



EUROPEAN UNION
European Regional Development Fund
Operational Programme Enterprise
and Innovations for Competitiveness

CONTRACT FOR WORK

CONTRACTING PARTIES:

1. Vyncke s.r.o.

of the registered office in: Příborská 288, 739 42 Frýdek-Místek – Chlebovice,
Czech Republic

registered in the Commercial Register administered by the Regional Court in Ostrava, Section C,
Entry 24678

represented by: Ing. Petr Salvet, the Company's Managing Director

Company ID: 48535478

VAT ID: CZ48535478

Bank account: 17476793/0300

(hereinafter referred to as "**Client**")

and

2. Bioenergy 2020+ GmbH

of the registered office in: Inffeldgasse 21b, A8010 Graz, Austria

registered in the Commercial Register (if appropriate): FN 232244k, District Court Graz

represented by: Dr. Walter Haslinger

Company ID: FN 232244K

VAT ID: ATU 56877044

Bank connection: Sparkasse Scheibbs AG

Bank account: AT32 2025 7000 0004 9007

(hereinafter referred to as "**Contractor**")

(Client and Contractor are referred to collectively hereinafter in this contract together as
"**Contracting Parties**")

have concluded today this contract (hereinafter referred to as the "**Contract**")

I. INTRODUCTORY PROVISIONS

1. The Contracting Parties conclude this Contract for the purpose of realising the object of the procurement as specified in the annexes to this Contract. For this purpose, the Client conducted a procurement procedure for public contract entitled "**CFD Simulation of Flue Gas Flow in the Vyncke Boiler**" (hereinafter referred to as the "**Procurement**"). Based on this procurement procedure, the offer of the Contractor was selected as the most appropriate for the realisation of the public contract. The Contractor declares that he is aware of the fact that the Procurement is co-financed from public sources, specifically from the **Operational Program Enterprise and Innovation for Competitiveness**.
2. The Contractor guarantees by this Contract to the Client the fulfilment of the Procurement and all conditions and obligations ensuing from it assumed by the Contractor within the framework of the procurement procedure for the Procurement under the Contractual Documents and the offer presented by the Contractor.
3. The Contractor is bound by its offer submitted to the Client within the framework of the procurement procedure for the award of the Procurement.

II. OBJECT OF THE CONTRACT

1. The Contractor is obliged to hand over to the Client the performance specified in Annex 1 to this Contract, which also comprised Annex 1 to the contractual documents to the Procurement entitled "**CFD Simulation of Flue Gas Flow in the Vyncke Boiler**" within the project co-financed from the Operational Program Enterprise and Innovation for Competitiveness "Technology of cooled furnace grate for incinerating solid alternative fuels in decentralised power sources", Reg. No. CZ.01.1.02/0.0/0.0/16_084/0009893, and the Contractor's offer submitted within the frame of the Procurement (hereinafter referred to as "**Performance**"). Unless otherwise specified in the Contract, by Performance for the purposes of this Contract or all applicable provisions of this Contract shall be understood also any part thereof within the meaning of Article III. paragraph 1 of this Contract.
2. The Contractor undertakes to allow the Client to acquire ownership of the Performance in the extent specified in this Contract. In the event that any part of the Performance should constitute an author's work within the meaning of Act No. 121/2000 Coll., On Copyright, on Rights Related to Copyright and on Amendments to Certain Laws (Copyright Act), the Contractor shall provide the Client with a free license to use the Work for the purpose arising from this Contract, from the date on which the Performance is completed, duly delivered and accepted by the Client.
3. The Client undertakes under this Contract to provide the Contractor with the necessary co-operation in his Performance in the extent arising from this Contract.
4. The Client undertakes to take over the Performance at the place of Performance pursuant to Article III. (2) of this Contract and to pay the Contractor the agreed price, under the conditions set forth herein. The Client is entitled not to accept the Performance if the Contractor does not deliver the Performance properly and in a timely manner, especially if the Contractor does not deliver the Performance in an agreed quality or amount or if the Performance has other defects.

III. TIME AND PLACE OF PERFORMANCE

1. The Contractor undertakes to deliver to the Customer the Performance as a whole no later than on 31.12.2019.
2. The place of performance is the address of the Contractor's registered office, i.e. Inffeldgasse 21b, A8010 Graz, Austria.



