

AMENDMENT No. 3

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: [REDACTED] – Chairman of the Board and General Manager

[REDACTED] – Deputy Chairman of the Board

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 an objectively unpredictable and uncontrollable Vis Maior event, that had been caused by a pandemic of coronavirus Covid-19 and occurred during the performance of the Contract, prevents the Contractor - in connection with other facts and delays of related deliveries of subcontractors (affecting the implementation of performance under the Contract) - from timely delivery of material parts of several Partial Performances as compared to the delivery periods agreed in the Contract. The Contractor is materially restricted in its operations due to the lack of materials and delayed supplies of electrical components from its sub-contractors in connection with the Covid-19 pandemic and the related current global market unavailability of materials and disrupted supply chains. This affects the following material deliveries - parts of Partial Performances according to the Contract and Detailed Itemized Budget: i3, i4, i5, k2. For the above listed items, significant delays (for more over than 5 months) in key electrical components and assemblies had been suffered and announced from the Contractor's subcontractors, without the Contractor having possibility to avoid it or implement alternative solutions. Due to technological processes upon the supplies and continuity of individual activities on the Contractor's part, it is necessary to extend the delivery periods of the affected deliveries/performances by up to 5 months.
- 2.3. On the one hand, the Contractor is required by the Contract and its Amendments to manufacture and deliver to the Client parts i3, i4, i5 and k2 of Partial Performances at the prices according to the mutually approved Detailed Itemized Budget (DIB) by 15 September 2022 at the latest. In case of non-compliance with this deadline, the Contractor is obliged to pay the Client a contractual penalty according to Article XVII of the Contract
- 2.4. On the other hand, the Contractor's liability for delays is limited by circumstances precluding liability such as a Vis Maior event according to Article XX of the Contract. The Contractor is prevented from timely delivery and limited in its activities including the performance of the Contract due to the consequences of Covid-19 coronavirus pandemic and the related unfavourable global situation on the world markets for materials, capacity constraints in logistics and transport of supplies, which also significantly contribute to delays in supply chains. These obstacles are beyond the will and control of the Contractor, they were unpredictable and unavoidable and would have similar impact on any potential supplier in place of the Contractor.
- 2.5. Therefore, the Parties have negotiated on an adequate postponement of delivery deadlines for the aforementioned parts of Partial Performances which are affected by the above Vis Maior event by a period corresponding to the duration of the Vis Maior consequences.
- 2.6. In view of the facts described in Articles 2.2 – 2.5 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 major 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.

- 2.7. 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.
- 2.8. 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 AND CONTRACT INTERPRETATION

- 3.1. The Parties hereby formally declare that, due to the occurrence of a “Vis Maior” (or “Vis Major”) event within the meaning of Article XX (10) of the Contract causing a significant delay in delivery of material parts of Partial Performances, the delivery periods stipulated in Article VI. as well as in Article XVII. of the Contract for executing and handing over the following parts of Partial Performances as defined in the Contract and specified in the Detailed Itemized Budget are herewith extended in accordance with Article XX. (12) of the Contract accordingly to the duration of the “Vis Maior” consequences, in particular as follows:
 - 1) the delivery period of performance i3 shall end by 31 December 2022,
 - 2) the delivery period of performance i4 shall end by 31 December 2022,
 - 3) the delivery period of performance i5 shall end by 31 December 2022 and
 - 4) the delivery period of performance k2 shall end by 31 December 2022.
- 3.2. For avoidance of any doubts, the Parties hereby also confirm their mutual understanding of the above delivery periods extension consequences for the terms of contractual penalties stipulated in Article XVII. of the Contract as follows: The Contractor shall not be deemed in delay with its delivery of the above defined parts of Partial Performances before the expiry of the respective deadlines extended herewith and until then the Contractor shall not be obliged to pay to the Client the respective part of contractual penalty for such a delay.

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 2022

In Prague on 2022

On behalf of: the Client

On behalf of: the Contractor

Name: doc. RNDr. Radomír Pánek, Ph.D.

Function: Director

Name:

Function: Chairman of the Board and General Manager

Name:

Function: Deputy Chairman of the Board