

The Association of the  
Grand Prix of the CR Brno  
Radnická 366/4

602 00 Brno  
Czech Republic

25.11.2016 / Co.  
File No: conmgpbr

## **CONTRACT**

**CUSTOMER:** The Association of the Grand Prix of the CR Brno  
Radnická 366/4  
602 00 Brno  
Czech Republic

**CONTRACTOR:** Bender GmbH  
Dr.-Alfred-Weckesser-Str. 3  
76669 Bad Schönborn  
Germany

**SUBJECT:** World Motorcycle Championship - Grand Prix of the Czech Republic  
2017 - supply and installation of grandstands

## 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")**

## **Terms and Conditions**

### **According to the terms and conditions mentioned in the tender**

1. In the event that the contractor does not meet the deadline set within the individual stages of fulfilment of the public contract the contractor pays the principal a contractual fine of 0.2% of the contractual price of these supplies (excluding DPH) for each day or started day of delay by the contractor in fulfilling the public contract. These provisions do not affect the right to compensation for damage.
2. The contractor proceeds with professional diligence, follows legal and other regulations relating to the subject of the contract including valid technical standards. The principal has the right to inspect the implementation of the supplies in all stages of realisation.
3. The contractor affirms and with his signature confirms that as of the day of concluding the contract:
  - a) it is insured against liability for damage arising from implementation of the supplies and undertakes that it will be so insured throughout the period of the contract of obligations arising from the contract in the minimum amount of CZK 3.000.000
  - b) it is not being wound up
  - c) it is not the subject of insolvency proceedings and is not in a situation where this is anticipated
  - d) it is not listed in the register of unreliable VAT payers
4. 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 time. If as a result of the breaching of this obligation the relevant Tax Office calls on the principal to pay the VAT due to its acting as a guarantor in the sense of this point, the contractor undertakes to pay the principal a single contractual penalty in the amount of the VAT related to the breach of the obligation by the economic operator to pay VAT correctly and in time, with which the principal's guarantee is associated.
5. The price of the fulfilment of the public contract will be paid on the basis of invoices issued after the completion of the work in accordance with the commercial terms and conditions.
6. The due date for invoices will be 30 calendar days after their demonstrable delivery to the contracting entity.

Please acknowledge receipt and send us your acceptance.

**CUSTOMER**

The Association of the Grand Prix of the CR Brno

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JUDr. Bohumil Šimek  
Representative of member of Executive Committee  
South Moravian Region  
Žerotínovo nám. 449/3  
602 00 Brno  
ID no.: 70888337

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Ing. Petr Vokřál  
Representative of member of Executive Committee  
Statutory city of Brno  
Dominikánské náměstí 196/1  
602 00 Brno  
ID no.: 44992785

**CONTRACTOR**

BENDER GMBH

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Reinhard Bender  
CEO