

Contract for Work

concluded according to § 2586 and subs. law no. 89/2012 Coll., the Civil Code, as amended

I.

Contractual parties

1. University of Chemistry and Technology, Prague
having its office at: Prague 6, Technická 5, Zip Code 166 28, Czech Republic
acting by: xxxxx, Bursar
bank connection: xxxxx, (“xxxxx”) Acc. no.:
for EUR payments: xxxxx, IBAN: xxxxx
for USD payments: xxxxx, IBAN: xxxxx
for other payments: xxxxx, IBAN: xxxxx
SWIFT/BIC CODE: xxxxx
IdNo.: 60461373
Tax Registration No.: CZ60461373
hereinafter contractor
2. Synthomer (UK) Limited having its office at: Central Road, Templefields Harlow, Essex,
CM20 2BH, United Kingdom, registered in England and Wales under company number
00872262
acting by: xxxxx (Indirect – Site Buyer)
SWIFT/ BIC CODE : xxxxx
IBAN NO.: xxxxx
Tax Registration No.: GB213828767
hereinafter customer

II.

Subject matter of the contract

1. The subject matter of the contract is measurement of binary VLE detailly described in the offer from 12. 4. 2022 hereinafter only work.
2. The customer declares that the work of this contract is directly related to his subject of enterprise listed in his trade authorization and he undertakes to use the work only for purposes directly related to this subject of enterprise.

III.

Time schedule and place

1. The contractor is obliged to complete the work till 26th September 2022
2. The work shall be performed on the site: Prague

IV.
Obligations and rights of the customer

1. The customer provides the contractor with samples of pure substances 2 kg of each to perform the work via DHL by the 31/05/2022 which should arrive to the contractor by 03/06/2022. Tracking details will be sent to the Contractor by the Customer as soon as they are available.
2. The customer undertakes to take delivery of the work immediately after the contractor delivers him a written notice about work execution.

V.
Obligations and rights of the contractor

1. The contractor is obliged to perform the work in person, at his own expense and at his own risk in the agreed period of time.
2. When performing the work, the contractor acts independently and is not bound by customer's instructions.
3. The contractor is not allowed to delegate the work to another person. If another person performs the work, the contractor has the same responsibility as if he performs it himself.
4. The contractor as a storer is liable for a subject matter received from the customer for lodge in order to perform its processing when performing the work or in order to repair or modify it (§2415 and foll. law no. 89/2012 Coll., of the Civil Code). The customer bears the risk of damage to this subject matter as long as his ownership title to this subject matter lasts.

VI.
Price of Work and Payment conditions

1. The agreed price for the work shall be:

price excluding VAT 17 000.- GBP

2. The customer is obliged to pay to the contractor the price for the work, the contractor has the right for price payment since a moment of the work completion. The price for work, listed in art. VI/1. of this contract, is an exercise price and it may be increased if the contractor proves unavoidably increased and together appropriately expended expenses which had arisen during execution of this work or in context of it without its infliction. Increase of the price shall be agreed by the customer in form of a written amendment to this contract.
3. The price includes all activities and supplies of the contractor necessary for first-class performance of the work according to this contract.
4. Value added tax is invoiced by the contractor to the customer in an invoice which creates a basis for payment of the price for the work and this tax.

5. The price for the work and value added tax are due within 14 calendar days after the invoice had been delivered to the customer. The invoice is issued by the contractor immediately after the work is delivered and received. The invoice shall contain terms of a tax certificate according to law no. 235/2004 Coll., on value added tax, in the current version. The price is paid when the paid amount is placed to the contractor's account, listed in art. I. of this contract. For EU foreign taxpayers the reverse-charge model will be used.
6. If the customer shall be in default with payment of the price for the work, the customer shall pay a penalty equal to 5 % from the due amount for each such day of default. The parties preclude the usage of § 2050 of the Civil code.

VII. Additional provisions

1. Persons responsible for performing duties according to this contract are these employees of the
 - a) contractor : xxxxx; xxxxx@xxxxx; xxxxx
 - b) customer : xxxxx; xxxxx@xxxxx
2. The contractor retains the right to use know how that is used to provide the results arising from the activity of the work with other customers, provided that the work for those other customers does not incorporate any information that has been provided by Synthomer acting as the customer.
3. The contractor retains the right to include generalised information in a final research report that results from work arising from this contract to the Register of information according to the Act no. 130/2002 Coll., (and changes thereto or other related laws) that refers to research and development from public funds. . This generalised information must not include any information that specifically refers to or includes any information that Synthomer provides unless Synthomer agrees to this or agrees to a redacted form of the generalised information.
4. . If the result or a part of the work performed according to this contract is protected by an industrial property law or another intellectual property law, the customer is entitled to use the result free from encumbrances.
5. Responsibility for defects shall be governed by § 2615 and foll. of the Civil Code.
6. Each contractual party is entitled to withdraw from the contract in case that the opposite contractual party commits a breach of the duty to which this contract bounds it, or even terminate it for convenience. The contractual party which has committed a breach of the contractual duty is obliged to make good the damage to the opposite party including appropriately expended costs incurred to the opposite party in the consequence of the withdrawal of this contract. If this contract is terminated for convenience, the duty belongs to the terminating party. The termination of the contract is effective since a written notice about termination of the contract is delivered to the opposite contractual party.

