLANTIC θὰ ἔχῃ τὸ δικαίωμα νὰ προβαίῃ καθ' οἷον διπλοῦτε χρόνον εἰς προσθήκας ἐξοπλισμοῦ εἰς τὴν ἐν λόγῳ ἐγκατάστασιν πρὸς τὸν σκοπὸν ὅπως ἡ ἐγκατάστασις αὕτη ἀνταποκριθῇ πρὸς τὰς ἀναφερομένας ἐν τῇ παρόντι ἔκθεσιν VIII ἐγγυήσεις. Ἐφ' ὅσον ὅμως αἱ ἐγγυήσεις ποσότητος καὶ ποιότητος τοῦ παραχθιμένου προϊόντος ἐν τῇ ἐγκαταστάσει πληρωθῶσιν ἐντὸς 180 ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ἐνάρξεως τῶν ἐπισήμων δοκιμῶν λειτουργίας τῆς τοιαύτης ἐγκαταστάσεως ἡ ATLANTIC ὑποχρεοῦται ἰδίᾳ αὐτῆς δαπάνη ἀλλ' ὑπὸ τοὺς ὅρους τοῦ ἔκθεσιν X, ὅπως προβῇ εἰς τὰς ἀναγκαῖας πρόσθήκας ἐξοπλισμοῦ οὕτως ὥστε ἡ ἐν λόγῳ ἐγκατάστασις νὰ ἀνταποκρίνεται πρὸς τὰς ὡς ἄνω ἐγγυήσεις.

Ἡ ATLANTIC δὲν θὰ εἶναι ὑπεύθυνος δι' ὑποτυπίας ἢ καθυστερήσεις λειτουργίας ἀπειλούμενας εἰς αἰτίαις ἢ συνθήκας ἐκτὸς τοῦ ἐλέγχου αὐτῆς.

Αἱ ἐπίσημοι δοκιμαὶ λειτουργίας πρὸς τὸν σκοπὸν πλη-ρώσεως τῶν ἐγγυήσεων τοῦ ἔκθεσιν VIII θὰ ἐκτελῶνται πάντοτε ὑπὸ τὴν διεύθυνσιν καὶ τὸν ἐλεγχον τῶν τεχνικῶν τῆς ATLANTIC καὶ θὰ ἀρχίσουν ἀμέσως μετὰ τὴν μηχανολογικὴν δοκιμὴν τῆς ἐν λόγῳ ἐγκαταστάσεως καὶ ἀφοῦ τεματισθῶσιν οἰκιδήσαντες προκαταρκτικαὶ δοκιμαὶ λειτουργίας, αἵτινες εἶναι ἀναγκαῖαι κατὰ τὴν γνώμην τῶν τεχνικῶν τῆς ATLANTIC διὰ τὴν ρύθμισιν τῆς λειτουργίας τῆς ἐν λόγῳ ἐγκαταστάσεως.

Τὸ ΔΗΜΟΣΙΟΝ δέχεται ὅπως παράσῃ, ἰδίᾳ αὐτοῦ δαπάνη, πρὸς τὸν σκοπὸν ἐκτελέσεως τῶν προκαταρκτικῶν καὶ ἐπισήμων δοκιμῶν λειτουργίας, προϊόν πρὸς κατεργασίαν εἰς ποσότητα καὶ ποιότητα ἀναφερομένην εἰς τὸ ἔκθεσιν VIII, καταλύτην, βοηθητικὰς ἐγκαταστάσεις, προσωπικὸν λειτουργίας καὶ συντηρήσεως ὡς καὶ ὅλων συντηρήσεως καὶ προμηθείας λειτουργίας. Ἡ παράλειψις τοῦ ΔΗΜΟΣΙΟΥ ὅπως παράσῃ τὰ ὡς ἄνω θεωρεῖται ὡς παραίτησις του ἐκ τῆς ἐκτελέσεως ἐπισήμων δοκιμῶν λειτουργίας καὶ ἐξ ὅλων τῶν ἐγγυήσεων τῶν ἀναφερομένων ἐν τῇ ἔκθεσιν VIII, αἵτινες θὰ θεωροῦνται ὅτι ἐπληρώθησαν ἐξ ὅλης κληρίας.

Ἄρθρον IX.

Ἀποζημίωσις.

Τὸ ΔΗΜΟΣΙΟΝ ἀναλαμβάνει ὅπως εἰσποιήσῃ ἐγ-γράφως τὴν ATLANTIC ταχέως ἐφ' ὅσον ἔθελε κοινοποιήσῃ εἰς τὸ ΔΗΜΟΣΙΟΝ οἰκιδήσαντες γνωστοποιήσις

ἡ ἀγωγή διὰ παράβασιν δικαιωμάτων εὐρεσιτεχνίας λόγω παρ' αὐτοῦ ἐφαρμογῆς τῆς Μεθόδου Καταλυτικῆς Ἀναμορφώσεως. Ἐφ' ὅσον ἡ χρησιμοποίησις τῆς ἐν λόγω μεθόδου ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ εἶναι σύμφωνος πρὸς τοὺς ὑπολογισμοὺς καὶ προδιαγραφὰς τὰς ἐγκεκριμένας ἐγγράφως ὑπὸ τῆς ATLANTIC, ἥτις ἐγκρίσις δὲν θέλει καθυστερήσῃ πέραν λογικοῦ ὁρίου, καὶ ἐφ' ὅσον χρησιμοποίησιν ἡ καταλύτης παραγόμενος ὑπὸ τῆς KALI-CHEMIE ἢ ἄλλου κατασκευαστοῦ ἐγκεκριμένου ὑπὸ τῆς ATLANTIC, ἡ ATLANTIC δέχεται ὅπως ἐπὶ τῇ λήψει τῆς ὡς ἂν εἰδοποιήσεως, λαμβανομένων ὅμως ὑπ' ὅψει τῶν περιορισμῶν τοῦ ἄρθρου X, ἀναλάβῃ, ἰδίᾳ αὐτῆς δαπάνῃ, 1) τὴν υπεράσπισιν ἐναντίον οἰασδήποτε τοιαύτης ἐνεργείας ἢ ἀγωγῆς καὶ 2) τὴν ἀπαλλαγὴν τοῦ ΔΗΜΟΣΙΟΥ ἀπὸ οἰωνδήποτε ζημίας ἢ ἀπὸ τὴν καταβολὴν οἰωνδήποτε ποσῶν ἂτινα δύνανται νὰ καταλογισθῶσιν ἢ νὰ καταστῶσι πληρωτέα βάσει ὁριστικῆς ἀποφάσεως ἀνωτάτου Δικαστηρίου ἢ ἀποφάσεως ἐναντίον τῆς ὁποίας δὲν χωρεῖ ἀναίρεσις, ἐφ' ὅσον βεβαίως ἡ ATLANTIC θὰ ἀναλάβῃ μόνη τὴν διεύθυνσιν τῆς υπερασπίσεως ἐναντι οἰασδήποτε τοιαύτης ἐνεργείας ἢ ἀγωγῆς καὶ ἐφ' ὅσον περαιτέρω τὸ ΔΗΜΟΣΙΟΝ θὰ παράσχη εἰς τὴν ATLANTIC πᾶσαν λογικὴν βοήθειαν τὴν ὁποίαν δυνατόν νὰ χρειασθῇ ἡ ATLANTIC διὰ τὴν υπεράσπισιν ἐναντι οἰασδήποτε τοιαύτης ἐνεργείας ἢ ἀγωγῆς. Τὸ ΔΗΜΟΣΙΟΝ θὰ ἔχῃ τὸ δικαίωμα νὰ ἀντιπροσωπεύεται εἰς οἰωνδήποτε τοιαύτην ἐνεργείαν ἢ ἀγωγὰς ὑπὸ νομικοῦ συμβούλου τῆς ἐκλογῆς του, ἰδίᾳ αὐτοῦ δαπάνῃ.

Ἄρθρον X.

Περιορισμοὶ καὶ ἐξοφλήσεις.

A. Σύμφωναεῖται ὅτι τὸ συνολικὸν ποσὸν τὸ ὁποῖον θὰ χρειασθῇ νὰ ἐξοδευθῇ ἡ ATLANTIC συμφώνως πρὸς τοὺς ὅρους τῶν ἁρθρῶν VIII καὶ IX δὲν θὰ υπερβῇ τὸ 50 τοῖς ἑκατὸν τῆς καταβληθείσης ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ εἰς τὴν ATLANTIC συνολικῆς ἀμοιβῆς.

B. Ἐάν, πρὸς τὸν σκοπὸν πληρώσεως τῶν προβλεπομένων ἐν τῷ ἁρθρῷ VIII ἐγγυήσεων, τὸ ΔΗΜΟΣΙΟΝ ἀναγκασθῇ λόγω τοῦ περιορισμοῦ τῆς υποχρεώσεως τῆς ATLANTIC συμφώνως πρὸς τὸ παρὸν ἄρθρον, νὰ δαπανήσῃ οἰαδήποτε ποσά, τὰ ποσά ἂτινα ἤθελον οὕτω δαπανηθῇ ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ θέλουσι συμφηφισθῇ ἐναντι τῶν ὀφειλομένων προσθέτων πλήρως καταβαλλομένων ἀμοιβῶν συμφώνως πρὸς τὸ ἄρθρον IV.

