

CONFIRMATION COPY

Messrs: **ZDRAVOTNÍ ÚSTAV - Ústí nad Labem**
Moskevská 15
400 01 Ústí nad Labem
Czech Republic
VAT: CZ71009361

Att.:
Email:

**FIELD SERVICE ORDER**

N° 2546-FSO-0403

Rev. 0

Date March 27th, 2020

Sheet 1 of 6

Client: UNIPETROL**Project:** 069096C001 – (2546) POLYETHYLENE PLANT PE3 UNIT**Subject:** FIELD SERVICE ORDER: **LIGHT INTENSITY MEASUREMENT**

We have been entrusted with the implementation of the mentioned Project and are pleased to award you the order for the Scope of Supply herein specified.

Your supply shall be in accordance with the conditions specified in this Service Order as well as with the requirements of the attached documents, all of that shall be considered integral parts of this Service Order.

Any exception to the requirements specified above shall be rejected unless previously and specifically authorised in writing by Technip Italy S.p.A., odštěpný závod.

The credit arising from Service Order may not be transferred to third parties. Violation of this prohibition shall constitute serious breach of contract, consequently entitling Technip Italy S.p.A., odštěpný závod to suspend payment and terminate the Service Order for Supplier's default.

IMPORTANT: The Service Order number shall be quoted on invoices, correspondence and all other documents related to this Order. Unless otherwise specified, all correspondence shall be forwarded to Technip Italy S.p.A., odštěpný závod.

ACCEPTED BY SUPPLIER

.....
(Date, Stamp and Signature)

1. 03. 2020
podpis: **Vančur J. v. radezda Mgr.**
OFP Most

ZDRAVOTNÍ ÚSTAV
se sídlem v Ústí nad Labem
Centrum hygienických laboratoří

1. DEFINITIONS OF INTERESTED PARTIES

The PARTIES shall mean CUSTOMER and SUPPLIER, where:

- **CUSTOMER:**
Technip Italy S.p.A., odštěpný závod.
Masarykovo nám. 292, Horní Litvínov,
436 01 Litvínov, Czech Republic
IČO: 04929993
DIČ CZ04929993

BANK ACCOUNT

Beneficiary: **Technip Italy S.p.A., odštěpný závod.**
Bank:

IBAN:

- **SUPPLIER:**
ZDRAVOTNÍ ÚSTAV - Ústí nad Labem
Moskevská 15
400 01 Ústí nad Labem
Czech Republic
VAT: CZ71009361

BANK ACCOUNT

Beneficiary: **ZDRAVOTNÍ ÚSTAV - Ústí nad Labem**
Bank:
ACC. N°:

Any updates or changes of above SUPPLIER's information, must be made by an amendment of the SERVICE ORDER.

2. SCOPE OF SUPPLY

The activities to be performed by SUPPLIER, under this Service Order, mainly consists of: **Light intensity measurement A160 – A260.**

3. DELIVERY CONDITIONS

Site address:

Technip Italy S.p.A., odštěpný závod
Polyethylene Plant PE3 Unit - Gate 13
Záluží, 1
436 70 - Litvínov 7

4. SERVICE ORDER PRICE

SUPPLIER shall be paid as full and complete compensation for the above said SCOPE OF SUPPLY and for the performance of all his obligations under SERVICE Order, as follows:

The total estimated price of this Service Order is: CZK 82.000.00 (VAT excluded)

Above price is fixed and without escalation until the completion of this SERVICE order. Same condition shall be maintained in case of additional quantity required by Purchaser, and revision of this SERVICE Order will be issued.

5. INVOICING AND PAYMENT TERMS

The invoices shall be paid by bank transfer as follow:
100% within 14 days upon service completion

The Invoice(s) shall show:

- The full and accurate heading of the Company;
- The SERVICE order number, exactly as shown on the P.O. itself;
- The amount relating to the supplied material;
- The Bank account information

Each invoice shall be completed by the all the information pursuant to intrastat declaration purposes, if applicable.

The Invoice(s) shall be:

- Issued (in English) to:
Technip Italy S.p.A. , odštěpný závod
Masarykovo nám. 292,
Horní Litvínov, 436 01, Česká Republika
IČO: 04929993
DIČ CZ04929993

- Sent as PDF copy by e-mail to:

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The field Subject of your e-mail will refer the number of this P.O: **2546-FSO-0403**.

6. TERMINATION

This Service Order may be terminated at any time, by either party, providing 30 days of written notice without reasons.

