



1000052006



CONTRACT

of processing of Ion Exchange Resin from the water treatment,
according to the § 1746 Article 2 of Act No. 89/2012 Coll.

I

Contracting Parties

WISUTEC Umwelttechnik GmbH

Jagdschänkenstraße 50
09117 Chemnitz
Germany
VAT: DE224554930

ODBOR PRÁVNÍ A ORGANIZAČNÍ
s.p. DIAMO
SML.č. M/D100/1100/000254/2016
DNE: 28.4.20 Podpis: [REDACTED]

Bank account:

[REDACTED]
[REDACTED]
[REDACTED]

Person authorized to act:
in contractual matters:

[REDACTED]
[REDACTED]

in technical matters:

[REDACTED]
[REDACTED]
[REDACTED]

as an ordering party
(hereinafter referred to as the "Client")

and

DIAMO, state enterprise
Máchova 201, 471 27 Stráž pod Ralskem

Concerns: **DIAMO**, state enterprise
branch GEAM
č. p. 86, 592 51 Dolní Rožínka
IČO: 00002739 DIČ: CZ00002739

Bank account:

[REDACTED]
[REDACTED]
[REDACTED]

Represented: [REDACTED] director of the state enterprise

Person authorized to act in contractual and technical matters:

[REDACTED]
[REDACTED]
[REDACTED]

The bank for payment of the contract is:

[REDACTED]



Billing and mailing address:

DIAMO, state enterprise
branch GEAM
č. p. 86, 592 51 Dolní Rožínka
invoices can be sent electronically to fakturygeam@diamo.cz

as an executor
(hereinafter referred to as the "**Executor**")

II Introductory Provisions

1. The Client is the operator of a regeneration line serving for the elution of ion exchange resin used in waterworks to reduce the concentration of U in water.
2. Based on a decision of the State Office for Nuclear Safety, the Executor has a permit for elution and processing of sorbed Ion Exchange Resin from the Water Treatment Plants. This IER is processed in accordance with valid regulations at its workplaces.

III Object of the Contract

1. The Executor undertakes to ensure that the Client, in accordance with the applicable legislation, ensures the processing of approx. [REDACTED] of sorbed IER arising from water treatment (see Article II). After delivery of the IER, it shall ensure the necessary dosimetric services, possible cleaning of the transport drums (if they are returned) and this step will be documented by a protocol.
2. The client transports the IER to the Executor himself and at his own expense (according to Incoterms 2000 – DDP).
3. The Client shall notify the Executor of the planned delivery of the material in writing or by e-mail at least 21 days before the requested date of import. The dispatch of the IER shall take place after confirmation by the Executor of the possibility of receiving the IER.

IV Payment Terms

1. The Executor shall ensure the activities referred to Article III of this contract at the following agreed price:
 - processing of approx. [REDACTED] of sorbed IER for EUR [REDACTED]
 - dosimetric tests including possible cleaning of the returnable transport drums and issuance of a protocol of EUR [REDACTED] per one delivery,

VAT will not be invoiced at the total price. Pursuant to § 9 Article 1 of Act No. 235/2004 Coll., the tax is obliged to declare and pay the recipient of the performance.

2. All payments for work provided under this Contract shall be made in EUR.
3. The Client is obliged to pay the Executor the price for the executed and delivered work. The basis for payment of the price is the invoice issued by the Executor. The invoice will



- have the essentials of a tax document pursuant to Act No. 235/2004 Coll., On VAT, as amended.
4. The invoice due date is 30 days from the demonstrable delivery of the invoice.
 5. The bank account details and account number must be the same as those specified in this Contract.
 6. If the Client fails to pay a duly substantiated payment by the due date, the Client shall pay the Contractor a contractual penalty - interest on late payment of [REDACTED] of the amount due for each commenced calendar day of delay.

V

Validity and Effectiveness of this Contract

1. This Contract is concluded for a definite period of time until 31 December 2020.
2. The Contract becomes valid on the day of its signing by both contracting parties and becomes effective on the day of its publication in the contract register pursuant to Act No. 340/2015 Coll. (on the register of contracts).
3. This Contract ends:
 - a) upon the termination of any of the contracting parties without a legal successor,
 - b) loss of the executor's authorization to perform the activities necessary for the performance of the provisions of this Contract,
 - c) upon denunciation without giving reasons, with a three-month notice period, starting from the first day of the month following receipt of the notice.

VI

Final Arrangements

1. This Contract, as well as the rights and obligations arising under this Contract or in connection with it, is governed by Act No. 89/2012 Coll., the Civil Code.
2. This Contract may only be amended in writing by a supplement agreed and signed by both parties.
3. This Contract shall be drawn up and signed in duplicate with the validity of the original, of which each contracting party shall receive one copy. The same applies to any written amendments.
4. This Contract is concluded by the parties in English and all documents will be processed in English.
5. This Contract is concluded in accordance with Czech law.
6. The contracting parties undertake to resolve any disputes by agreement. If no agreement is reached, the court is negotiated by the District Court in Žďár nad Sázavou.
7. The contracting parties agree that each contracting party may withdraw from the contract should a material violation of human rights or generally accepted ethical and moral standards be detected at the counterparty or in the supply chain.
8. The contracting parties declare that they have concluded this contract on the basis of serious and free will, have read the contract and understood its content.



9. Both parties declare that they are aware of the fact that the contract is subject to publication in contract register pursuant to Act No. 340/2015 Coll. (on the register of contracts) and agrees to disclose the information contained in the Contract.
10. The parties agree that publication in the register of contracts pursuant to Act No. 340/2015 Coll. (on the register of contracts) will be provided by DIAMO, state enterprise.
11. The contracting parties undertake to use mutually provided personal data only for the purpose of performing this Contract, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation).

Stráž pod Ralskem: 24-04-2020

Chemnitz: 16.04.2020



Director of the state enterprise
on behalf of the Executor

Managing Director
on behalf of the Client



as an ordering party
(Auftraggeber)