Ἄρθρον XI

Ἰση μεταχείρισις

Ἐάν καθ' οἰωνδήποτε χρόνον ἀπὸ τῆς υπογραφῆς τῆς παρούσης ἡ ATLANTIC συμφωνήσῃ μετ' οἰωνδήποτε τρίτον ἐν Ἑλλάδι ἢ Ἱταλίᾳ ὅπως παράσχη εἰς αὐτὸν πληροφορίαν ἐπὶ τῆς Μεθόδου τῆς Καταλυτικῆς Ἀναμορφώσεως ἢ ἐν σχέσει πρὸς ταύτην ἢ ἐάν παράσχη ἄδειαν βάσει τῶν δικαιωμάτων εὐρεσιτεχνίας καταλυτικῆς ἀναμορφώσεως τῆς ATLANTIC ὁμοίαν πρὸς τὴν διὰ τῆς παρούσης παρέχουμένην εἰς τὸ ΔΗΜΟΣΙΟΝ ἐναντι καταβολῆς ἀμοιβῶν κατωτέρων τῶν ἐν τῇ παραύσῃ ἀναφερομένων, ἡ ATLANTIC θέλει τότε δεχθῇ τὴν μείωσιν τῶν καταβλητέων εἰς αὐτὴν ἀμοιβῶν ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ εἰς τὸ ποσὸν τῶν κατωτέρων, ὡς ἂνω, ἀμοιβῶν, τῆς τοιαύτης μείωσης ὑπολογιζομένη ἀπὸ τοῦ χρόνου καθ' ὃν ἐτέθη ἐν ἐφαρμογῇ ἡ συμφωνία μετὰ τοῦ ὡς ἂνω τρίτου. Σύμφωναεῖται ὅμως ὅτι ἡ ATLANTIC δύνανται νὰ ὑπολογίσῃ δικαίαν τιμὴν διὰ δικαιώματα εὐρεσιτεχνίας ἐπὶ τῶν τότε ὁρισταμένων ἐφευρέσεων ἢ δι' ἄλλας παροχὰς ληφθείσας ἀπὸ τρίτους χωρὶς νὰ θεωρηθῇ ὅτι παρέβη τοὺς ὅρους τῆς παρούσης. Τὸ ΔΗΜΟΣΙΟΝ συμφωνεῖ ὅτι ἐάν ἡ συμφωνία μετὰ τοῦ ἐν λόγω τρίτου περιέχῃ ἕνα ἢ περισσότερους ὅρους ὁποῖοι εἶναι ὀλιγώτερον εὐνοϊκοὶ διὰ τὸ ΔΗΜΟΣΙΟΝ, ἡ μείωσις τῆς ἀμοιβῆς εἰς τὴν περιπτώσιν τοῦ ΔΗΜΟΣΙΟΥ θὰ γίνῃ ὑπὸ τῶν ὅρων ὅτι τὸ ΔΗΜΟΣΙΟΝ θὰ δεχθῇ τοὺς ἐν λόγω ὀλιγώτερον εὐνοϊκοὺς ὅρους.

Ἄρθρον XII

Συμβαλλόμενα μέρη καὶ λήξις τῆς Συμβάσεως

A. Ἡ παρούσα Σύμβασις θὰ δεσμεύῃ καὶ θὰ εἶναι ὀφελος τῶν συμβαλλομένων μερῶν, τῶν διαδόχων αὐτῶν καὶ τῶν ἐξ αὐτῶν ἐλκόντων δικαιώματα. Τὸ ΔΗΜΟΣΙΟΝ ὅμως δὲν δύναται νὰ μεταβιβάσῃ ἄνευ τῆς ἐγγράφου ἐγκρίσεως τῆς ATLANTIC τὰ προνόμια καὶ τὰς υποχρεώσεις τῆς παρούσης εἰς οἰωνδήποτε ἄλλον ἐκτὸς τοῦ διαδόχου του εἰς σχεδὸν ὁλόκληρον τὴν ἐπιχείρησιν τοῦ ΔΗΜΟΣΙΟΥ ἢ τοῦ ἀγοραστοῦ τῆς ἐγκαταστάσεως τοῦ ΔΗΜΟΣΙΟΥ.

B. Τὸ ΔΗΜΟΣΙΟΝ θὰ καταβάλλῃ πᾶσαν προσπάθειαν, ὅταν ὀφείλονται πληρωμαὶ πρὸς τὴν ATLANTIC συμφώνως πρὸς τὴν παρούσαν, ὅπως ἐξασφαλίσῃ ἄδεια, τῶν ἀρχῶν ἐλέγχου συναλλάγματος ἐν Ἑλλάδι διὰ τὴν καταβολὴν τούτων εἰς δολλάρια Η.Π.Α. Ἐάν παρὰ τὴν τοιαύτην προσπάθειαν τὸ ΔΗΜΟΣΙΟΝ δὲν ἐξασφαλίσῃ τοιαύτην ἄδειαν θέλει γνωρίσῃ τοῦτο εἰς τὴν ATLANTIC καὶ ἐφ' ὅσον αἱ πληρωμαὶ ὀφείλονται βάσει τοῦ ἁρθροῦ VI τῆς παρούσης ἡ ATLANTIC θὰ ἀπαλλαγῇ τῶν υποχρεώσεων τῆς ὅπως παράσχη τὰς ἐν τῷ ἐν λόγω ἁρθρῷ ἀναφερομένας ὑπηρεσίας. Ἐφ' ὅσον αἱ πληρωμαὶ ἀφωρῶσι τὰς ἀναφερομένας εἰς τὸ ἄρθρον IV ἀμοιβὰς, ἡ ATLANTIC δύναται νὰ καταγγέλῃ τὴν παρούσαν Σύμβασιν καθ' οἰωνδήποτε χρόνον, παρέχουσα εἰς τὸ ΔΗΜΟΣΙΟΝ ἐγγράφον προειδοποίησιν τοῦλάχιστον 6 μηνῶν. Ἐφ' ὅσον ὅμως πρὶν ἢ ἡ ATLANTIC παράσχη τοιαύτην προειδοποίησιν ἢ κατὰ τὴν περίοδον τῆς τοιαύτης προειδοποιήσεως τὸ ΔΗΜΟΣΙΟΝ ἐξασφαλίσῃ ἄδειαν ὅπως προβῇ εἰς τὰς ἐν λόγω πληρωμὰς εἰς Δολλάρια Η. Π. Α., τότε τὸ δικαίωμα τῆς ATLANTIC ὅπως παράσχη τοιαύτην προειδοποίησιν, ἢ αὐτὴ αὐτὴ ἢ προειδοποιήσῃς ἐφ' ὅσον συντρέχῃ περίπτωσις, θὰ παύσῃ νὰ ἔχῃ ἰσχύν.

Γ. Τὸ ΔΗΜΟΣΙΟΝ δύναται καθ' οἰωνδήποτε τρόπον μετὰ τὴν πάροδον δέκα ἐτῶν ἀπὸ τῆς ἡμερομηνίας τῆς παρούσης νὰ καταγγέλῃ τὴν παρούσαν σύμβασιν παρέχον ἐγγράφον προειδοποίησιν τοῦλάχιστον 60 ἡμερῶν περὶ τῆς τοιαύτης καταγγελίας εἰς τὴν ATLANTIC.

Δ. Ἀπὸ τῆς λήξεως τῆς παρούσης Συμβάσεως συμφώνως πρὸς τοὺς ὅρους αὐτῆς δι' ἐγγράφου προειδοποιήσεως ἐκ μέρους τῆς ATLANTIC πρὸς τὸ ΔΗΜΟΣΙΟΝ συμφώνως πρὸς τὸ ἄρθρον XII.B, ἢ ἐκ μέρους τοῦ ΔΗΜΟΣΙΟΥ πρὸς τὴν ATLANTIC συμφώνως πρὸς τὸ ἄρθρον XII.Γ., ἡ ἀπαλλαγὴ τοῦ ΔΗΜΟΣΙΟΥ ἀπὸ ἀγωγῶν βασιζομένων εἰς τὰ δικαιώματα εὐρεσιτεχνίας καταλυτικῆς ἀναμορφώσεως τῆς ATLANTIC θὰ ἐξακολουθήσῃ ὑφισταμένη διὰ τὸ ποσὸν Ἡμερησίου Μέσου Φορτίου Ὑδρογονανθράκων διὰ τὸ ὁποῖον τὸ ΔΗΜΟΣΙΟΝ θὰ ἔχῃ μέχρι τοῦ χρόνου ἐκείνου προβῇ εἰς πληρωμὰς εἰς τὴν ATLANTIC συμφώνως πρὸς τὸ ἄρθρον IV. Ἡ παρασχεθεῖσα ἄδεια συμφώνως πρὸς τὸ ἄρθρον III.A, θὰ ἐξακολουθήσῃ ἰσχύουσα παρὰ τὴν τοιαύτην καταγγελίαν.

Ἄρθρον XIII.

Διευθύνσεις.