IV. HANDING OVER AND ACCEPTANCE OF PERFORMANCE

1. Ownership of the relevant part of the Performance and the risk of damage to the relevant part of the Performance is transferred from the Contractor to the Client at the moment of handing over and acceptance of the relevant part of the Performance at the place of Performance. The Contractor undertakes to inform Client about the readiness of the relevant part of the Performance to be delivered to the place of Performance and, at the same time, invite him to take over the relevant part of the Performance, at least 7 working days in advance, while at the same time being obliged to send to the Client, together with this notification, the processed report on the results of the executed simulations, which is the object of this Performance, in electronic form. The Contracting Parties shall always draw the Delivery and Acceptance Report concerning the relevant part of the Performance (hereinafter referred to as the "**Completion Certificate**"), which shall include the following:
 - a) the Specification of Performance (including its scope) and the Contract,
 - b) designation of the Client and Contractor,
 - c) a statement by the Client that he accepts the Performance,
 - d) the date and place of handing over and acceptance of the Performance and, if different, the date and place of drawing of the Completion Certificate,
 - e) the names and signatures of the representatives of the Client and Contractor,
 - f) possibly also a list of defects of Performance or other claims relating to Performance (see also paragraph 3 of this Article of the Contract).
2. Part of the Contractor's obligations to hand over the Performance under this Contract is also the delivery of all documents related to the Performance, technical documentation, testimonials and certificates and, if applicable, of other documents if they are necessary for the use of the Performance.
3. The Contracting Parties have expressly agreed that the Client is required to accept only the Performance delivered in a proper and timely manner, that is, Performance without any defects. The Client is entitled to refuse to accept the relevant part of the Performance in the cases referred to in Article II. (4) of the Contract. In such case the Contractor is obliged to remove the found defects, for which the Client has refused to accept this part of the Performance and subsequently to re-invite the Client to take over that part of the Performance, following the provisions of paragraph 1 et seq. of this Article of the Contract. If the Client, upon acceptance of the relevant part of the Performance, finds that this part is defective and decides to take over this part of the Performance, these discovered defects will be specified in the Completion Certificate. The Contractor is obliged to remove these defects within 7 days from the date of delivery and acceptance of the relevant part of the Performance unless agreed otherwise in writing between the parties. The Contracting Parties will draw a report on the removal of defects. The Client will notify the Contractor about any possible other defects of Performance found after delivery and acceptance of the Performance, and the Contractor shall always remove them in the manner specified in Article VIII. of this Contract.
4. Performance as a whole is deemed to have been made in accordance with this Contract only after delivery and acceptance of the last part of the Performance without defects.

V. PRICE OF PERFORMANCE, PAYMENT TERMS

1. The Contracting Parties have agreed on the total and final purchase price of the Performance specified in Article II. of this Contract and Annex No. 1 to this Contract in the amount of EUR 74.200,- excluding VAT (hereinafter only "**Net Price**").



