

AMENDMENT No. 4

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 original scope of Power Supply System under the Contract includes the devices supplied from the 400 V low-voltage switchboard and therefore also includes the respective fields of the low-voltage switchboard that implement and secure the connection of the devices. The Power Supply System also includes a master Control system that controls the entire Power Supply System, including all switchboards, and thus includes the control of the low-voltage switchboard belonging to the Power Supply System.
- 2.3. The subject-matter of this amendment is delivery and installation of extension to Control system, namely the control cabinet of low-voltage switchboard (hereinafter the "**Control system extension**"). Control system extension, as an additional system linked to and extending the original Power Supply System under the Contract, enables control of the low-voltage switchboard of the entire COMPASS-U tokamak infrastructure complex, that could not have been defined as part of the Power Supply System according to the original scope of the Contract. Due to the aforementioned work scope extension, there will be an increase in Price of the Work as it was established in the Contract.
- 2.4. Taking into account the amount and nature of the changes 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. The overall nature of the public contract is not hereby changed, since the Control system extension directly relates to, builds on and complements the Power Supply System and extends its operability. The total value of the changes exceeds neither the financial limit for the above-the-limit public contract nor 10% of the original value of the obligation under the Contract. Therefore, this amendment is concluded in a non-substantial change regime within the meaning of Section 222 (4) PPA.
- 2.5. 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.
- 2.6. 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. Beyond the original scope of work agreed in the Contract, the Contractor hereby undertakes to deliver the Control system extension to the Client and install it at the Place of Delivery in accordance with the terms and conditions defined herein, including the agreed time frame and the technical specification laid down in Annex No. 1 hereto.
- 3.2. The Control system extension shall be fully compatible with the existing control of the low-voltage switchboard of the System under the Contract. The two systems must communicate with each other and both must be centrally controlled from a single point; the System (i.e. Power Supply System) shall communicate to the low-voltage switchboard of the entire COMPASS-U tokamak infrastructure complex and control it. The work hereunder involves addition of the necessary hardware components to the System, as well as their installation (meaning in the relevant control cabinet).

- 3.3. The Control system extension price includes all related cost of the Contractor including those for necessary R&D work, design, manufacturing, delivery, installation, alignment and testing of the Control system extension, training of the Client's personnel or licence to use the Control system extension for the needs of the Project and its follow-up phases. The Contractor provides a warranty (quality guarantee) for the Control system extension to the extent, under conditions and length similar to the warranty for Basic Configuration under Article IX paragraph 5 of the Contract, but at least to the extent of a period of 24 months starting by the date of signing of the Acceptance Protocol of the Control system extension.
- 3.4. By way of derogation from Article VI of the Contract, the Parties hereby agree that the Control system extension delivery and installation shall be completed (with Control system extension delivered and installed at Place of Delivery) until the following date: **31 December 2022**.
- 3.5. By way of derogation from Article VIII of the Contract, the Parties hereby agree on the Price increase by the price for Control system extension concluded in the amount of **CZK 355.000,- excluding VAT** (in words: three hundred fifty-five thousand Czech korunas excluding VAT, hereinafter the "**Control system extension price**").
- 3.6. The Client undertakes to take over and accept the duly and timely delivered and installed Control system extension by signing of an Acceptance Protocol and thereupon to pay the Control system extension price to the Contractor. For the sake of clarity, the Client is hereunder obliged to accept and take over only the Control system extension that is fully in compliance with all requirements specified herein.
- 3.7. By way of derogation from Article VIII paragraph 5 of the Contract, the Parties hereby agree that the Control system extension price shall be paid as follows: 100 % of the price shall be paid within 30 days of delivery and installation acceptance.
- 3.8. The performance, handover, takeover and acceptance of the Control system extension delivery and installation, invoicing and payment terms for the completed Control system extension delivery and installation, as well as Contractor's liability for defects in the Control system extension delivery and installation, and Client's right to claim such defects shall follow similarly the terms stipulated in the Contract for the delivery and installation, of the System, unless herein expressly stipulated otherwise.

4. CONCLUDING PROVISIONS

- 4.1. If not herein expressly stated otherwise, the provisions of the Contract shall remain valid and unchanged hereby.
- 4.2. As regards the terms and conditions stipulated for the Control system extension, the provisions hereof including annexes hereto shall take precedence over the provisions of the Contract including annexes thereto in the event of any conflict between the provisions of this amendment and the provisions of the Contract.

- 4.3. 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.
- 4.4. 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 4.11. 2022

On behalf of: the Client

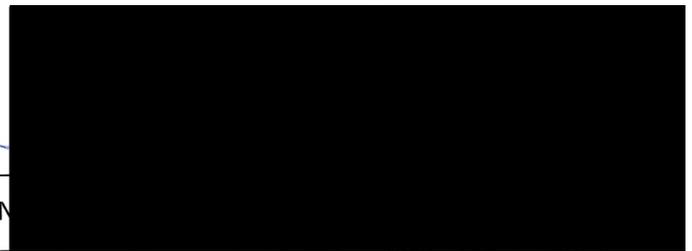


Name: doc. RNDr. Radomír Pánek, Ph.D.

Function: Director

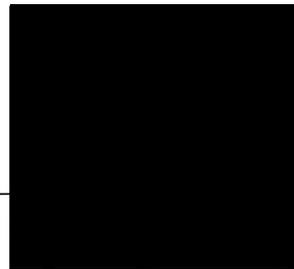
In Prague on 4.11. 2022

On behalf of: the Contractor



N

Function: Chairman of the Board and General Manager



Name:

Function: Deputy Chairman of the Board

Annex No. 1 – Contractor’s offer of the Control system extension