Αἱ διευθύνσεις τῶν συμβαλλομένων μερῶν θὰ ἔχωσιν ὡς ἐξῆς :

ATLANTIC : THE ATLANTIC REFINING COMPANY 260 SOUTH BROAD STREET PHILADELPHIA I, PA. USA

ΔΗΜΟΣΙΟΝ : Ὑπουργεῖον Συντονισμοῦ— Π Γενικὴ Διεύθυνσις ὁδὸς Ἀμερικῆς 3. Α. Ἀθῆναι, Ἑλλάς.

Αἱ ἐν σχέσει μετὰ τὴν παρούσαν γνωστοποιήσεις καὶ ἐγγράφα θὰ θεωρῶνται ὅτι παρεδόθησαν δεόντως ἀπὸ τῆς ταχυδρομικῆς ἀποστολῆς τῶν διὰ συστημένης ἐπιστολῆς μετὰ τὴν καταβολὴν τῶν σχετικῶν τελῶν χαρτοσήμου, πρὸς τὸν ἕτερον συμβαλλόμενον εἰς τὴν ὡς ἂνω διεύθυνσιν τούτου ἢ εἰς οἰωνδήποτε ἄλλην διεύθυνσιν ἣν οὗτος ἤθελεν ἀπὸ καιροῦ εἰς καιρὸν καθορίσῃ ἐγγράφως πρὸς τὸν ἕτερον συμβαλλόμενον.

"Αρθρον XIV.

Δέν θά ζητηθῇ ἀπὸ τὴν ATLANTIC νὰ παράσχω ἀντιδήμιον τεχνικήν πληροφορίαν ἢ νὰ προβῇ εἰς οἰανδήποτε ἐνέργειαν ἀντίθετον πρὸς τὰς ἀποφάσεις ἢ ἐντολὰς αἰσθητῶς Κυβερνητικῆς Ἀρχῆς τῶν Ἑνωμένων Πολιτειῶν ἢ προσώπου ἐνεργούντος διὰ λογαριασμόν ταύτης.

"Αρθρον XV.

Διαιτησία.

Πᾶσα διαφορά, διένεξις ἢ διαφωνία ἀναφυομένη μετὰ τῶν συμβαλλομένων ἐκ τῆς ἐφαρμογῆς τῆς παρούσης συμβάσεως καὶ ἀφορῶσα τὴν ἐκτέλεσιν ἢ ἐρμηνείαν τῶν ὅρων αὐτῆς καὶ τὴν ἐκτασιν τῶν ἐκ ταύτης δικαιωμάτων καὶ ὑποχρεώσεων τῶν συμβαλλομένων λύεται ἀποκλειστικῶς διὰ δικιτησίας κατὰ τὴν ἀκόλουθον διαδικασίαν :

Ὁ αἰτῶν τὴν διαιτησίαν δι' ἐγγράφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸν ἕτερον τῶν συμβαλλομένων καθορίζει ἐπακριβῶς τὸ ἀντικείμενον τῆς διαφοράς, διεξέξως ἢ διαφωνίας καὶ διορίζει τὸν δικιτητὴν αὐτοῦ, προσκαλῶν καὶ τὸν ἕτερον συμβαλλόμενον ὅπως προβῇ εἰς τὸν διορισμὸν τοῦ δικιτητοῦ αὐτοῦ. Ὁ πρὸς δὲ ἡ κοινοποιήσας ἀντισυμβαλλόμενος ὑποχρεοῦται ὅπως, ἐντὸς προθεσμίας τριῶν (30) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως, δι' ἐγγράφου ἀπευθυνομένου καὶ κοινοποιουμένου πρὸς τὸν αἰτοῦντα τὴν διαιτησίαν, διορίσῃ τὸν δικιτητὴν αὐτοῦ. Παρελθούσης ἀπορρίπτει τῆς προθεσμίας ταύτης, τὸν δεύτερον δικιτητὴν διορίζει ὁ Πρόεδρος τοῦ Διεθνoῦς Δικαστηρίου τῆς Χάγης τῇ αἰτήσῃ τοῦ ἐπισπεύδοντος τὴν διαιτησίαν.

Οἱ διορισθέντες δικιτηταὶ ὑποχρεοῦνται ὅπως ἐντὸς δέκα (10) ἡμερῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ τοῦ δευτέρου δικιτητοῦ ἐκλέξωσι κοινῇ συμφωνίᾳ τὸν ἐπιδιαιτητὴν. Μὴ συμφωνούντων τῶν δικιτητῶν εἰς τὸ πρόσωπον τοῦ ἐπιδιαιτητοῦ, ἡ παρελθούσης ἀπράκτου τῆς πρὸς διορισμὸν τοῦ ἐπιδιαιτητοῦ προθεσμίας, διορίζει αὐτὸν ὁ Πρόεδρος τοῦ Διεθνoῦς Δικαστηρίου Χάγης κατόπιν αἰτήσεως τῶν δικιτητῶν ἢ τοῦ ἑτέρου τούτων. Οἱ δικιτηταὶ μετὰ τοῦ ἐπιδιαιτητοῦ ὀφειλοῦσιν ὅπως ἐντὸς προθεσμίας δύο (2) μηνῶν ἀπὸ τῆς κοινοποιήσεως τοῦ διορισμοῦ πρὸς τὸν ἐπιδιαιτητὴν ἐκδώσωσι τὴν ἀπόφασίν των. Ἡ προθεσμία αὕτη δύναται νὰ παραταθῇ κοινῇ συμφωνίᾳ τῶν συμβαλλομένων.

Οἱ δικιτηταὶ καὶ ὁ ἐπιδιαιτητὴς δὲν ὑποχρεοῦνται ὅπως ἀκολουθήσωσι τυπικὴν διαδικασίαν διὰ τὴν διενέργειαν τῆς διαιτησίας. Δικαιοῦνται ὅπως ἐξετάζωσι μάρτυρας, ἐνεργῶσιν αὐτοφύλας, διατάσσωσι πραγματογνωμοσύνας καὶ λαμβάνωσιν ὑπ' ἑφιν πᾶν ἀποδεικτικὸν στοιχείον.

Ἐν περιπτώσει ἀρνήσεως ἢ κωλύματος τινὸς τῶν δικιτητῶν ἢ τοῦ ἐπιδιαιτητοῦ ὅπως ἀκολουθήσωσι τὴν διαιτησίαν, ἀντικαθίσταται οὗτος κατὰ τὴν τρηθεῖσαν διὰ τὸν διορισμὸν τοῦ διαδικασίαν. Εἰς τὴν περίπτωσιν ταύτην ἡ προθεσμία πρὸς ἐκδοσιν τῆς δικιτητικῆς ἀποφάσεως ἀναστέλλεται διὰ τὸ χρονικὸν διάστημα ἀπὸ τῆς ἐκδηλώσεως τοῦ κωλύματος, βεβαιουμένης διὰ πρόξεως ὑπογραφουμένης ὑπὸ τοῦ δικιτητοῦ καὶ τοῦ ἐπιδιαιτητοῦ, μέχρι τῆς ἀντικατάστασεως τοῦ κωλυομένου ἢ ἀρνούμενου νὰ συνεχίσῃ τὴν διαιτησίαν δικιτητοῦ ἢ ἐπιδιαιτητοῦ. Ἡ ἀρνήσις τινὸς τῶν δικιτητῶν ὅπως ὑπογράφῃ τὴν δικιτητικὴν ἀπόφασιν δὲν ματαιοῖ τὴν διαιτησίαν.

Ἡ ἀπόφασις τῶν δικιτητῶν καὶ τοῦ ἐπιδιαιτητοῦ εἶναι ὁριστική, τελεσιδικία καὶ ἀμετάκλητος μὴ ὑποκειμένη εἰς οὐδὲν τακτικὸν ἢ ἐκτακτὸν ἑνδικὸν μέσον. Κατ' αὐτῆς δὲν χωρεῖ ἀκυρωτικὴ τῆς διαδικασίας ἀγωγή οὐδ' ἀνακοπὴ κατὰ τοῦ ἐντάλματος ἐκτελέσεως.

Τὰ ἔξοδα τῆς διαιτησίας καὶ ἡ ἀποζημίωσις τῶν δικιτητῶν καὶ τοῦ ἐπιδιαιτητοῦ, καθορίζομενα ὑπὸ τῆς δικιτητικῆς ἀποφάσεως βαρύνουσι τὸν ἡττώμενον ἐν τῇ διαιτησίᾳ διάδικον.

"Αρθρον XVI.

Κατασκευὴ — Συμβόλαια προμηθείας καταλύτου.