2. The Net Price is non-negotiable except the events of a change in the statutory VAT rate. The Net Price includes all costs incurred by the Contractor by his obligations related to the Performance under this Contract, that is to say, it comprises the delivery of the Performance, the fulfilment of the rights and obligations arising from the liability for defects of the Performance (guarantees), as well as the transportation costs, any taxes, payments associated with payment, other payments and other related costs.
3. The Contractor's claim to payment of the purchase price in relation to the relevant part the Performance in the amount according to Annex No. 1 arises at the moment of due handing over of the relevant part of the Performance and its acceptance by the Client, always on the basis of the Completion Certificate signed by both Contracting Parties without reservations, including handing over of the documentation in the meaning of this Contract. In the event that the Client in accordance with paragraph 3 of Article IV. of this Contract has accepted the Performance with defects, the Contractor's claim to payment of the price in respect to the relevant part of the Performance arises only after proper removal of the defects, based on the Report on the removal of defects.
4. The Client undertakes to pay the price of the relevant part of the Performance on the basis of a valid tax document - an invoice issued by the Contractor without undue delay after fulfilment of the conditions of the previous paragraph. The invoice is payable within 30 calendar days of the date of delivery of the invoice to the Client. The invoice issued by the Contractor must contain the identification of this Contract, and the specification of the relevant part of the Performance and its Annex must contain a Completion Certificate signed by the Contracting Parties confirming due acceptance of that part of the Performance; in the event that the Client accepted the Performance with defects in accordance with paragraph 3 of Article IV. of this Contract, the Report on the removal of defects signed by the Contracting Parties must always be attached to the invoice. The invoice must moreover comply with the requirements to the tax and accounting document in accordance with Act No. 563/1991 Coll., and Act No. 235/2004 Coll. If the invoice does not meet such requirements, or if the price of the relevant part of the Performance or VAT is incorrectly invoiced, the Client will return it within 20 days from the date of its delivery for its correction without payment. In such a case, the maturity period of the invoice in question will start again from the date of delivery to the Client of the corrected or newly drawn and impeccable invoice. The Contractor shall deliver the invoice to the Client by registered mail to the Client's address. The Contracting Parties have agreed that the obligation to pay the purchase price of the relevant part of the Performance is fulfilled on the date of debiting the relevant amount from the Client's account in favour of the Contractor's account given on the title page of this Contract.
5. Value added tax will be charged according to the applicable provisions of Act No. 235/2004 Coll., (hereinafter referred to as the "**VAT Act**"). If the Contractor becomes on the day of realisation of the taxable transaction an unreliable payer within the meaning of Section 106a of the VAT Act, the Client is entitled in accordance with Section 109 of the VAT Act to make the reimbursement of VAT directly to the account of the relevant tax authority; in such case the Client is not obliged to pay the amount of the corresponding VAT to the Contractor, and he will pay the Contractor only the price of Performance without VAT.
6. All payments under this Contract will be paid by the Client to the Contractor's account given on the title page of this Contract. The Contractor declares that his bank account specified in this Contract or the invoice is his/her account, which is disclosed by the tax administrator in a manner allowing remote access in accordance with Section 96 of the VAT Act. The Contractor is obliged to include in the invoice only the account, which is published by the tax administrator in accordance with the VAT Act. If, during the duration of this Contract, the identification of the published account changes, the Contractor undertakes to inform the Client of any such change in writing without undue delay. Due to the fact that according to the provisions of Section 109, Para. 2, letter (c) of the VAT Act the recipient of a taxable transaction guarantees for unpaid tax on this transaction if the payment for such performance is provided in whole or in part by a non-cash transfer to a different account than the account of provider of the taxable performance, who is disclosed by the tax administrator in a way allowing remote access, the

Client shall pay the price of the relevant part of the performance only to the account, which is a published account in the sense of Section 96 of the VAT Act. If at any time it appears that the Contractor's account, to which the Contractor requires to pay the price of the relevant part of the Performance is not a published account, the Client shall not be obliged to pay the price of the relevant part of the Performance to such account; in such case the Client is not considered to be in a delay in paying the price of the relevant part of the Performance.

VI. OBLIGATIONS OF THE CONTRACTING PARTIES

1. The Contractor is obliged to hand over the Performance in the required quality and within the terms specified in this Contract. The Contractor is responsible for ensuring that the Performance has the technical parameters specified in Annex 1 to this Contract and that the Performance is free from all factual and legal deficiencies.
2. The Contractor is obliged to deliver to the Client all the source materials and documents referred to in paragraph 2 of Article IV. of this Contract.
3. The Contractor hereby declares that the Performance under this Contract will meet all technical, legal, safety and other standards and will comply with all technical, safety, legal and other generally binding legal regulations, and at the same time he declares that the quality of Performance under this Contract will meet all Client's requirements for this Performance, or that this Performance will be entirely appropriate for the purpose, for which the Client orders the Performance in question, which is the execution of industrial research and experimental development. At the same time, the Contractor declares that he has been sufficiently acquainted with all aspects of the purpose of the Contract before signing this Contract.
4. The Contractor undertakes to archive all documents related to the delivery of the Performance pursuant to this Contract, at least till the end of 2030, unless the Czech legal order stipulates a longer period for some documents, and to allow the Client access to these archived documents at any time during this period. The Client is entitled to take over the above documents free of charge from the Contractor after the expiration of ten years from completion of the Performance under this Contract.
5. The Contractor is obliged to provide at least till the end of 2030 the required information and documentation related to the realisation of the project to the staff or authorised representatives of the mandated bodies (CRR, grant provider, Ministry of Regional Development of the Czech Republic, Ministry of Finance of the Czech Republic, Auditing Authority, European Commission, European Court of Auditors, The Supreme Audit Office, the Tax Office and other government administration bodies authorised to check the documents related to the project) and he is obliged to create the conditions for the above-mentioned persons to carry out the control related to the realisation of the project and to provide them with the cooperation. The Contractor is obliged to ensure the same extent of the obligation under this paragraph also at his suppliers for the project-related supplies (i.e. to incorporate those obligations into contracts and orders), because they are covered by public expenditures or by public financial support within the meaning of the provisions of § 2 let. e) of Act No. 320/2001 on Financial Control, as amended.
6. The Contractor is obliged to provide to all representatives of the Operational Program, the Supreme Audit Office, the European Commission, the European Court of Auditors and to other supervisory bodies under the Financial Control Act with all the documents and information necessary to ensure the proper performance of control and monitoring activities related to the financial contribution granted to the order party at least till the end of 2030.

