

CONTRACT No 01/CZ/2019

Dated 31.01.2019 , Nidzica

between:

ISOROC Polska S.A., registered address in 13-100 Nidzica, ul. Leśna 30, VAT ID 527-243-55-36, listed in the register of enterprises of Regional court in Olsztyn, VIII Economic Department, National Court Register No (KRS No) 0000476683, represented by:

[REDACTED] General Director
[REDACTED] - Supply Chain Director
hereinafter referred to as "**ISOROC**",

and

VYSOKA ŠKOLA BANSKA, UNIVERSITY OF OSTRAVA, 17. LISTOPADU 2172/15Ů, 708 00 OTRAVA..., VAT ID no CZ61989100, represented by:

[REDACTED] -Vice rektor
hereinafter referred to as "**The Buyer**"

1. SUBJECT OF THE CONTRACT

1.1 Subject of this contract is the supply of mineral wool products by ISOROC and purchase by **the Buyer** for products defined in appendix No 1 as part of this contract, further referred to as "Goods".

1.2 Fulfillment of the contract will occur according to the following appendices, which are part of the contract:

- No 1 - Product list and pricelist
- No 2 - General conditions of the contract
- No 3 - List of authorized persons
- No 4 - Bonus conditions

1.3. ISOROC declares, that ISOROC stone wool corresponds to technical and formal-legal conditions in territory of EU.

1.4. The Goods are delivered on DAP (INCOTERMS 2010) terms.

1.5 ISOROC confirms that **the Buyer** is a customer of ISOROC in Czech Republic.

1.6. This contract for 2019 year, for max product to 50 000,- EUR.

2. PAYMENT TERMS

2.1. Payment terms: prepayment.

2.2. Any payment which become due to ISOROC shall be made by **the Buyer** in Euro (EUR) by bank transfer to the bank account given in point 8.

2.3. Any bank charges on **the Buyer** side are paid by **the Buyer**. Any bank charges on ISOROC's side are paid by ISOROC.

2.4. Any payments shall be made subject to confirmation of the written order sent by **the Buyer** and confirmed by ISOROC by fax or Email.

ISOROC Polska S.A.

13-100 Nidzica, ul. Leśna 30

www.isoroc.pl

KRS 0000476683 Sąd Rejonowy w Olsztynie, VIII Wydział Gospodarczy

NIP 527-243-55-36 REGON 015741851 BDO 000026771

Kapitał zakładowy 32 673 470,00 PLN



ING BANK ŚLASKI S.A.

2.5. Date of payment shall be the date of funds' receipt on ISOROC's account.

3. TARE, PACKAGING AND MARKING

3.1 Goods are delivered in a tare and/or packing as it is demanded for given type of product.

3.2. Goods are marked according to Seller's current standards.

3.3. In case of delivery on the pallets, pallets are not for return, and the cost of pallet is included in the price of the Goods.

4. OBLIGATIONS OF THE PARTIES

4.1. Parties are obliged to realize orders in accordance with the confirmed dates.

5. COMPETENCE OF COURT

5.1. All and any disputes arising out of or in connection with this Contract shall be resolved under the Polish law by a competent court having jurisdiction over ISOROC.

6. FORCE-MAJEURE

6.1. The party, which is affected by force-majeure in its territory, shall within 5 days from the occurrence thereof notify the other party in writing of the nature and consequences of force-majeure for the performance under this Contract.

6.2. If force-majeure continues for more than two months either party may terminate this Contract without the notice period specified in p. 7.3.

Payments, due to orders made before terminating the contract are to be performed.

7. OTHER TERMS

7.1. This Contract is made in two original copies in English – one for each party. Copy of the contract will be sent to each party by e-mail.

7.2. Any amendments, changes or supplements to this Contract shall only be valid when made in writing, under pain of nullity, stamped and signed by the duly authorized representatives of the parties. Copies of the changes of this Contract will be sent to each party by Email.

7.3. Each of the parties can give notice to terminate the contract in writing, under pain of nullity considering a 3 month term of notice counted from the first day of the month following the month in which has come the notice for termination.

7.4. The parties of the contract agree that each of them can cancel the contract immediately if actions of the other party of the contract harm or offend its name.

7.5. ISOROC has the right to cancel immediately the contract if **The Buyer** regularly does not realize the terms of payment for delivered goods as defined in Appendix No. 1.

7.6. Notice of the Contract shall not terminate obligations under this Contract if not fully performed by the parties and shall not free the parties from their responsibility for the breach thereof.

7.7 This contract is valid from 31.01.2019 till 31.12.2019 It is automatically renewed for 1 (one) year unless either party terminates it in written form with a notice period of 3 (three) month.

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ul. Leśna 30
13-100 Nidzica
tel. + 48 89 625 03 00
fax + 48 89 625 03 02
e-mail: nidzica@isoroc.pl

8. LEGAL ADDRESSES, BANK DETAILS AND SIGNATURES

8.1. For the fulfillment of the contract, the parties define addresses for correspondence and details for bank accounts for mutual financial calculations:

Isoroc Polska S.A.

ul. Leśna 30, 13-100 Nidzica, Poland

Tel. +48-89-625 03 00

Fax +48-89-625 03 02

No. of bank account for EUR: [REDACTED]

SWIFT: [REDACTED]

The Buyer

Ul. 17. Listopadu 2172/15

Tel. 00420597329313

No. of bank account for EUR [REDACTED]

IBAN [REDACTED]

SWIF [REDACTED]

8.2 The parties of the contract are obliged to inform each other in case of:

- change of address for correspondence
- change of number of bank account specified for mutual financial transactions.

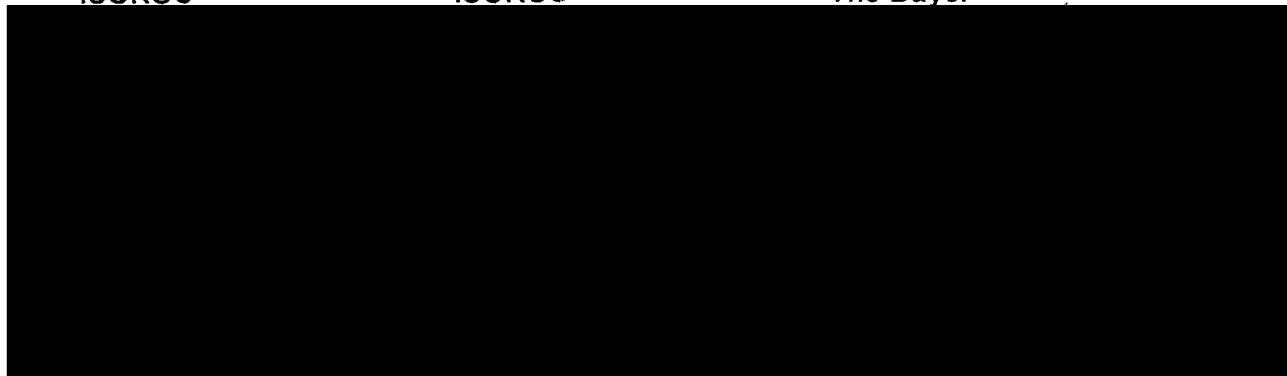
8.3 In the absence of such notice, the parties of the contract consider the correspondence send by the registered letter on the aforesaid address as delivered, and all mutual payments made to the aforesaid accounts as settled.

-- 4. 02. 2019

ISOROC

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The Buyer



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