ΤΟ ΔΗΜΟΣΙΟΝ δηλοῖ ὅτι ἤδη διαπραγματεύεται συμβάσιν κατασκευῆς μετὰ τῆς HYDROCARBON MI-

NERALOEEL, Γερμανικῆς Ἑταιρείας ἐχούσης τὰ γραφεῖα αὐτῆς εἰς DUSSELDORF, Γερμανίας, καὶ τοὺς μετ' αὐτῆς συνεργαζομένους Οἴκους διὰ τὴν κατασκευὴν Διυλιστηρίου τοῦ ΔΗΜΟΣΙΟΥ, οὐδυνος Διυλιστηρίου ἢ ἐρμηνείας θέλει ἀποτελέσῃ ὁλοκληρωμένον ἔργον. Συμφωνεῖται ὡς ἐκ τούτου, ὅτι ἡ πληρωμὴ ἥτις ὀφείλεται ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ πρὸς τὴν ATLANTIC ὡς προβλέπεται ἐν παραγράφῳ Α' τοῦ ἀρθρου IV, δὲν θέλει γίνῃ ὑπὸ τοῦ ΔΗΜΟΣΙΟΥ παρὰ ἐντὸς 30 ἡμερῶν ἀπὸ τῆς ἡμέρας τῆς ἰσχύος τῆς ἐν λόγῳ συμβάσεως κατασκευῆς μετὰ τῆς HYDROCARBON ὡς καὶ τῆς συμβάσεως μετὰ τῆς KALI — CHEMIE διὰ τὴν προμήθειαν καταλύτου, ἢς ἡμερομηνίας ΤΟ ΔΗΜΟΣΙΟΝ θέλει ἀμέσως γνωρίσῃ εἰς τὴν ATLANTIC.

Ἐπίσης λόγῳ διατάξεων τινῶν περὶ ἐγγυήσεων κλπ. αἱ τινες θέλουσι συμπεριληφθῇ εἰς τὴν ἐν λόγῳ σύμβασιν κατασκευῆς μετὰ τῆς HYDROCARBON συμφωνεῖται περαιτέρω ὅτι ἐπ' ὅσον μετὰ ἀπὸ 9 μηνῶν ἀπ' ἧς ὑδρογονάνθρακες φορτισθοῦν διὰ πρέσιν φορὰν εἰς τὴν ἐρμηνείαν τοῦ ΔΗΜΟΣΙΟΥ, ἡ ἐγγυήσις ὅτι ἡ ἐν λόγῳ ἐρμηνεία θέλει παράγῃ προϊόν ῥηθείσης ποσότητος καὶ ποιότητος προβλεπομένης ἐν ἀρθρῳ VII δὲν πληρωθῇ, τὸ ΔΗΜΟΣΙΟΝ θέλει ἀπαλλαγῇ πάσης περαιτέρω καταβολῆς ὀφειλομένης δυνάμει τῆς παραγράφου Γ' τοῦ ἀρθρου IV μέχρι οὗ πληρωθῶσιν αἱ ἐν λόγῳ ἐγγυήσεις.

"Αρθρον XVII.

Τῇ παρούσῃ Συμβάσει προσχωρεῖται ἡ ἀπὸ 21 Ἀπριλίου 1955, File 208-12 ἐπιστολὴ τῆς THE ATLANTIC REFINING COMPANY ἐπεξηγηματικὴ τοῦ τρόπου ὑπολογισμοῦ τῶν καταβλητέων δικαιωμάτων ἐξερσιτεχνίας καὶ ἧς τὸ κείμενον ἀποτελεῖ ἀναπόσπαστον μῆγμα τῆς παρούσης Συμβάσεως.

Διὰ τὸ Ἑλληνικὸν Δημόσιον

Ὁ Ὑπουργὸς τοῦ Συντακτισμοῦ

Ὁ Ὑπουργὸς τῆς Βιομηχανίας

Διὰ τὴν ATLANTIC REFINING COMPANY

THE ATLANTIC REFINING COMPANY

Incorporated 1870

PETROLEUM PRODUCTS

2700 Passyunk Avenue

Philadelphia, Pa.

April 21, 1955

File : 208-12

Κύριοι,

Γεώργιον Σιακρῶν

Γενικὸν Διευθυντὴν

Ὑπουργεῖον Συντακτισμοῦ

Φροντίδι G. ARMISTEAD AND Co.

Ἀθῆναι

ὑπ' ὀφιν T.R. GRANT, Διευθυντοῦ ἔργου

Κύριοι,

Ἡ παρούσα ἀποτελεῖ ἀπεμβατικὴν πρὸς ὑμᾶς ἐπὶ τῶν ἐγερθέντων διὰ ζητημάτων διὰ τῆς ἀπὸ 14ης Ἀπριλίου 1955 ἐπιστολῆς ὡς πρὸς τὴν ἐρμηνείαν οἷον τμημάτων τῆς Συμβάσεως τῆς ἀφορῆσης τῶν ἡμετέρων Δικαιωμάτων Ἐξερσιτεχνίας.

I. Καταβολὴ Δικαιωμάτων.

α) Ἐὰν λαφθῇ ὡς προϋπόθεσις ὅτι ἡ πραγματικὴ ἐξερσιτεχνία τῆς μονάδος ἀνέρχεται συνολικῶς εἰς 8.200 βαρέλια ἀνὰ ἡμέραν κατεργασίας τότε τὸ ἀφορτικὸν Ὑδρογονάνθρα-

κων) ἰσοῦται πρὸς 8200—(0,80 X 0,15 X 8200) ἢ 8200—982 ἢ 7218 βαρέλια ἀνὰ ἡμέραν κατεργασίας. Περαιτέρω, προϋποθέτοντες ὅτι ἡ μονὰς λειτουργεῖ ἐπὶ 330 ἡμέρας ἐτησίως τότε τὸ «ἡμερήσιον μέσον φορτίον ὑδρογονανθράκων» ἀνέρχεται εἰς 7218 X 330 ἢ 6530 βαρέλια ἡμερησίως.

365

Ὁ ὡς ἄνω ἀριθμὸς βαρελίων πολλαπλασιαζόμενος ἐπὶ τὸ ποσὸν τῶν 100 δολλαρίων ἀνὰ βαρέλιον δίδει τὸ συνολικῶς καταβλητέον ποσὸν διὰ δικαιώματα εὐρεσιτεχνίας ἀνερχόμενον εἰς 653.000 δολάρια.

β) Ὁ τρόπος ὑπολογισμοῦ τῶν καταβλητέων δικαιωμάτων εὐρεσιτεχνίας ὡς προβλέπεται ἐν τῇ σχετικῇ Συμβάσει ἦν διεπραγματεύθημεν μεθ' ὑμῶν θὰ εἶναι ὁ ἀκόλουθος :

1) Ἀμοιβὴ ἐκ Δολλαρίων 54.000 καταβλητέα ἀμα τῇ ἐφαρμογῇ τῆς συμβάσεως, ἥτις ἀντιστοιχεῖ εἰς «πλήρως καταβαλλομένην» ἀμοιβὴν «ἡμερησίου μέσου φορτίου ὑδρογονανθράκων» ἐκ 540 βαρελίων.

2) Ἀμοιβὴ ἐκ Δολλαρίων 54.000 ἀφ' ἧς ἐφορτώθησαν διὰ πρώτην φορὰν ὑδρογονανθράκες εἰς τὴν ἐγκατάστασιν, ἥτις ἀντιστοιχεῖ εἰς «πλήρως καταβαλλομένην» ἀμοιβὴν «ἡμερησίου φορτίου ὑδρογονανθράκων» ἐκ 540 προσθέτων βαρελίων.

3) Ἐὰν ληφθῇ ὡς προϋπόθεσις ὅτι ὁ πραγματικὸς βαθμὸς φορτίσεως ἀνέρχεται εἰς 6.800 βαρέλια καθ' ἡμέραν κατεργασίας ὑδρογονανθράκων με 15 % ἐξαέρωσιν εἰς 158° F καὶ χρόνον κατεργασίας 330 ἡμερῶν ἀνὰ ἡμερολογιακὸν ἔτος, τότε τὸ «ἡμερήσιον μέσον φορτίον ὑδρογονανθράκων» θὰ εἶναι 6.800—(6.800 X 0,80 X 0,15) ἢ 6.800

5984
—816 ἢ $\frac{5984}{365}$ X 330 ἢ 5400 βαρέλια.

α) Ἡ καταβλητέα εἰς τὸ τέλος τοῦ πρώτου ἐξαμήνου λειτουργίας ἀμοιβὴ διὰ δικαιώματα εὐρεσιτεχνίας θὰ εἶναι ἡ ἀκόλουθος :

«Ἡμερήσιον μέσον φορτίον ὑδρογονανθράκων» ... 5.400
Μείον βαρέλια ἀντιστοιχοῦντα εἰς «πλήρως καταβαλλομένην» ἀμοιβὴν 1.080

ὑπόλοιπον βαρελίων διὰ τὸ ὅποιον ὀφείλεται ἀμοιβὴ λειτουργίας 4.320
ἢ 4320 X 365 X Δολλ. 0,08 = Δολλ. 63.000.

2

β) Ἡ καταβλητέα εἰς τὸ τέλος τοῦ πρώτου ἔτους λειτουργίας ἀμοιβὴ θὰ ἀνέρχεται εἰς 4.320 X 365 X Δολλ. 0,08 ἢ Δολλ. 63.000.

2

γ) Εἰς τὸ τέλος τοῦ πρώτου ἔτους λειτουργίας θὰ ἔχη καταβληθῇ συνολικὴ ἀμοιβὴ διὰ δικαιώματα εὐρεσιτεχνίας ἐκ Δολλαρίων 54.000 + Δολλ. 54.000 + Δολλ. 63.000 + Δολλ. 63.000 = Δολλ. 234.000, ἅτινα κατὰ τὸν χρόνον τοῦτον ἀντιστοιχοῦν εἰς «πλήρως καταβαλλομένην» ἀμοιβὴν «ἡμερησίου μέσου φορτίου ὑδρογονανθράκων» ἐκ 2340 βαρελίων.

