

CONTRACT

CUSTOMER : **Spolek pro GP ČR Brno**
Radnická 366/4
602 00 Brno
IČO: 045 000 750

CONTRACTOR: **Bender GmbH**
Dr. -Alfred-Weckesser-Str. 3
776 69 Bad Schöborn
Germany

SUBJECT : World Motorcycle Championship - Grand Prix of the Czech Republic 2019 –
supply and installation of grandstands

Terms and Conditions

According to the terms and conditions mentioned in the tender

1. The Contractor, by signing the contract, declares that it has studied and made detailed acquaintance with all the procurement specifications and the procurement documents entitled "Grand Prix Czech Republic 2019 – Provision and Installation of Grandstands" (hereinafter referred to as "the Public Contract") and that the supplied stands will meet the technical, fire and safety requirements set forth by the relevant ČSN standards.
2. The Contractor confirms that it is aware of all the technical, quality and other conditions necessary for the performance of the Public Contract and that it has the capacity and expertise necessary for the performance of the Public Contract at the agreed maximum contractual price in relation to its proven qualifications for the performance of the Public Contract.

3. The Contractor undertakes to ensure the construction of the grandstands for approval by the Contracting Authority by 26 July 2019, 12:00 noon, and at least 10 working days before the start of the assembly of the grandstands it is obliged to inform the Contracting Authority in writing of this fact. The Contracting Authority will carry out the inspection of the grandstands from 26 July 2019 at 12:00 noon to 27 July 2019 at 09:00 a.m. The Contractor shall ensure the full operation of the grandstands from 27 July 2019 at 12:00 pm to 4 August 2019 at 11:59 p.m. The Contractor undertakes to dismantle the grandstands and remove them by 14 August 2019 at the latest.
4. In the event of delay of the Contractor with the deadlines set in the individual stages of the performance of the Public Contract, the Contractor shall pay to the Client a contractual penalty of 0.2% of the contractual price of this delivery (excluding VAT) for each commenced day of the Contractor's delay in the performance of the Public Contract. This provision is without prejudice to the right to seek damage compensation.
5. The Contractor shall proceed with professional care and is subject to the laws and regulations applicable to the subject matter of the contract, including applicable technical standards. At the same time, the Contractor shall be obliged to provide cooperation to the Contracting Authority or the person authorised thereby to fulfil the obligations under Act No. 183/2006 Coll., On Spatial Planning and Building Code (Building Act), as amended. The Customer is entitled to check delivery performance at all stages of its implementation.
6. The Contractor declares and confirms by signing that at the date of the signing of the contract it:
 - a) is in possession of liability insurance for the damage incurred during the implementation of the delivery and undertakes to be insured for the duration of the contract or the duration of any of the contractual obligations arising therefrom at least in an amount of CZK 3,000,000;
 - b) assumes liability for damages in full to third parties above the amount exceeding the liability insurance for damage caused by the delivery and assembly of the grandstands in violation of the terms of reference and the contract, i.e. in particular low quality or poor performance of the assembly of the grandstands or in the relation therewith;
 - c) is not in liquidation;
 - d) is not under insolvency procedure, or is not aware of any such fact being likely to happen;
 - e) is not kept on the register of unreliable VAT payers.

7. The contractor undertakes properly and in time to fulfil its duties relating to the administration of VAT throughout the duration of the contract, and especially to pay this tax correctly and in a timely manner. If as a result of the breaching of this obligation the relevant Tax Office calls on the Client to pay the VAT due to its acting as a guarantor, the Contractor undertakes to pay the Client a single contractual penalty in the amount of the VAT related to the breach of the obligation by the contractor to pay correctly and in a timely manner the VAT, with which the Client's guarantee is associated.
8. This Contract shall be published through the Registry of Contracts in accordance with the Act No. 340/2015 Coll., On Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and the Register of Contracts (Act on the Register of Contracts), as amended. The parties have agreed that the publication of the Contract in the Register of Contracts, including the specification of the metadata, would be performed by the Contracting Entity.
9. Annex No. 1 containing the technical specifications of the subject of the performance and the price for the performance of the public contract is an integral part of this contract.

CUSTOMER

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JUDr. Bohumil Šimek
Governor of the South Moravian Region
and statutory representative of the association

.....
JUDr. Markéta Vaňková
Mayor of Brno
and statutory representative of the association

CONTRACTOR

BENDER GMBH

Nena Bender

CEO

Annex No. 1 to the contract

Scope of supply

Grandstand T 1: 18 rows (row 7-24)
34,50 m in length, 14,40 m in depth
elevation 30 cm / row
first row at 215 cm height
2 stairways from behind
1222 seats

Grandstand T 2: 18 rows (rows 4-21)
70,50 m in length, 14,40 m in depth
elevation 30 cm / row
first row at 125 cm height
5 stairways from the front
2502 seats

Grandstand T 4: 27 rows (rows 4-30)
25,50 m in length, 21,60 m in depth
elevation 30 cm / row
first row at 125 cm height
2 stairways from behind
1290 seats

Grandstand T 6: 18 rows (rows 7-24)
25,50 m in length, 14,40 m in depth
elevation 30 cm / row
first row at 215 cm height
2 stairways from behind
849 seats

Summary: 4 Grandstand total 5863 seats

TOTAL CONTRACT PRICE: 1.999.999,00 CZK

Price without tax according to §13 b German UStG. ("Reverse Charge")