

Ministry of Defense of the Czech Republic
Armaments and Acquisition Division

CASA C-295MW - Purchase Contract
Amendment No. 3

náměstí Svobody 471, Prague 6, 160 01, Czech Republic

A handwritten signature in blue ink, appearing to be 'Jm' or similar, located in the bottom right corner of the page.

**Amendment No. 3
to Purchase Contract No. 185210172
"CASA C-295MW"**

BUYER:

Czech Republic – Ministry of Defence

Registered office: Tychonova 1, 160 01 Praha 6, Czech Republic

Represented by: 

Office address: nám. Svobody 471, 160 01 Praha 6

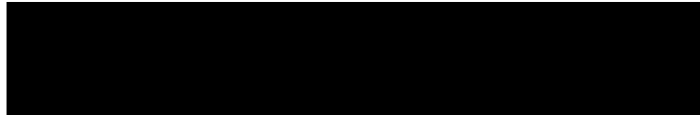
Reg. No.: 60162694

VAT reg. No.: CZ60162694

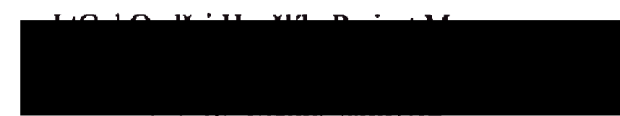
Bank: ČNB, Branch 701, Na Příkopě 28, 110 03 Praha 1

Bank account No.: 

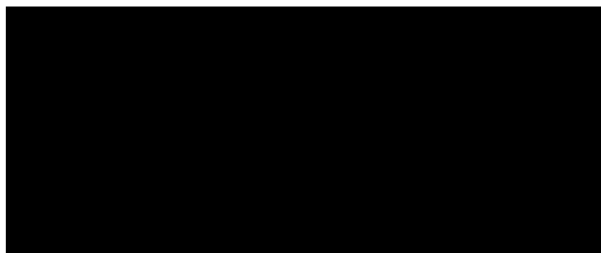
Representative in the contractual matters:



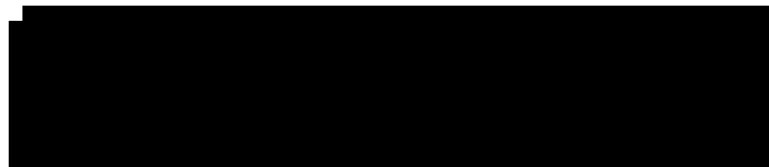
Representative in the organizational and financial matters:



Representatives in the technical matters:



Representative in the classified information matters:



Postal address:

Sekce vyzbrojování a akvizic MO
Odbor vyzbrojování vzdušných sil a logistiky
nám. Svobody 471, 160 01 Praha 6

and



SELLER:

AIRBUS DEFENCE AND SPACE, S.A. “sociedad unipersonal”

Registered at Commercial Register in Madrid at number general volume 530, Section 41, page No. M-10082

Registered office: Avenida de Aragón 404, 280 22 Madrid, Spain

Represented by:

VAT reg. No.: ES A-28 006104

Bank: JP MORGAN CHASE BANK N.A., Sucursal en España

Bank account No.:

Representative in the contractual matters:

Representative in the organizational and technical and financial matters:

Postal address:

AIRBUS DEFENCE AND SPACE, S.A.
Avenida de Aragón 404
280 22 Madrid, Spain

The BUYER and the SELLER according to Article 21.11 of the Contract No. 185210172, concluded on 16/12/2019 (herein after referred to as the “Contract”), amended with Amendment No. 1 on 27/11/2020 and Amendment No. 2 on 30/04/2021, agreed on concluding Amendment No. 3 (herein after referred to as the “Amendment”).

**I.
PURPOSE OF THE AMENDMENT**

1. Purpose of this Amendment is to
 - a) allow the Buyer to execute advanced payment according to Article 5.3 of the Contract in the year 2021 in the amount of 298.238,31 EUR for which is the Buyer entitled to remuneration in amount of 3.712,45 EUR (hereinafter the “Remuneration”). As per Article 5.3 of the Contract, the Parties may agree by a written amendment, as a substitute, that the Remuneration to the Buyer be replaced completely or in part, for an equivalent value and same legal effect, by the supply by the Seller of Supplies and Services to the Buyer. The exact use of the Remuneration will be

described in new amendment to this Contract that shall be concluded until the end of the year 2022 at the latest (if the amendment to this Contract for the use of the Remuneration is not concluded in the above-mentioned period, the Remuneration will be sent back to the Buyer's bank account without undue delay);

- b) modify Article 4.2 of the Contract and Annex 3 (*IPL and GSE List*) and Annex 4 (*Partial Prices and Payment Plan*) of this Contract in order to take into account the substitution of set of the protractors from the GSE list due to obsolescence reasons. The impact of these changes leads to the reduction of the total purchase price as per Article 4.2 of the Contract in total [REDACTED]

II. SUBJECT OF THE AMENDMENT

1. Subject of this Amendment is to modify Annex 3 (*IPL and GSE List*) and Annex 4 (*Partial Prices and Payment Plan*) of this Contract.