δ) Ἡ καταβλητέα εἰς τὸ τέλος τοῦ πρώτου ἐξαμήνου τοῦ δευτέρου ἔτους λειτουργίας ἀμοιβὴ διὰ δικαιώματα εὐρεσιτεχνίας θὰ εἶναι ἡ ἀκόλουθος :

«Ἡμερήσιον μέσον φορτίον ὑδρογονανθράκων» .. 5.400
Μείον βαρέλια ἀντιστοιχοῦντα εἰς «πλήρως καταβαλλομένην» ἀμοιβὴν 2.340

ὑπόλοιπον διὰ τὸ ὅποιον ὀφείλεται ἀμοιβὴ λειτουργίας 3.060
ἢ 3.060 X 365 X Δολλ. 0,08 = Δολλ. 44.700.

2

ε) Ἡ καταβλητέα εἰς τὸ τέλος τοῦ δευτέρου ἔτους λει-

τουργίας ἀμοιβὴ θὰ ἀνέρχεται εἰς 3.060 X 365 X Δολλ. 0,08 = Δολλ. 44.700.

2

στ) Εἰς τὸ τέλος τοῦ δευτέρου ἔτους λειτουργίας θὰ ἔχη καταβληθῇ συνολικὴ ἀμοιβὴ διὰ δικαιώματα εὐρεσιτεχνίας ἐκ Δολλ. 234.000 + Δολλ. 44.700 + Δολλ. 44.700 ἢ Δολλ. 323.400, ἅτινα κατὰ τὸν χρόνον τοῦτον ἀντιστοιχοῦν εἰς «πλήρως καταβαλλομένην» ἀμοιβὴν «ἡμερησίου μέσου φορτίου ὑδρογονανθράκων» ἐκ 3.234 βαρελίων.

ζ) Ἡ καταβλητέα εἰς τὸ τέλος τοῦ πρώτου ἐξαμήνου τοῦ τρίτου ἔτους λειτουργίας ἀμοιβὴ διὰ δικαιώματα εὐρεσιτεχνίας θὰ εἶναι ἡ ἀκόλουθος :

«Ἡμερήσιον μέσον φορτίον ὑδρογονανθράκων» .. 5.400
Μείον βαρέλια ἀντιστοιχοῦντα εἰς «πλήρως καταβαλλομένην» ἀμοιβὴν 3.234

ὑπόλοιπον διὰ τὸ ὅποιον ὀφείλεται ἀμοιβὴ λειτουργίας 2.166 ἢ 2.166 X 365 X Δολλ. 0,08 = Δολλ. 31.600.

2

η) Ἡ καταβλητέα εἰς τὸ τέλος τοῦ τρίτου ἔτους λειτουργίας ἀμοιβὴ θὰ ἀνέρχεται εἰς 2.166 X 365 X Δολλ. 0,08 = Δολλ. 31.600.

2

θ) Εἰς τὸ τέλος τοῦ τρίτου ἔτους λειτουργίας θὰ ἔχη καταβληθῇ συνολικὴ ἀμοιβὴ διὰ δικαιώματα εὐρεσιτεχνίας ἐκ Δολλ. 323.400 + Δολλ. 31.600 + Δολλ. 31.600 ἢ Δολλ. 386.600, ἅτινα κατὰ τὸν χρόνον τοῦτον ἀντιστοιχοῦν εἰς «πλήρως καταβαλλομένην» ἀμοιβὴν «ἡμερησίου μέσου φορτίου ὑδρογονανθράκων» ἐκ 3.866 βαρελίων.

Ἡ καταβλητὴ τῆς ἀμοιβῆς λειτουργίας διὰ δικαιώματα εὐρεσιτεχνίας θὰ συνεχίζεται ὑπολογιζομένη ἐπὶ τῆς ἰδίας βάσεως διὰ τῆς χρησιμοποίησεως τοῦ πραγματικοῦ ποσοῦ ἐπιβαρύνσεως ἐκάστου ἐξαμήνου, τὸ ὅποιον διορθοῦται ἀναλόγως τοῦ ποσοῦ τῶν «πλήρως καταβαλλομένων» βαρελίων τὰ ὅποια προστίθενται καὶ πιστοῦνται δι' ἕκαστον πλῆρες ἔτος λειτουργίας.

II. Ἡμερήσιον Μέσον Φορτίον ὑδρογονανθράκων.

Σημειωτέον ὅτι ὁ ὅρος «ἡμερήσιον μέσον φορτίον ὑδρογονανθράκων» ὑπολογίζεται δι' ἐκάστην περίοδον καταβολῆς ἀμοιβῆς διὰ δικαιώματα εὐρεσιτεχνίας (ἐξ μῆνης) διὰ τῆς ἀφαιρέσεως ἐκ τοῦ πραγματικοῦ ἀριθμοῦ τῶν βαρελίων φορτίσεως κατὰ τὴν εἰρημένην ἐξαμηνίαν ποσοστοῦ 80 % τῆς ποσότητος τῆς τοιαύτης φορτίσεως, ἥτις ζεεῖ κάτω τῶν 158°F καὶ κατόπιν διὰ τῆς διαρέσεως τοῦ εἰρημένου «φορτίου ὑδρογονανθράκων» διὰ τοῦ ἀριθμοῦ τῶν ἡμερολογιακῶν ἡμερῶν ἐν τῇ εἰρημένῃ ἐξαμηνίᾳ.

III. Διὰ νὰ διατυπωθῇ κατὰ τὴν ἐπιθυμίαν τῆς Ἑλληνικῆς Κυβερνήσεως καὶ ἀποφευχθῇ συνεπῶς ἡ ἀνάγκη κατ' ἔτος ἀνακοινώσεως, τὸ ἄρθρον IV, παραγρ. Δ, ἐδάφιον (γ) δέον νὰ τροποποιηθῇ ὡς ἑπεται: «κατὰ τὴν 20ὴν Ἰανουαρίου ἐκάστου ἔτους ἡ πρὸ αὐτῆς θέλει εἰδοποιῇ ἐγγράφως τὴν ATLANTIC περὶ τῆς ἀποφάσεως τοῦ ΔΗΜΟΣΙΟΥ ὅπως μὴ μετατρέψῃ ἤδη καταβληθείσας ἀμοιβὰς λειτουργίας εἰς προσθέτους «πλήρως καταβαλλομένας» ἀμοιβὰς. Ἄλλως καθ' ἐκάστην 20ὴν Ἰανουαρίου ἅπασαι αἱ καταβληθεῖσαι μέχρι τῆς ἡμερομηνίας ταύτης ἀμοιβαὶ λειτουργίας θὰ μετατρέπωνται αὐτομάτως εἰς προσθέτους «πλήρως καταβαλλομένας» ἀμοιβὰς».

Πρὸς τὸν σκοπὸν τελικῆς διευκρινίσεως τῆς μεθόδου ὑπολογισμοῦ τῆς ἀμοιβῆς διὰ δικαιώματα εὐρεσιτεχνίας τὸ παρὸν ἔγγραφο δύναται νὰ ἐπισυναφθῇ καὶ νὰ ἀποτελέσῃ παράρτημα τῆς μετὰ τῆς Ἑλληνικῆς Κυβερνήσεως συμβάσεως εὐρεσιτεχνίας ἡμῶν.

Μεθ' ὑπολήψεως

N. E. BIRCH
M. J. FOWLE

AGREEMENT

In Athens, to-day between the Greek Government represented for the execution of the present Agreement by the Ministers: (1) of Coordination, Mr. P. Papaligouras, and (2) of Industry, Mr. A. Protopapadakis, authorised to this effect by virtue of Act of the Council of Ministers, No. 247/29-1-55, and hereinafter called «the Refiner», on the one hand, and, on the other, the Atlantic Refining Company, a Pennsylvania corporation, represented by Mr. M.J. Fowle and Mr. N.E. Birch, hereinafter called «Atlantic», the following have been agreed upon.

Article 1

Recitals and Definitions

A. Atlantic has developed techniques for the manufacture of a platinum or palladium containing catalyst and for the use of such catalyst primarily for catalytically reforming petroleum hydrocarbons in the gasoline boiling range. The hydrocarbons are contacted with the catalyst under reforming conditions of temperature, pressure, and space velocity, and in the presence of recycled hydrogen, for the purpose of converting such hydrocarbons to hydrocarbons of improved quality for use as motor fuels, naptha, solvents, or as a source of specific chemicals. More specifically, the catalyst comprises platinum or palladium or compounds or mixtures thereof supported on a siliceous base having a catalytic cracking activity of not more than seventy-five by the Atlantic D+L Test Method, more particularly described in »Proceedings of the 27th Annual Meeting of the American Petroleum Institute,» Volume 37 (3) (1947) p. 90. These techniques, collectively, hereinafter are termed »Catalytic Reforming Process», and the term »Catalyst» as used hereinafter shall mean the catalyst above identified. The term »Catalytic Reforming Process», in addition, shall mean and shall include apparatus and equipment useful in the operation of such process and the total products produced directly by such process; it does not include the right to make or have made Catalyst for use in such process or for any other use.

