

## AMENDMENT No. 5

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:

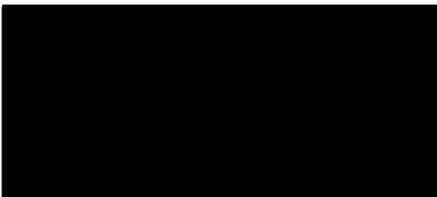
Raiffeisenbank a.s., Hvězdova 1716/2a (City Tower), 140 78 Praha 4

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 19<sup>th</sup>, 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".
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- 2.2. During implementation of the Work under the Contract, unpredictable force majeure events occurred having considerable impacts on the performance of the Contract. In particular, the unpredictable global pandemic of the COVID-19 coronavirus and also the ongoing war conflict on the territory of Ukraine resulted in considerable and unpredictable limitations of supplies and increase in the price of materials on the global market. As a consequence, there have been major disruptions in international trade, logistics and production chains, which resulted in additional costs and have recently started to be reflected especially in price increases of deliveries. Rising prices are not just a local phenomenon, but a consequence of changing conditions on global markets due to the interconnectedness of the world economy. In view of the above, there has been a considerable and unforeseen increase in the price of input materials for the Work under the Contract which threatens the continuation of the Contract.
- 2.3. The aforementioned situation including force majeure events and their impact on global market development is entirely unprecedented and unpredictable. It could not have been foreseen by the Parties at the time of the Contract conclusion or prevented by measures taken by the Parties later on. Given that this is a force majeure obstacle and a global phenomenon, the consequences of the increase in costs would have affected any other supplier in the Contractor's position. At the time when the increase in costs due to force majeure became apparent, the Contractor was not in default compared to the original date agreed in the Contract.
- 2.4. The Contractor documented to the Client, inter alia, by orders, declarations from subcontractors and comparison of original price offers from the time of preparation of the tender for the Public Contract (2019) and the price levels on the market after the force majeure events, that due to the global pandemic and the war, there have been unprecedented developments in the market for and increases in the prices of input materials, including namely aluminium, iron, steel and steel components, input materials for the production of capacitors and electronic components for advanced electronics. Since production of components for the Work under the Contract was a specialised solution tailored to the customer and the production was already at an advanced stage, it is no longer feasible to choose an alternative solution in a reasonable time and at a reasonable cost. As the Contractor also documented to the Client, due to the aforementioned force majeure events consequences, the Contractor has demonstrably incurred extra costs exceeding 15 mil. CZK incl. VAT. To overcome the above force majeure consequences and allow the Contract to continue, the Client agreed to at least partially compensate the Contractor for these costs, namely in the amount of 10 mil. CZK incl. VAT as a Price increase, since it is caused by objectively grounded cost increase in the prices of input materials due to the above force majeure.
- 2.5. In view of the facts described in Articles 2.2 – 2.4 hereof, all criteria pursuant to Section 222 (6) PPA are fulfilled simultaneously for the change of the Contract. The Parties declare that the change is made as a result of circumstances that the Client acting with diligent care could not foresee, it does not change the overall nature of the public contract and the value of the change does not exceed 50 % of the original covenant.

- 2.6. Taking into account the reasons, 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.
- 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 in the form of this amendment.
- 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

- 3.1. The Parties hereby agree that the Client shall partially reimburse the Contractor for the considerable increase in the cost of input material for the Work due to the above-mentioned force majeure consequences by paying only a compensation of **CZK 10.000.000,- including VAT** (*in words: ten millions Czech korunas including the value added tax*) out of the total amount of CZK 15.153.064,20 including VAT demonstrably incurred by the Supplier. The compensation shall be paid by the Client to the Contractor in two instalments as follows:
  - 3.1.1. First payment in the amount of **CZK 5.000.000,- including VAT** to be paid at the moment, when the Client takes over and accepts those of the relevant Partial Performances demonstrably affected by the cost increase (i.e. namely the following performances: h1, h2, h3, i3, i4, i5, m3) whose documented price increase exceeds CZK 5.000.000,- including VAT;
  - 3.1.2. Second payment in the amount of **CZK 5.000.000,- including VAT** to be paid at the moment, when the Client takes over and accepts those of the relevant Partial Performances demonstrably affected by the cost increase (i.e. namely the following performances: h1, h2, h3, i3, i4, i5, m3) whose documented price increase exceeds CZK 10.000.000,- including VAT.

### 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 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 14.12. 2022

On behalf of: the Client

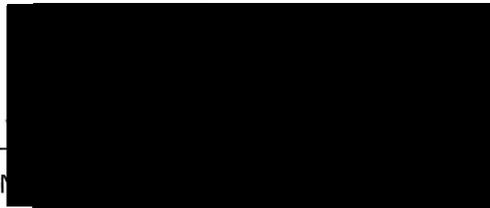


Name: doc. RNDr. Radomír Pánek, Ph.D.

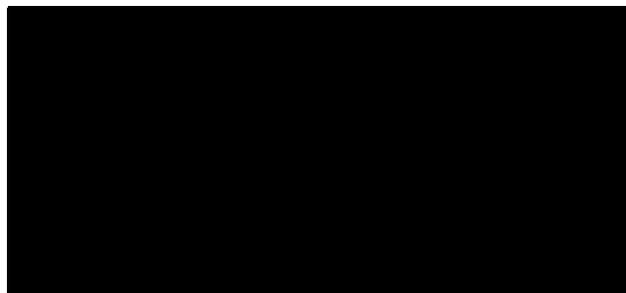
Function: Director

In Prague on 14.12. 2022

On behalf of: the Contractor



Function: Chairman of the Board and General Manager



 **ELEKTROTECHNIKA**  
Chairman of the Board  
CEO  
Kolbenova 936/5e  
100 00 Prague 9