III. CHANGES AND ADDITIONS

1. Article 4.2 of the Contract is deleted and replaced by the following:

The Purchase Price is: [REDACTED]

2. The text of Annex 3 (*IPL and GSE List*) of the Contract is deleted and replaced by Annex 2 (*IPL and GSE List*) of this Amendment.
3. The text of Annex 4 (*Partial Prices and Payment Plan*) to the Contract is deleted and replaced by Annex 1 (*Partial Prices and Payment Plan*) of this Amendment.

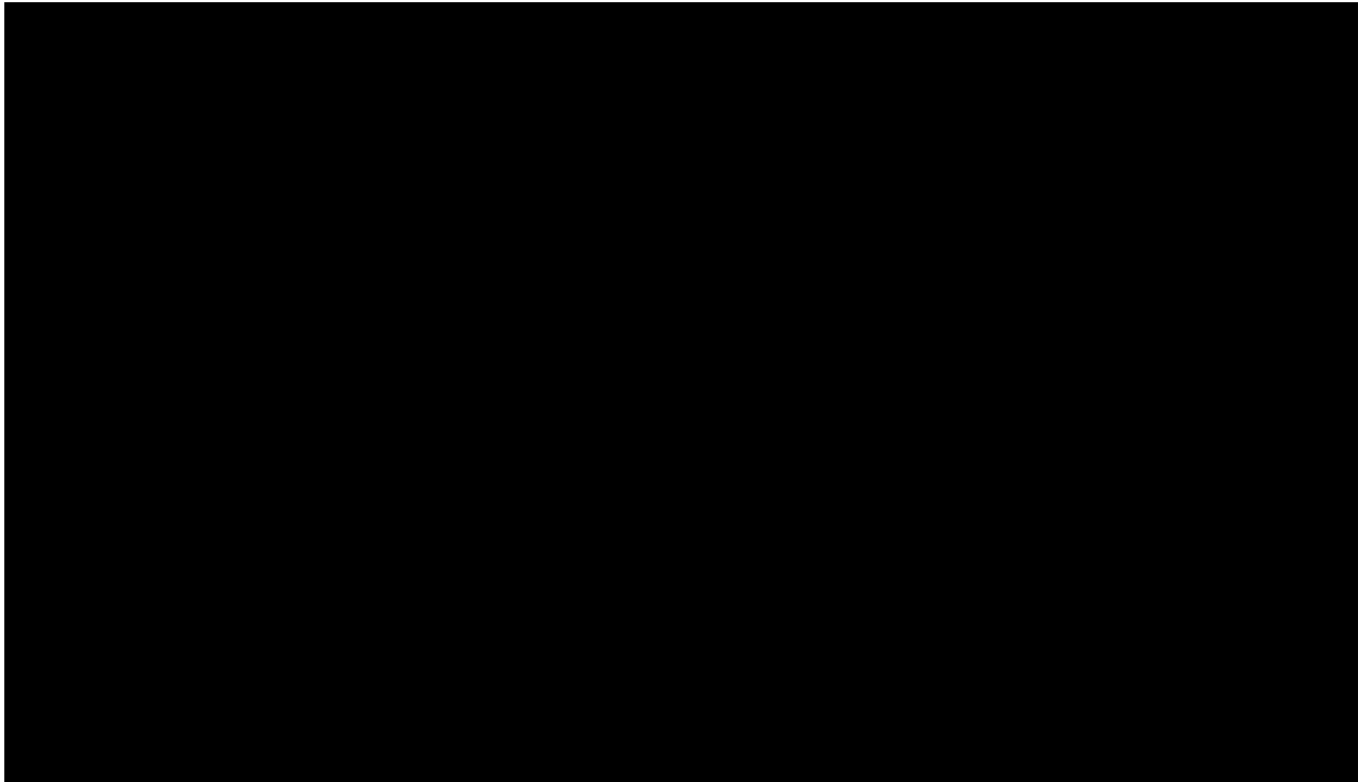
IV. MISCELLANEOUS PROVISIONS

1. This Amendment is drawn up in 2 copies comprising 5 pages each and 2 Annexes of 70 pages. Both copies have the same legal force. Each Party shall receive 1 copy. This Amendment is concluded in the English language.
2. Other provisions of the Contract not covered in this Amendment remain unchanged and remain in force without any changes.
3. The Contracting Parties declare that they are not aware of any facts which would preclude the conclusion of the Amendment, do not mislead each other and acknowledge that they fully bear all legal consequences resulting from the deliberately false information provided by them.
4. The Amendment shall enter into force on the day of its signing by the last Contracting Party and shall take effect on the day of its publication in the Register of Contracts as per Act No. 340/2015 Coll. on Register of Contracts, as subsequently amended.

5. Annexes of this Amendment:

Annex 1 - Partial Prices and Payment Plan (Annex 4 of the Contract)

Annex 2 - IPL and GSE List (Annex 3 of the Contract)



A handwritten signature in blue ink is located in the bottom right corner of the page. The signature is stylized and appears to consist of several connected loops and lines, typical of a personal or professional signature.