AMENDMENT 2 to the Contract of Purchase 1918/40012

Buyer:

Name:

Vojenský technický ústav, s.p., branch VTÚVM

Place of Business:

Dlouhá 300, 763 21 Slavičín, Czech Republic

Authorized to represent the company:

Stanislav Hudecek, Director of Branch VTÚVM

Registered in:

Companies Register kept at Municipal Court in Prague, section A,

Enclosure No.: 75859

Reg. No./ VAT No.:

242 72 523/ CZ24272523

Bank details: Account No.: Komercni banka, a.s.

123-5047000297/0100

IBAN CZ20 0100 0001 2350 4700 0297 **BIC (SWIFT): KOMB CZ PPXXX**

Authorized to negotiate

in contractual matters:

in technical matters:

point of contact:

/hereinafter referred to as the "Buyer"/

and

Seller:

Name:

FN HERSTAL

Place of business:

Voie de Liege, 33 - B-4040 HERSTAL, Belgium

Authorized to represent the company:

V. Verleye, operating director; N. De Gottal, commercial director

Registered in:

Liege

Company registration Number: RPM LIEGE: 0441.928.931

VAT No.:

BE 0441.928.931

Bank details:

BNP PARIBAS FORTIS - Place X. Neujean, 8 - B-4000 LIEGE - BELGIUM

Account N° IBAN BE40 2400 0440 0063

BIC (SWIFT): GEBABEBB

Authorized to negotiate

in contractual matters:

in technical matters:



/hereinafter referred to as the "Seller"/

Clause I. Statement of the parties

- 1.1. The Contracting parties have agreed beyond any dispute they mutually concluded a Contract of purchase no. 1918/40012 on 5th August 2019 the contract became effective on the date of its publication in contracts register on 8th August 2019, as amended by Amendment 1 to the Contract of purchase no. 1918/40012 the amendment became effective on the date of its publication in contracts register on 15th December 2021 (hereinafter referred to as the "Contract").
- 1.2. The Buyer states that on 24th July 2021, as a result of a fire, goods owned by the Military Research Institute, s.p., which included the Goods pursuant to this Agreement, were damaged; as a result thereof, it is currently necessary to extend the delivery according to this contract by one set of the "Goods 2", which is standardly delivered as a part of the "Goods 1" and was damaged by fire.

Clause II. Subject-matter of Amendment 2

- 2.1. The Contracting parties have agreed upon the following changes in the Contract:
- 2.1.1. The wording of Clause 2, paragraph 2.1 of the Contract changes as follows:
- 2.1 The Seller undertakes to deliver to the Buyer under the conditions set forth herein the total of 80 units of the "7.62 mm FN MAG® coax machine gun for the weapon station", as specified in Annex 1 to this contract (hereinafter referred to as the "Goods 1") and 1 set of the "Field Maintenance Package for Coaxial GPMG" (hereinafter referred to as the "Goods 2") as specified in Annex 1 to this contract (Item 003 in the Price breakdown, part number 1.
- 2.1.2. The wording of Clause 4, paragraph 4.1 of the Contract changes as follows:
- 4.1 The Contracting parties have agreed upon the purchase price per one unit for the Goods 1 in the amount of (hereinafter referred to as the "purchase price 1").

The Contracting parties have agreed upon the purchase price per one set of the Goods 2 in the amount of the contraction (hereinafter referred to as the "purchase price 2").

| The total price is | |
|--------------------|---|
| | excluding VAT (hereinafter referred to as the |
| "total price"). | |

- 2.1.3. The wording of Clause 5, paragraph 5.1 of the Contract changes as follows:
- 5.1 The Seller undertakes to deliver to the Buyer the total of 80 units of the Goods 1 and 1 set of of the Goods 2 as follows:
 - 2 units not later than by 1.4.2020, but not earlier than 18.3.2020,
 - 2 units not later than by 1.6.2020, but not earlier than 18.5.2020,
 - 6 units not later than by 1.3.2021, but not earlier than 15.2.2021,
 - 10 units not later than by 1.7.2021, but not earlier than 17.6.2021,
 - 10 units not later than by 1.9.2021, but not earlier than 18.8.2021,
 - 10 units not later than by 1.11.2021, but not earlier than 18.10.2021,

- 10 units not later than by 31.12.2021, but not earlier than 15.12.2021,
- 10 units not later than by 1.6.2022, but not earlier than 15.5.2022,
- 10 units not later than by 1.8.2022, but not earlier than 15.7.2022,
- 10 units not later than by 1.11.2022, but not earlier than 15.10.2022
- 1 set of the Goods 2 not later than by 1. 11. 2022.

Clauses III. Final provisions

- 3.1. Except as expressly amended by this Amendment 2, all provisions of the Contract shall remain in full force and effect.
- 3.2. This Amendment 2 becomes valid on the date of its signature by both Parties and effective on the date of its publication in Contracts Register.
- 3.3. This Amendment 2 has been executed in two originals in English language, one copy for each Party.
- 3.4. Unless otherwise agreed in the Contract, the Contracting parties shall follow the provisions of the Czech law.

Herstal, date and seal: 30 June 2022

Nico

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