In addition to such techniques and for use in connection therewith, Atlantic has developed and has in its possession complete technical and engineering data relating to Catalytic Reforming Process and a staff of technically trained engineering personnel experienced in the use of such techniques and data. In consideration of the payment to Atlantic of certain fees hereinafter set forth in Articles IV and VI, Atlantic is willing to utilize such techniques, data and personnel to enable Refiner to practice Catalytic Reforming Process.

B. REFINER desires to practice Catalytic Reforming Process.

C. The term »Catalytic Reforming Patent Rights» shall mean all claims of Letters Patent of all countries throughout the world based on inventions made prior to and during the term of this agreement, to the extent, and only to the extent, that said claims in the absence of the immunity granted herein would be infringed by Catalytic Reforming Process, which patents or the inventions thereof are now or hereafter are owned or controlled by the party specified with reference to that term in the sense of having the right to grant the within immunity thereunder without accounting to others.

D. The term »barrel» shall mean forty-two gallons of two hundred and thirty-one cubic inches each, measured at sixty degrees Fahrenheit (60°F).

E. The term »Hydrocarbon Charge» shall mean all hydrocarbons contacted with Catalyst as charge to a plant operated for the practice of Catalytic Reforming Process under this Agreement, less eighty per cent (80%) of that quantity of said hydrocarbons that boil below one hundred and fifty-eight degrees Fahrenheit (158°F), as determined by ASTM Test D-86-46.

F. The term »Daily Average Hydrocarbon charge» shall mean the total number of barrels of Hydrocarbon charge processed during a calendar year divided by the number of days in said calendar year.

Article II.

Plant design and operation.

Atlantic agrees, subject to the terms and conditions hereinafter stated, to furnish refiner with technical information, engineering and design data, and technical services adequate to enable refiner with the aid of a competent refinery construction contractor to design, erect, and place into operation, a plant (hereinafter termed »refiner's plant») for the practice of Catalytic Reforming Process, said plant to be designed to charge approximately Eight thousand and two hundred (8,200) barrels of Daily Average Hydrocarbon Charge (hereinafter termed »designed Capacity») and to be erected at refiner's refinery located at Aspropyrgos, Greece.

Refiner agrees to keep confidential, any and all technical information and engineering and design data furnished by Atlantic to Refiner pursuant to this agreement and refiner further agrees that it will use its best efforts to prevent duplication or disclosure of the same except to the extent necessary to refiner's operations or business and except as it shall become public knowledge otherwise than by act or omission of refiner.

Article III.

Covenants

A. Atlantic covenants that refiner shall not during the term of this agreement be sued for infringement of Atlantic's Catalytic Reforming Patent Rights because of the practice by refiner of Catalytic Reforming Process in refiner's plant or in any replacement thereof.

B. Refiner covenants that neither Atlantic nor others holding immunity under Atlantic's Catalytic Reforming Patent Rights shall be sued for infringement of the Catalytic Reforming Patent Rights of REFINER because of the practice by ATLANTIC or by others holding immunity under ATLANTIC'S Catalytic Reforming Patent Rights of Catalytic Reforming Process.

Article IV.

PAYMENT

The fees for utilization of ATLANTIC'S techniques and technical and engineering data and for the immunity from suit under ATLANTIC'S Catalytic Reforming Patent Rights shall be:

A. A fully-paid fee, payable as provided in article XVI of this agreement, in the amount of fifty-four thousand dollars (\$ 54,000).

B. A fully-paid fee, payable within thirty (30) days after hydrocarbons are first charged to Refiner's plant, in the amount of fifty-four thousand dollars (\$ 54,000).

C. At REFINER'S option and except as otherwise provided in Article XVI a running fee either:

a) Of eight (8) cents for each barrel of Hydrocarbon charge to REFINER'S plant in excess of the

total number of barrels of Daily Average Hydrocarbon Charge for which the fully-paid fee previously has been paid, in which event, the total of all such running fees paid by REFINER to ATLANTIC shall accrue toward the acquisition of additional fully-paid fees at the rate of one hundred dollars (\$ 100.00) per barrel of Daily Average Hydrocarbon Charge; or

b) Of five (5) cents for each barrel of Hydrocarbon Charge to REFINER'S Plant in excess of the total number of barrels of Daily Average Hydrocarbon Charge for which the fully-paid fee previously has been paid in which event fifty per cent (50 o/o) of all such running fees paid by REFINER to ATLANTIC shall accrue toward the acquisition of additional fully-paid fees at the rate of one hundred dollars (\$ 100.00) per barrel of Daily Average Hydrocarbon Charge.

Additional fully-paid fees may be paid by REFINER to ATLANTIC at any time and any running fees accrued toward additional fully paid fees may be converted to fully-paid fees at the end of any calendar year at REFINER'S option.

D. REFINER shall a) on or before the 20th day of each month, advise ATLANTIC in writing of the total quantity, in barrels of hydrocarbons charged to REFINER'S Plant during the preceding month; (b) on or before January 20th and July 20th of each year pay to ATLANTIC running fees as prescribed in Article IV, with regard, respectively, to the preceding six (6) calendar month period of operation and (c) on or before each January 20th advise ATLANTIC in writing of REFINER'S option to not convert previously accrued running fees otherwise on each January 20th all such previously accrued running fees shall automatically be converted to additional fully paid fees.

E. All fees payable hereunder by REFINER to ATLANTIC shall be paid in United States Dollars and in the event that payment of any such fees to ATLANTIC by REFINER shall be subject to any taxes, assessments or charges levied, assessed or imposed by any authority outside of the United States, payments by REFINER hereunder shall be calculated at the time payment is due in such manner that the amount receivable by ATLANTIC, after deduction of such tax, assessment or charge, shall be the amount herein specified to be paid by REFINER to ATLANTIC.

F. REFINER shall at no time be under any obligation to operate Catalytic Reforming Process utilizing Catalyst as defined in Paragraph A of Article I and if for any period Catalytic Reforming Process utilizing catalyst as defined in Paragraph A of Article I is not operated by Refiner, REFINER shall not for such period be obligated to pay any fees to ATLANTIC and for such period, REFINER shall be entitled to use any other catalytic reforming process.

Article V

RECORDS

REFINER shall keep records adequate to determine the payments due to ATLANTIC, and ATLANTIC shall have access to the records of REFINER during regular business hours to the extent, and only to the extent, necessary to verify the sums, if any, due ATLANTIC.

Article VI

TECHNICAL SERVICES

ATLANTIC agrees to make available to REFINER at REFINER'S Plant for a reasonable period of ini-

tial operation of said plant, not less than one but not more than five (5) (to be agreed upon at the time) technically-trained operators familiar with ATLANTIC's techniques and the application of such techniques in the practice of Catalytic Reforming Process, whose purpose and obligation, without limitation, shall be to instruct and train REFINER'S Refinery personnel in the use of such techniques and in particular in the practice of Catalytic Reforming Process. REFINER agrees to pay to ATLANTIC for each such operator a reasonable per diem fee to be agreed upon at the time in United States Dollars and in addition, REFINER agrees to provide at REFINER'S own expense appropriate living and travel for each such operator, provided, however, that to the extent that travel and living expenses are incurred by ATLANTIC for such operators in United States dollars REFINER agrees to reimburse ATLANTIC for such living and travel expenses in United States Dollars.

ATLANTIC further agrees that it will, if requested by REFINER, furnish mechanical inspection service and technical consulting service having to do with the practice of Catalytic Reforming Process at reasonable cost to be agreed upon at the time.

Article VII

CATALYST SUPPLY

ATLANTIC represents that it has entered into an agreement with KALI-CHEMIE AKTIENGESellschaft, a German Corporation, hereinafter referred to as KALI-CHEMIE, in accordance with which ATLANTIC has made and will continue to make available to KALI-CHEMIE its information, know-how, operating techniques, and data having to do with the manufacture of catalyst and further in accordance with which KALI-CHEMIE has agreed to manufacture for sale and to make available at a reasonable price or prices at all times to users of Catalytic Reforming Process, Catalyst for use in Catalytic Reforming Process. ATLANTIC obligates itself to use its best efforts to effect the fulfillment of the agreement between itself and KALI-CHEMIE and of KALI-CHEMIE'S obligations thereunder. In the event of failure on the part of KALI-CHEMIE to fulfill its obligations pursuant to said agreement with ATLANTIC and in the event of other conditions arising ATLANTIC has reserved to itself the right to designate other manufacturers of catalyst which right ATLANTIC obligates itself to promptly exercise to the extent necessary to secure the availability of catalyst to REFINER and in such event to inform REFINER of the names and addresses of such other manufacturers.