7. The Contractor is obliged to observe confidentiality with respect to the third parties in respect of any facts, which have come to its knowledge in the course of and in connection with the realisation of this Contract, and which are protected by applicable generally binding legal regulations (particularly business secrets, personal data, classified information), or which the Client has declared to be confidential. The obligation of confidentiality continues even after the termination of the obligations under this Contract. The Contractor undertakes to ensure fulfilment of these obligations also by all his employees, or other persons, that the Contractor will use for the realisation of this Contract. The Contractor, without any reservation, agrees to publishing or making available his identification, including the text of this Contract, by the Client, in accordance with generally binding legal regulations.

VII. CONTACT PERSONS

1. Each of the Contracting Parties shall designate a contact person. The contact persons will represent the Contracting Party in commercial and technical matters related to the fulfilment of this Contract. Contact persons are not authorised to take actions that would directly result in the amendment of this Contract or its subject matter. The Contracting Parties are entitled to change contact persons, but they are obliged to notify the other Contracting Party in writing of such change.
2. The Contracting Parties agree on the following contact persons:
 - a) on behalf of the Client:
Ing. Petr Musil, e-mail: pmu@vyncke.com, tel .: +420 553 699 918
 - b) on behalf of the Contractor:
Ramin Mehrabian, e-mail: ramin.mehrabian@bioenergy2020.eu, tel .: + 43 (0) 316 873-9232

VIII. WARRANTY CONDITIONS

1. The Contractor shall provide the Client with a guarantee for the Quality of Performance under Section 2113 of the Civil Code. By guaranteeing the quality, the Contractor undertakes that the Performance will be capable of use for the usual purpose agreed upon by this Contract for the warranty period and that it will retain the usual features and properties provided by this Contract and that the Performance does not have factual and legal defects. A factual defect under this Contract is a condition where performance does not objectively have functional characteristics in comparison with the features set forth in this Contract or Annex 1 to this Contract.
2. The Contractor shall provide a Guarantee for Performance of 24 months; the warranty period starts on the date of delivery and acceptance of the entire Performance (i.e. the date of handing over of the remaining part of the Performance) in accordance with the procedure in Article IV. of this Contract; determination of the commencement of the warranty period following the handing over and acceptance of the entire Performance does not affect the Client's rights under the warranty in respect to the first part of the Performance. In the event that any part of the Performance was in accordance with paragraph 3 of Article IV. of this Contract accepted by the Client with defects, the warranty period shall commence on the date of signature of the Report on the removal of defects relating to the relevant part of the Performance or at the moment specified in the first sentence of this paragraph of the Contract, whichever begins later.



