

Amendment No. 1 (hereafter the “**Amendment**”)

to Purchase Contract No. S22/081F for delivery of a

“Metal Powder Atomizer”
(hereafter the “**Contract**”)

signed on May 18, 2022, between the parties:

Fyzikální ústav AV ČR, v. v. i.,

with seat: Na Slovance 1999/2, 182 21 Praha 8, Czech Republic,

represented by: RNDr. Michael Prouza, Ph.D., Director,

registered in the Register of public research institutions of the Ministry of Education, Youth and Sports of the Czech Republic.

ID No.: 68378271 (IČO)

Tax ID No.: CZ68378271 (DIČ)

(hereinafter the “**Buyer**”)

and

3D Lab Sp. z o.o.,

with seat: Farbiarska 63B, 02-862 Warsaw, Poland,

represented by: Jakub Rozpendowski and each of Board Members,

registered in the National Register of court (Krajowy Rejestr Sądowy).

ID No.: 0000572964 (KRS); 362401543 (REGON)

Tax ID No.: PL9512396922 (NIP)

(hereinafter the “**Seller**”),

(the Buyer and the Seller are hereinafter jointly referred to as the “**Parties**” and each of them individually as a “**Party**”).



1. Subject of the Amendment

The subject of this Amendment is a change in payment terms.

2. Change in payment terms

The wording of paragraph 5.3 of the Contract is changed to:

*The Seller is entitled to invoice the Price after the handover protocol in accordance with Section 10.4 (hereinafter the “**Handover Protocol**”) will have been signed. In case the Equipment will be handed over with minor defects,*

5.3.1 90 % of the Price shall be invoiced after the Handover Protocol will have been signed and

5.3.2 the remaining 10 % of the Price shall be invoiced after removal of minor defects.

3. The Parties declare that as a result of these changes does not imply any of the Parties damage.

4. Other provisions of the Contract remain unchanged.

In Prague, Czech Republic

For the Buyer:

23. 12. 2022

In Warsaw, Poland

For the Seller:

23. 12. 2022

RNDr. Michael Prouza, Ph.D.

Director

Jakub Rozpendowski

Member of the Board of Directors