7. All notices between contracting parties related to this contract or notices which shall be done under this contract have to be done in written form and delivered to the opposite contracting party personally or by mail to the address listed in art. I. of this contract, unless it is agreed otherwise by the contracting parties.
8. The contracting parties consider any notice related to this contract as properly delivered:
 - a) In case of personal delivery or by courier:
 - aa) the date of real take-over of the notice by the recipient; or
 - ab) the date when the notice is delivered to person designated to take over the correspondence on the recipient's address; or
 - ac) the date when the notice is delivered to person designated to take over the correspondence on the recipient's address and this person refuses to take over the correspondence.
 - b) In case of delivering by mail:
 - ba) the date of real take-over of correspondence by the recipient; or
 - bb) the date of the first attempt of delivery of correspondence when the recipient doesn't take over the correspondence for any reason or refuses to take over the correspondence when there is delivery address written on the correspondence.

VIII.

Final provisions

1. This contract may be modified and amended only in form of written numbered amendments to this contract, signed by both contractual parties.
2. This contract shall enter into force and shall take effect on the day when it is signed by both contractual parties.
3. If any provisions of this contract are or will become invalid, unenforceable or ineffective, this invalidity, unenforceability or ineffectiveness does not affect other provisions of this contract. The contracting parties undertake to replace invalid, unenforceable or ineffective provisions by valid, enforceable and effective provisions with the same commercial or legal sense or to sign a new contract within five (5) working days from delivery of the notice to opposite contractual party.
4. The contracting parties expressly confirm that the terms of this contract are the result of negotiations of contracting parties and both contracting parties had the opportunity to influence the content of the basic conditions of this contract. This contract includes the entire arrangement about the subject matter of this contract and all the formalities that the contracting parties should or wanted to negotiate in the contract and which are considered to be important for binding effect of this contract. No act of contracting parties made during the negotiation about this contract or after signing this contract shall not be interpreted in contradiction with explicit provisions of this contract and does not establish any obligation of any contracting party. The contracting parties do not wish that any rights or obligations would go beyond explicit provisions adjusted by this contract or would be influenced by existing or future experience between contracting parties or by traditions usual for sector concerning the subject matter of this contract, unless it is expressly agreed in this contract. Furthermore the contracting parties confirm that they are not aware of any established traditions or commercialism. The answer of contracting party, under § 1740 par. 3 law no. 89/2012 Coll., of the Civil Code, as amended, is not considered as acceptance of the offer

for conclusion or modification of this contract, even if it does not substantially change offer conditions. For the avoidance of doubts it is mentioned that contracting parties consider this contract as courageous and therefore the provisions of the Civil Code of changed circumstances (§ 1764 to 1766) and disproportionate shortening (§ 1793 to 1795) do not affect the obligations arising from this contract. The contracting parties exclude the application of the provisions of § 557 and 1805 par. 2 law no. 89/2012 Coll., of the Civil Code, on the contractual relationship adjusted by this contract.

5. Legal relationship not expressly adjusted in this contract shall be governed by the legislation in force of the Czech Republic, especially by the provisions of the Civil Code. Any disputes between contracting parties arising from this contract shall be first resolved amicably if possible. If an amicable solution is not reached, the disputes will be resolved by the competent court. Dispositive provisions of generally binding legal regulations in force in the Czech Republic, which are in conflict with the provisions of this contract, shall not be used.
6. The contracting parties acknowledge that this contract is subject to the legislation of the law no. 340/2015 Coll., on the registry of contracts, and therefore this contract will be disclosed in the registry according to § 4 of this law.
7. The contracting parties hereby declare that they agree with the content of this contract, understand this contract and are committed to its fulfilment. The contracting parties sign this contract and declare that this contract was concluded according to their free and serious will.
8. This contract had been made in 2 duplicates as originals whereby each contracting party shall retain one copy each.

In Prague on

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On behalf of the contractor

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On behalf of the customer