3. If defects are discovered during the warranty period, the Client is entitled to notify the Contractor of these defects, at the latest by the end of the warranty period. The claim may be made in writing, electronically or by fax. The Contractor undertakes to remove the defects, about which the Client notified him during the warranty period free of charge and under the terms and conditions set forth in this Contract. The Client has the right to make any of the claims arising from the defects of Performance under the provisions of Section 2106 (1) of the Civil Code. If the Client does not make any of the claims arising out of defects of Performance, then it means that he requires to remove the defect by delivering a new Performance.
4. The Contractor undertakes to remove free of charge the defects of the Performance by delivering a new Performance or by repair of the Performance (according to the Client's choice) at the latest 14 days after the Client notifies him about the defect, unless the Contracting Parties agree otherwise in writing. In the case of delivery of a new Performance, the defect is considered to have been removed at the moment of delivery of the new impeccable Performance to the Client, subject to paragraph 1 and following Article IV. of the Contract. In the case of repair of the Performance, the defect is deemed to have been removed at the moment when all agreed properties are restored, and the Performance is handed over back to the Client on the basis of the completion certificate and Report on the removal of the claimed defect. By delivering a new Performance, a new warranty period begins for the newly delivered Performance. A new warranty period in relation to the repair begins at the moment of repair of the Performance.
5. If the Contractor fails to remove the defects notified by Client within the time specified in this Article, or agreed by the Contracting Parties in writing, the Client shall be entitled to remove the defect himself or through a third party. In this case, the Contractor undertakes to pay the Client any costs associated with the removal of the defect by the Client himself or by a third party, within 15 days from the date, on which the Client has requested him to do so. The Contractor's obligation to pay the Client a contractual penalty is not affected by this. Removal of a defect by the Client himself or through a third party does not affect the guarantee for Performance or to the Contractor's liability for damages caused in connection with the defect of the Performance.
6. If the Client requested a repair of the Performance and if it appears after the Client notifies the Contractor about the defect, that the Contractor is unable to repair the defect or if the Contractor fails to remove the defect within the stipulated period or if he informs the Client that he will not remove the defect, the Client is entitled to claim a reduction in the Net Price or to withdraw from the Contract.
7. The Contractor is obliged to pay the Client damages resulting from defective Performance, in full amount. The Contractor shall also pay the Client the costs incurred in the exercise of rights from his liability for defects.
8. The Contractor is responsible for ensuring that the Performance and its individual parts or components are not imputable to the third party's right. If it appears that the Performance was on the date of its handing over subject to the right of a third party, the Client is entitled to withdraw from the Contract or require the Contractor to settle these third-party claims in his name and at his expense.

IX. PENALTY CLAUSES

1. In the event of the Contractor's delay concerning handing over of each of the parts of the Performance in terms of Article III. of this Contract, the Contractor undertakes to pay to the Client a contractual penalty of 0.2% of the price of the relevant part of the Performance without VAT, for each day of commencement of the delay.
2. For the event of a Client's delay of the payment of the relevant invoice, the Contractor is entitled to demand the payment of the statutory interest on late payment of the amount owed.



3. If the Contractor fails to remove a defect discovered during handing over and acceptance of the Performance within the time limit specified in paragraph 3 of Article IV. of this Contract, the Contractor undertakes to pay the Client a contractual penalty of EUR 8,- for each defect and the commenced day of delay with its removal.
4. If the Contractor fails to remove a defect in Performance within the time limits specified in Article VIII. of this Contract, the Contractor undertakes to pay the Client a contractual penalty of EU 20,- for each day of the commenced day of delay with the removal of the defect in Performance, and this contractual penalty shall be applied for each individual defect of the Performance.
5. If the Contractor violates the obligation under this Contract to protect business secrets and confidential information pursuant to Article VI. (6) of this Contract, the Client is entitled to claim the payment of a contractual penalty of EUR 800,- for each breach of such obligation.
6. The maturity of the contractual penalties is 20 days from the date of delivery of the written statement to the relevant Contracting Party and the date of payment shall be the date of writing off the amount of the contractual penalty from the account of the respective Contracting Party for the account that will be specified in the statement of the contractual penalty.
7. The contractual penalty under this Contract shall not be included into compensation for damages incurred in connection with a breach of obligations under this Contract, and such claims may be exercised independently of each other in full amount.
8. The Client shall be entitled to offset the contractual penalties against the claim of the Contractor for payment of the Net Price.

X. VALIDITY AND EFFECTIVENESS OF THE CONTRACT, WITHDRAWAL FROM THE CONTRACT

1. This Contract shall enter in force and effect on the date of its signature by both Contracting Parties.
2. Each Contracting Party shall be entitled to withdraw from this Contract only for the reasons set out in this Contract.
3. The Client reserves the right to withdraw from this Contract in the event of:
 - the Contractor's delay with the delivery of the Performance for more than 10 days compared to the dates of fulfilment specified in this Contract,
 - breach of the obligation to protect confidential information by the Contractor referred to in Article VIII. paragraph 6 of this Contract,
 - the Contractor's delay with the removal of the defect of Performance exceeding 14 days.
4. The Contractor is entitled to withdraw from this Contract in the event of Client defaulting to pay the purchase price of the part of Performance under this Contract for more than 60 days, although the Client has been notified in writing by the Contractor of such default.
5. Each of the Contracting Parties shall be entitled to withdraw from this Contract in writing if:
 - an insolvency proceeding has started in respect of the other party, where bankruptcy has been established by the court, or a contracting party itself initiates by the debtor's motion the insolvency proceedings; or
 - the other contracting party enters into liquidation.
6. The termination of this Contract shall not affect the provisions of the Contract regarding claims of liability for defects, claims for damages and claims for contractual fines, if they arose before the termination of the Contract, provisions on the protection of information or other provisions and claims of the nature, that they should last even after the termination of this Contract.



