

AMENDMENT No. 1

to the Contract for work concluded on 19. 02. 2020 (hereinafter the "**Contract**") between the following

1. Parties

1.1. Client:

Ústav fyziky plazmatu AV ČR, v. v. i.

With its seat at: Za Slovankou 1782/3, 182 00 Praha 8 – Libeň

ID No.: 61389021

VAT No.: CZ61389021

represented by: doc. RNDr. Radomír Pánek, Ph.D., Director

Banking details:

Československá obchodní banka, a. s.

Account No.: 101256398/0300

(hereinafter the "**Client**")

and

1.2. Contractor:

ELEKTROTECHNIKA, a.s.

With its seat at Kolbenova 936/5e, 190 00 Praha 9, Czech Republic

ID No.: 25727206

VAT No.: CZ25727206

Registered with Municipality "Městský soud v Praze", section B, file 5743

Represented by:

Banking details:

Raiffeisenbank a.s., Hvězdova 1716/2a (City Tower), 140 78 Praha 4

Account No: 503 001 9151/5500

(hereinafter the "**Contractor**")

(the Client and the Contractor may be referred to jointly as the "**Parties**" or with respect to each individually as the "**Party**").

2. INITIAL PROVISIONS

- 2.1. As of February 19th, 2020, the Client concluded the aforementioned Contract with the Contractor, who won the public procurement procedure announced by the Client pursuant to Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter the "**PPA**"), for tender entitled "Power Supply System for COMPASS-U Tokamak - Round 2".

- 2.2. The Contractor has notified and duly documented to the Client that during the performance of the Contract there was an objectively unpredictable and uncontrollable Vis maior event, which had been caused by a pandemic of coronavirus Covid-19, lasted at least 24 weeks and which - in connection with other facts and delays of related deliveries of subcontractor (affecting the implementation of performance under the Contract) - resulted eventually in temporary obstacles, difficulties and delays in implementation of the Contract compared to the dates agreed in the Contract, including the dates stipulated for supply of flywheel generator, as an important part of performance delivered under the Contract. Despite the delay of the said generator on the part of the Contractor's subcontractor by 24 weeks, the Contractor itself reduced the delay to only 9 weeks and 4 days compared to the original deadline stipulated in the Contract.
- 2.3. In view of the facts described in Article 2.2 hereof, constituting circumstances precluding liability defined in Article XX. (10) of the Contract, the defining features of the general clause of substantial change pursuant to Section 222(3) PPA are not fulfilled. As regards the consequences of Vis maior for postponing the performance deadlines, such a change was reserved in advance in the tender conditions according to Sections 100 and 222 (2) PPA. Moreover, the Parties declare that the change is not made to a greater extent than is strictly necessary and does not affect the price paid by the Client to the Contractor under the Contract. Taking into account the amount and nature of the change implemented hereby, this amendment does not constitute a substantial modification of the obligation arising from a public contract within the meaning of Section 222 (3) PPA.
- 2.4. With respect to the above and pursuant to Article XXIII. (5) of the Contract, the Parties agree hereby on the below changes to the Contract.
- 2.5. Terms and definitions with capital letters used in this amendment shall have the same meaning as in the Contract, unless expressly specified otherwise herein.

3. CHANGE TO THE CONTRACT

- 3.1. The Parties hereby formally declare that, due to the occurrence of a "Vis Major" event within the meaning of Article XX (10) of the Contract over a period of at least twenty-four (24) weeks causing a delay in delivery of the first flywheel generator (including FAT) by 9 weeks and 4 days compared to the original deadline stipulated in the Contract, the deadline for executing and handing over the Partial Performance (including in fact the said flywheel generator) in the total value of at least 90 million CZK stipulated in Article VI. (3) as well as in Article XVII. (1.1) of the Contract have been extended accordingly by nine (9) weeks and four (4) days, particularly to October 25th, 2021, in accordance with Article XX. (12) of the Contract.

4. CONCLUDING PROVISIONS

- 4.1. If not herein expressly stated otherwise, the provisions of the Contract shall remain valid and unchanged hereby.

- 4.2. This amendment becomes valid on the day of its signature by the authorised persons of both Parties and effective on the day of its publication in the Register of Contracts.
- 4.3. This amendment shall terminate in the event that it is disapproved by the OP RDE Managing Authority, i.e. this amendment is negotiated with the resolute condition that it is disapproved by the OP RDE Managing Authority. If the aforementioned condition is fulfilled, i.e. this amendment is disapproved by the OP RDE Managing Authority, the legal consequences that have already occurred on the basis of this amendment shall automatically cease to exist as if it had never been concluded. This amendment shall be deemed to have been disapproved if the control of this amendment carried out by the OP RDE Managing Authority is completed (even after any comments by the Client as beneficiary of the subsidy) with an audit finding affecting the eligibility of the Project expenditure.
- 4.4. This amendment is made in the English language and executed in four (4) counterparts each of which is deemed original. Each of the Parties shall receive two (2) counterparts.

In witness of the agreement with this entire amendment, the Parties attach their signatures:

In Prague on 11.8. 2021

In Prague on 11.8.2021

On behalf of: the Client

On behalf of: the Contractor

Name: doc. RNDr. Radomír Pánek, Ph.D.

Function: Director