Article VIII

GUARANTEES

ATLANTIC agrees that if REFINER'S Plant (1) is constructed in accordance with process designs and specifications approved by ATLANTIC and when so constructed mechanically is capable of meeting such process designs and specifications; (2) is operated under Catalytic Reforming Process conditions approved by ATLANTIC; and (3) utilizes Catalyst produced by KALI-CHEMIE or by another manufacturer designated by ATLANTIC, ATLANTIC will guarantee that said plant when operated with a feed stock having the following quality specifications:

A.P.I.	63.1
Reed Vapor Pressure (RVP)	3.9
ASTM Distillation % evaporated	
0	95
10	142
30	228
50	270
90	324
E.P.	362
Sulfur-Wt. %, Zahn	0.038
(after caustic wash)	
Butanes and lighter-Vol. %	2.3 %
C.F.R.R. Octane Number	37.5

or its equivalent, and at an average per stream day rate of no more than 8.200 barrels, will process an average of not less than 50 or alternately 40 barrels of feed stock per pound of Catalyst, and will produce an average of not less than 97.5 or alternately 92.5 Volume percent per stream day of 10 pound RVP product having a Research Method octane number as determined by ASTM Test D-908-48-T of not less than 85.0 after the addition of 1.9 cc. T.E.L.) U.S. Gallon or alternately 90.0 after the addition of 1.90 cc. TEL) U.S. gallon, the term 10 pound RVP. products as used herein meaning the total hydrocarbons heavier than C3 recovered as liquid from the primary separator of said plant, corrected to 10 pound RVP. by the subtraction or addition of butanes as required.

The guarantee that said plant will process an average of not less than 50 or alternately 40 barrels of feed stock per pound of Catalyst under conditions to produce a product of said average quantity and quality shall be deemed to have been fully met once it is satisfied by any single charge of Catalyst to said plant and until it is fully met, but in any event for a period not to exceed two (2) years from the date of commencement of operation of said plant, ATLANTIC agrees that it will, within sixty (60) days after each replacement of Catalyst in said plant, pay to REFINER the sum of Four Dollars (\$ 4.00) for each 50 or alternately 40 barrels represented by the difference between (1) the total number of pounds of Catalyst last removed from the unit multiplied by the factor 50 or alternately 40, and (2) the total feed stock processed by said plant during the period that said Catalyst was in said plant.

The guarantee that said plant will produce a product of said average quantity and quality shall be deemed to have been fully met at any time a product of such average quantity and quality shall have been produced over a period of ten (10) consecutive operating days of twenty-four (24) hours on stream.

ATLANTIC shall have the right at any time to make equipment additions to said plant for the purpose of causing said plant to meet the guarantees set forth in the present Article VIII, provided, however, that if the guarantee having to do with the quantity and quality of the product to be produced in said plant is not met within one hundred and eighty (180) days following the date of commencement of the official test runs in said plant, ATLANTIC shall become obligated, at its own expense, subject, however, to the provisions of Article X, to make such equipment additions as will cause said plant to meet such guarantee.

ATLANTIC shall not be liable for failure or delays in performance due to any causes or circumstances beyond its control.

Official test runs for the purpose of meeting the guarantees set forth in Article VIII shall at all times be under the direction and control of ATLANTIC's technically trained operators and shall commence immediately

following mechanical testing of said plant and upon completion of such preliminary test runs as in the opinion of ATLANTIC'S technically trained operators may be necessary for the adjustment of said plant.

REFINER agrees, for the purpose of making preliminary and official test runs, to furnish, at its own expense, feed stock of the quantity and quality specified in Article VIII, Catalyst, utilities, operating and maintenance personnel, and maintenance materials and operating supplies, and failing to do so, refiner shall be deemed to have waived the requirements for the official test runs and all guarantees stated in Article VIII thereupon shall be considered to have been met in full.

Article IX

INDEMNITY

REFINER agrees to advise ATLANTIC promptly in writing, of any notice or claim of patent infringement or of the commencement of any suit or action for infringement of patents made or brought against REFINER because of the use by REFINER of Catalytic Reforming Process. If such use by REFINER is in accordance with designs and specifications approved in writing by ATLANTIC, which approval will not be unreasonably withheld, and if such use utilizes Catalyst produced by KALI-CHEMIE or by another manufacturer designated by ATLANTIC, ATLANTIC agrees that upon receipt of such advice it will, at its own expense, subject however, to the limitations of Article X (1) undertake the defense of any such suit or action, and (2) hold REFINER free and harmless from any damage or other sums that may be assessed or become payable in any decree or final judgement by a court of last resort or by a court from which no appeal is taken, provided, however, that ATLANTIC shall have sole charge and direction of the defense of any such suit or action and provided further that REFINER will render to ATLANTIC all reasonable assistance that may be required by ATLANTIC in the defense of any such suit or action. REFINER shall have the right to be represented in any such suit or action by advisory counsel of its own selection and at its own expense.

Article X

LIMITATIONS AND REPAYMENTS

A. It is understood and agreed that the total of the sums of money which ATLANTIC shall be required to expend toward fulfillment of the obligations assumed by ATLANTIC under either or both of Articles VIII and IX shall not exceed fifty per cent (50%) of the total fees theretofore paid by REFINER to ATLANTIC.

B. If for the purpose of meeting the guarantees provided for in Article VIII, REFINER is required, because of the limitation upon ATLANTIC'S obligations herein, to expend any moneys, such moneys as are expended by REFINER shall be applied to the payment of additional fully-paid fees as provided in Article IV.

Article XI

EQUAL TREATMENT

If at any time hereafter ATLANTIC shall agree with any other party in Greece or in Italy to furnish information on Catalytic Reforming Process and in connection therewith, grant an immunity under ATLANTIC'S Catalytic Reforming Patent Rights similar to that granted herein to REFINER upon payment

of fees lower than the fees provided in this agreement, ATLANTIC shall at that time make such lower fees available to REFINER for the purpose of computing all payments from REFINER to ATLANTIC which may fall due under this agreement for practice of Catalytic Reforming Process by REFINER subsequent to the effective date of such agreement with such other party. It is understood, however, that ATLANTIC may assign a fair value to patent rights on then existing inventions or to other consideration of real value received from other parties without being deemed to have violated this provision. REFINER agrees that, if the agreement with such other party contains one or more provisions which would be less favorable to REFINER the availability of such lower fee to REFINER shall be contingent upon REFINER'S acceptance of such less favorable provisions.

Article XII

PARTIES AND TERMINATIONS

A. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; provided however, that REFINER may not, without the prior written consent of ATLANTIC, assign the rights, privileges and obligations herein granted to any other than a successor to substantially the entire business of REFINER or to a purchaser of REFINER'S Plant.

B. REFINER shall, as and when payments become due to ATLANTIC hereunder, exercise every reasonable effort to obtain the permission of authorities exercising control over currency in Greece to make such payments in United States Dollars. If despite the exercise of such efforts, REFINER shall be denied such permission, REFINER shall immediately notify ATLANTIC of such fact and if the payments are in respect of reimbursement of the nature referred to in Article VI, ATLANTIC shall be relieved of its obligations to perform the services therein recited and if the payments are in respect of the fees prescribed in Article IV, ATLANTIC may at any time thereafter, by not less than six (6) months prior notice in writing to REFINER terminate this agreement, provided, however, that if, before ATLANTIC shall have given such notice or during the period of such notice REFINER shall obtain permission to make the said payments in United States Dollars, then ATLANTIC'S right to give such notice or such notice itself, as the case may be, shall cease to have effect.

C. REFINER may, at any time after ten (10) years from the date hereof, terminate this agreement by giving at least sixty (60) days prior written notice of such termination to ATLANTIC.

D. Upon termination of this agreement, in accordance with its terms, by notice in writing from ATLANTIC to REFINER under Article XII B or from REFINER to ATLANTIC under Article XII C, the immunity of REFINER from suit under the Catalytic Reforming Patent Rights of ATLANTIC shall continue to the full extent of the Daily Average Hydrocarbon Charge for which REFINER shall have theretofore made payment to ATLANTIC under Article IV. The grant of immunity in Article III A shall remain in effect despite such termination.

Article XIII.

ADDRESSES

The addresses of the parties hereto are as follows:

ATLANTIC: THE ATLANTIC REFINING COMPANY
260 SOUTH BROAD STREET
PHILADELPHIA 1, PA, U. S. A.

REFINER : GREEK GOVERNMENT
MINISTRY OF COORDINATION
II GENERAL DIRECTORATE
3A, AMERIKIS STREET
ATHENS, GREECE.

Notices and written statements hereunder shall be deemed to have been duly given upon the registered mailing thereof, post-paid, to the party entitled thereto at its above address or at such other address as may from time to time be designated in writing to the other party.

Article XIV.

GOVERNMENTAL AUTHORITY

ATLANTIC shall not be required to supply any technical information or perform any act in contravention of any requirement or request of any U. S. governmental authority or person purporting to act therefor.

Article XV.

ARBITRATION

Any difference, dispute or disagreement arising between the contracting parties out of or relating to the performance of the present agreement, the interpretation of the conditions thereof and the extent of the rights and obligations of the contracting parties deriving therefrom, shall be settled exclusively by arbitration in accordance with the following procedure:

The party desiring arbitration shall give to the other party written notice of its desire specifying the questions forming the object of the difference, dispute or disagreement and naming the Arbitrator appointed by it, and shall invite the other party to appoint a second Arbitrator. Within 30 days from receipt of such notice the other party shall give the party desiring arbitration written notice naming the Arbitrator appointed by it. If the second party fails to act within the above time limit, the second Arbitrator shall be appointed by the President of the International Court of the Hague on the request of the party desiring arbitration. The Arbitrators so appointed shall within 10 days from the communication of the appointment of the second Arbitrator, select by common agreement a Referee. In the event that the Arbitrators do not agree on the selection of the Referee or fail to select him within the above time limit, the Referee shall be appointed by the President of the International Court of the Hague on the request of the Arbitrators or of either of them. The Arbitrators and Referee shall issue their decision within two months from the notification to the Referee of his appointment. The above time limits may be extended by common agreement of the contracting parties.