7. The Contracting Parties have agreed that, in the event of withdrawal from the Contract, they will return all provided performances unless otherwise provided in this Contract. The provisions of the preceding clause shall not apply to the parts of performance (and corresponding considerations, including the rights related under this Contract to such parts of performance) that the Client determines within one month from the effective date of the withdrawal of either party by its unilateral written notice to the Contractor, on the basis of its assessment that such part of the Performance is of economic significance to it even without the remainder of the performance. The Contracting Parties have agreed that, in the event of withdrawal from the Contract by the Client, the Contractor is not entitled to any compensation for the parts of the performance that cannot be returned due to their nature (mainly because they were provided in the form of operations), if they are part of the performance that should be returned according to decision of the Client.

XI. FINAL PROVISIONS

1. The Contracting Parties expressly declare that they do not wish, any rights and obligations from past or future practice established between the Contracting Parties or customary practices observed in general or in the field relating to the subject matter of this Contract were derived beyond the express provisions of this Contract, unless agreed expressly otherwise in this Contract. In addition to the above, the Contracting Parties confirm that they are not aware of any already established business practices or customary practices between them.
2. The rights and obligations not governed by this Contract are governed by the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., The Civil Code.
3. The Contracting Parties have agreed to exclude the application of the provisions of Section 557 of the Civil Code concerning the fact that if the term used may have various interpretations; it will be interpreted in the case of doubt to the burden of that who used the term first.
4. The Contractor accepts the risk of changing circumstances, in accordance with Section 1765 of the Civil Code, in particular in connection with the increase in the costs related to realisation of the Performance under this Contract.
5. The Contractor's rights arising from or in connection with this Contract may not be transferred without the prior written consent of the Client.
6. Compensation for the Contractor's claims arising from this Contract is not allowed. The Contracting Parties exclude, in respect of claims arising to the Client out of or in connection with the Contract, the application of the provisions of Section 1987 (2) of the Civil Code and they agree that even an uncertain and/or indefinite claim is eligible to be set off, but only until the moment of possible filing an action for performance under this contract.
7. The Contracting Parties may amend or supplement this Contract only in the form of written amendments, which shall be numbered in ascending order and signed by the authorised representatives of the Contracting Parties.
8. If any provision of this Contract appears to be invalid or unenforceable or has become such after the conclusion of this Contract, this fact shall not invalidate or unenforceability of the remaining provisions of this Contract unless otherwise provided by peremptory provisions of the law. The contracting parties undertake to replace such an invalid or unenforceable provision with a valid and enforceable provision which, in its content, is the closest to the purpose of an invalid or unenforceable provision.
9. Any disputes between the Contracting Parties arising out of or in connection with the provisions of this Contract will always be resolved first by conciliation by mutual agreement. If the amicable solution is not reached within a reasonable time, either Contracting Party shall have the right to bring the matter at issue to the local court for decision.



10. This Contract is concluded in two copies, each Contracting Party receiving one copy.
11. This Contract contains a complete arrangement of the subject matter of the Contract and of all matters which the Contracting Parties had to and required to negotiate in this Contract, and which they consider important for the purpose of obligatory force of this Contract. No statement by the Contracting Parties presented during the negotiation of this Contract or the statement made after the conclusion of this Contract shall be interpreted in contradiction to the express provisions of this Contract and shall not create any obligation of any Contracting Party.
12. The Contracting Parties hereby declare that they are aware of all legal consequences arising from this Contract, that they agree with all its provisions, with which they have become acquainted in detail.

List of Annexes:

Annex 1 – Specification of the subject of Contract according to Annex 1 of the Procurement documents

In Frýdek-Místek on 18/01/19

In Graz on 11/01/19

VYNCKE s.r.o.⁻⁸⁻
Příborská 288
739 42 Frýdek-Místek



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Vyncke, s.r. o.
Ing. Petr Salvet
Managing Director

BIOENERGY 2020+ GmbH
A-8010 Graz, Inffeldgasse 21 b



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Bioenergy 2020+ GmbH
Dr. Walter Haslinger
CEO