Notwithstanding the above, PURCHASER may immediately terminate in writing this Services Order in any of the following events:

- i. Bankruptcy, suspension of payments, insolvency, dissolution, change in ownership or legal merger or de-merger of the SUPPLIER.
- ii. Gross negligence, willful misconduct or fraud by the SUPPLIER.
- iii. SUPPLIER commits any breach or non-observance of any obligations under this agreement.

7. INSURANCE

The SUPPLIER shall carry and maintain all necessary insurance including but not limited to Workmen's Compensation Insurance or similar statutory social insurance in accordance with the local law, equipment insurances, at the SUPPLIER's cost and expenses. SUPPLIER shall have the insurer to waive its right of subrogation against PURCHASER.

Any and all claims under insurance produced by SUPPLIER shall be settled by SUPPLIER at its cost and responsibility.

8. HSE requirements

The SUPPLIER shall be in compliance with the applicable local laws, rules and plant regulations. SUPPLIER confirm that has been informed about the mandatory PPE (Personal Protective Equipment) required to work in UNIPETROL Plant, with particular reference to the needs of having available a gas mask nearby the working place (to be used in case of emergency).

9. CODE OF ETHIC - ADMINISTRATIVE AND SOCIAL ACCOUNTABILITY

SUPPLIER hereby declares it is aware of and undertakes to comply with the principles of PURCHASER's Code of Ethics which has been duly provided to SUPPLIER by PURCHASER. SUPPLIER, hereby, declare to share the principles of Social Accountability enclosed in Social Accountability 8000 (available in [REDACTED]) using particularly on the following:

- Child labour
- Forced labour
- Health and Safety
- Freedom of Association and Right to Collective Bargaining
- Discrimination
- Disciplinary Practices
- Working Hours
- Remuneration

Accordingly, it is expressly agreed that any non-compliance with the above commitment during the performance of the activities to be carried out under the Service Order, connected to possible implications involving PURCHASER's liability, will represent a fundamental breach of the provisions of the Service Order. In any such event, PURCHASER shall be entitled to undertake any and all measures it considers appropriate to protect its interests, including to terminate forthwith the Service Order for default, and to be indemnified for any and all losses, damages, costs and expenses deriving from the above-mentioned breach.

SUPPLIER acknowledges and agrees that the payment of, or the promise to pay, any sum of money or any facility, with the exception of cases where such a facility is of negligible value, in favour of public officials of any nationality whatsoever aimed at obtaining an economic advantage, represents a fundamental breach of the Service Order. In any such event, PURCHASER shall be entitled to terminate the Service Order for default and to be indemnified for any and all losses, damages, costs and expenses deriving from the above-mentioned breach.

SUPPLIER hereby also declare to share the principles of Social Accountability contained in the PURCHASER's Code of Ethics attached to the present Service Order and agree to allow PURCHASER to audit the implementation's methods of such principles focusing particularly on the following topics assumed as indicators:

- Local labour laws and regulations compliance with particular reference to Working hours, Over Time, Weekly off-day, Annual Leaving Management.
- Payment slip delivered to the workers and reporting all the items forming the wage
- Worker's contract delivered to the workers and reporting terms and conditions of the employment in English language and translated in the language understandable by the worker;
- Evidence of the recruitment process / procedures, included contract with manpower supply agency;
- Passport holding: in case of passport holding is carried out, it can be justified only as a security precaution and passport shall be given back at its owner as necessary. Such process will be supported and detailed by written procedure / declaration of the employer.
- Proper communication channels by means of suggestion boxes, hot lines or workers representatives put in force / established in collaboration with the workers in order to assess/verify the compliance with and the proper implementation of the applicable labour contracts and regulations.

10. CORRESPONDENCE ADDRESS

Any official communication shall be sent to the same address used for invoices and detailed in Art. 5.

11. OTHER TERMS AND CONDITIONS

All other conditions will be in accordance with the Service Order documents as per Art.12.

12. LIST OF ATTACHMENTS

- Technip Italy Code of Ethics
- 1000-GTC 601 General Purchase Conditions
- 1000-GTC-601_E_04_15_amendments
- Directive no 402 Safety rules within Chempark premises in Záluží_eng





TechnipFMC

SERVICE ORDER

Project N°
2546

PO Number
FSO-0403

Rev.
0

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TECHNIP Italy S.p.A.
Administrative Manager



TECHNIP Italy S.p.A.
Project Director



Each page of this Service Order and the attached General Purchase Conditions shall be signed by Supplier for acceptance and forwarded to Technip Italy S.p.A., odštěpný závod, not later than 20 days after receipt of the Order.

ACCEPTED BY SUPPLIER

(Date, Stamp and Signature)