The Arbitrators and Referee shall not be bound by any rules of procedure in carrying out the arbitration. They shall have the right to examine witnesses, carry out inspections, obtain the testimony of expert witnesses and take into consideration any evidence produced by either party.

Should either of the Arbitrators or the Referee refuse to continue the arbitration or be prevented from it;

he shall be replaced in accordance with the procedure which has been followed for his appointment. In the latter event the time limit for the issue of the arbitration decision shall be suspended during the period from the date on which the difficulty arose, which date will be confirmed by deed signed by the remaining Arbitrators and Referee, until the replacement of the Arbitrator or Referee who refuses to continue the Arbitration or is prevented from it. The refusal of either of the Arbitrators or of the Referee to sign the arbitration decision does not cancel the arbitration.

The decision of the Arbitrators and of the Referee is definitive, final and irrevocable and is not subject to any regular or extraordinary means of appeal. No action for its cancellation or appeal against the order of its enforcement shall be permitted.

The expenses of the arbitration and the fees of the Arbitrators and Referee shall be borne by the defeated party as determined by the arbitration decision.

Article XVI

CONSTRUCTION AND CATALYST SUPPLY CONTRACTS

REFINER represents that it currently is negotiating a construction contract with Hydrocarbon Mineral a German Corporation, with offices in Dusseldorf, Germany and associates of Hydrocarbon, for the construction of REFINER'S Refinery, and of which Refinery, REFINER'S Plant will form an integral part. It is agreed therefore, that the payment to be made by REFINER to ATLANTIC as provided in Paragraph A of Article IV, need not be made by REFINER until within thirty (30) days after the date of execution of the latter of said construction contract with Hydrocarbon or of a contract with KALI-CHEMIE for the supply of Catalyst, of which dates REFINER shall promptly advise ATLANTIC.

Also because of certain guarantee and other provisions which it is understood will be contained in said construction contract, it is further agreed that if after nine (9) months after hydrocarbons are first charged to REFINER'S Plant, the guarantee that said plant will produce a product of said average quantity and quality as provided in Article VIII has not been met, REFINER shall until such time as such guarantee shall be met, be relieved of further payments accruing pursuant to Paragraph C of Article IV.

Article XVII.

Attached to this Agreement is letter, dated 21st April 1955, File 208-12, from the ATLANTIC REFINING COMPANY, explaining the manner of calculation of the fees payable to ATLANTIC, the text of which forms an integral part of the present Agreement.

THE GREEK GOVERNMENT

MINISTER OF COORDINATION

MINISTER OF INDUSTRY

THE ATLANTIC REFINING COMPANY

THE ATLANTIC REFINING COMPANY
INCORPORATED—1870
PETROLEUM PRODUCTS
2700 PASSYUNK AVENUE
PHILADELPHIA, PA.

April 21, 1955

Mr. George Samaras, Director Ministry of Coordination
c/o. George Armistead & Co. 4, Stadiou Street
Athens, Greece

Attention : Mr. F.R. Grant
Project Manager

Gentlemen :

This to confirm to you the two points raised in your letter of April 14th, concerning interpretation of various sections of our License Agreement.

I. Royalty Payments

a) Assuming that the actual feed to the unit is equal to a total of 8,200 barrels per stream day, then the «Hydrocarbon Charge» is equal to $8,200 - (.80 \times 15 \times 8200)$ or $8,200 - 982$ or 7218 barrels per stream day. Further, assuming that the unit is on stream 330 days of each year, then the «Daily Average Hydrocarbon Charge» is $7218 \times 330 / 365$ or 6530 barrels per day which at \$100 per barrel represents a total royalty payment of \$ 653,000.

b) The calculations of royalty payment as provided in the License Agreement as negotiated and left with you for execution will be as follows :

1. A payment of \$ 54,000 upon execution of the agreement, which is equal to 540 barrels of fully paid «Daily Average Hydrocarbon Charge» thruput.

2. A payment of \$ 54,000 when hydrocarbons are first charged to the unit, which is equal to an additional 540 barrels of fully paid «Daily Average Hydrocarbon Charge» thruput.

3. Assuming that the actual charge rate is 6,800 barrels per stream day of hydrocarbon with 15 o/o evaporated at 158oF and an on-stream time of 330 days per calendar year, then the «Daily Average Hydrocarbon Charge» is $6,800 - (6,800 \times .80 \times .15)$ or $6,800 - 816$ or 5,984 barrels.

a) At the end of the first 6 months of operation a royalty payment will be due as follows :

«Daily Average Hydrocarbon Charge»	5,400
Barrels of fully paid thruput	1,080

Balance on which running fees are due 4,320
or $4,320 \times 365 / 2 \times \$ 0.08 = \$ 63,000$

b) At the end of the first year's operation a payment of $4,320 \times 365 / 2 \times \$ 0.08$ or \$ 63,000 is due.

c) At the end of the first year's operation total royalty payments of \$ 54,000 + \$ 54,000 + \$ 63,000 + \$ 63,000, or \$ 234,000 will have been made, which at that time equals 2,340 barrels of fully paid «Daily Average Hydrocarbon Charge».

d) At the end of the first six months of the second year's operation, a royalty payment will be due as follows :

«Daily Average Hydrocarbon Charge»	5,400
Barrels of fully paid thruput	2,340

Balance on which running fees are due 3,060
or $3,060 \times 365 / 2 \times \$ 0.08 = \$ 44,700$

e) At the end of the second year's operation, a payment of $3,060 \times 365 / 2 \times \$ 0.08 = \$ 44,700$ is due.

f) At the end of the second year total royalty payment of \$ 234,000 + \$ 44,700 + \$ 44,700 or \$ 323,400 will have been made which at that time equals 3,234 barrels of fully paid «Daily Average Hydrocarbon Charge».

g) At the end of the first six months of the third year's operation, a royalty payment will be due as follows :

«Daily Average Hydrocarbon Charge»	5.400
Barrels of fully paid thruput	3.234

Balance on which running fees are due	2.166
or $2,166 \times 365/2 \times \$ 0.08 = \$ 31,600$	

h) At the end of the third year's operation a payment of $2,166 \times 365/2 \times \$ 0.08$ or \$ 31,600 is due

i) At the end of the third year's operation total royalty payment of \$ 323,400 + \$ 31,600 + \$ 31,600 or \$ 386,600 will have been made which at that time equals 3,866 barrels of fully paid «Daily Average Hydrocarbon Charge.»

The payment of running royalties will continue to be calculated on this same basis, using the actual amount charged during each six months' period, corrected by the amount of fully paid barrels accumulated and credited for each full year's operation.

II. Daily Average Hydrocarbon Charge

It should be noted that the term »Daily Average Hydrocarbon Charge« is calculated for each royalty payment period (six months) by subtracting from the actual number of barrels charged during said six months' period 80 percent of the quantity of such feed that boils below 158° F and then dividing said »Hydrocarbon Charge« by the number of calendar days in said six months' period.

III. In order to express the intent of the Greek Government and to eliminate the necessity, therefore, of an annual notification, Article IV, paragraph D,

Subsection (c) shall read now or before each January 20th, advise Atlantic in writing of Refiner's option to not convert previously accrued running fees, otherwise on each January 20th all such previously accrued running fees shall automatically be converted to additional fully paid fees.

In order that the method of royalty calculation is permanently clarified, this letter may be attached to and form an appendix to our License Agreement with the Greek Government.

Very truly yours,

N. E. Birch

N.J. Fowle

Άρθρον 8.

Ἡ ἰσχὺς τοῦ παρόντος Νόμου ἀρχεῖται ἀπὸ τῆς δημοσιεύσεώς του εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως.

Ὁ παρὼν Νόμος ψηφισθεὶς ὑπὸ τῆς Βουλῆς καὶ παρ' ἡμῶν σήμερον κυρωθεὶς, δημοσιευθήτω διὰ τῆς Ἐφημερίδος τῆς Κυβερνήσεως καὶ ἐκτελεσθήτω ὡς νόμος τοῦ Κράτους.

Ἐν Ἀθήναις τῇ 3 Ἰουνίου 1955

ΠΑΥΛΟΣ

B.

ΟΙ ΥΠΟΥΡΓΟΙ

ΕΠΙ ΤΟΥ ΣΥΝΤΟΝΙΣΜΟΥ
ΠΑΝ. ΠΑΠΑΛΗΓΟΥΡΑΣ

ΕΠΙ ΤΗΣ ΒΙΟΜΗΧΑΝΙΑΣ
Α. ΠΡΩΤΟΠΑΠΑΔΑΚΗΣ

Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους σφραγίς.

Ἐν Ἀθήναις τῇ 3 Ἰουνίου 1955

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

ΚΑ. ΘΕΟΦΑΝΟΠΟΥΛΟΣ