

SALE CONTRACT BETWEEN

INDUSTRIAL OLMAR S.A.

AND

Výzkumný a zkušební letecký ústav, a.s. (VZLU)



SALE CONTRACT**1 BETWEEN**

Mr. Daniel Hevia of legal age, in the capacity of **Sales Engineering Manager**, in the name and representation of the business entity **Industrial Olmar S.A.**, with VAT number: **A33604513** and registered offices in **Gijón, P.I. SOMONTE III C/ Nicolas Redondo Urbieta No.330 33393-Gijon (Spain)**.

And **Ing. Josef Kašpar** of legal age, in the capacity of **Chairman of the board of directors**, and **JUDr. Petr Matoušek** of legal age, in the capacity of **Member of the board of directors** in the name and representation of the business entity **Výzkumný a zkušební letecký ústav, a.s. (VZLU)**, TAX ID number: **CZ00010669** with registered offices in **Beranových 130, 199 00 Praha – Letňany (Czech Republic)**.

2 STATE

I. - That the object of the industrial activity of Industrial Olmar S.A. is among others:

The manufacture of "OLMAR" autoclaves and steam generators appliances supplied with automatism and software regulating the operation of the autoclave and/or steam generator in the different productive cycles.

These machines, appliances and elements have the permits and authorizations required by the Regional Councils of the Principality of Asturias and by the Ministry of Industry in the Regional Community of the Principality of Asturias; they are properly provided with their technical documents and ready for their immediate operation, after the appropriate assembly of the elements that constitute them.

II. - That the company **Výzkumný a zkušební letecký ústav, a.s. (VZLU)** due to its activity, is interested in the acquisition of an autoclave.

In view of the above, both companies agree to the present Sale Contract in accordance with the following:

SALE CONTRACT **3 COVENANTS****FIRST – Purpose of the contract.**

The purpose of this contract is the purchase by **Výzkumný a zkušební letecký ústav, a.s. (VZLU)** of **1 Olmar Autoclave and ancillary equipment** from INDUSTRIAL OLMAR, S.A. (Seller) described in:

- **Annex 1 – Quotation 250-023-Rev.1 (VZLU – Commercial offer)**

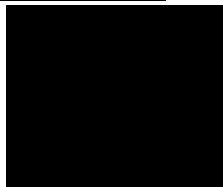
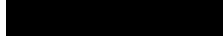
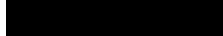
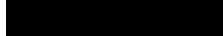
SECOND - Price

The total sale price for the referenced premises and its contents is 

THIRD. – Payment terms.

Total amount: 268,520.00 € (VAT EXCLUDED)

By bank transfer:

 of the total amount to the purchase order)
 of the total amount after the hydraulic test)
 of the total amount ex-works Olmar)
 of the total amount after final acceptance)

Corresponding to the following scope described in:**Annex 1 – Quotation 250-023-Rev 1 (VZLU – Commercial offer)**

- Autoclave ATC-2300/3500
- Electrical cabinet
- Vacuum pump (R5 025 F) + Automatic vacuum system
- Silencer (85 dB(A))
- Installation & commissioning
- Loading system
- Compact external cooling system (dry cooler based)
- Olmar compact plant configuration
- N₂ extraction and pressurization & O₂ measurement system

- **Transportation**
- **Offloading from the truck (on truck foot)**

FOURTH - Delivery.

Delivery time: **7.5 months (Exworks Olmar – August and Christmas excluded)**

FIFTH - Transport and insurance of the merchandise.

The goods will be delivered to Buyer according to Incoterms 2010 – **DAP VZLU (Czech Republic)**

SIXTH - Guarantees.

Industrial Olmar S.A guarantees the goods object of the present contract in the terms appearing in the document regarding guarantee that it is handed over to Buyer together with the goods and its corresponding documents. (2 years from the date of acceptance by **Výzkumný a zkušební letecký ústav, a.s. (VZLU)** post commissioning of the equipment).

OLMAR agrees to provide the warranty services at its own cost and such services will include labour and defective parts but will not include wear and tear parts and consumables.

SEVENTH – Offloading

Seller will be responsible for the goods offloading from the truck (on truck foot)

EIGHTH – Commissioning + training

The personnel and materials expenses that may be necessary for the commissioning and perfect operation of the goods object of this contract will be at the cost of the seller. Comprehensive training will be given to your engineers, operators and maintenance personnel. Flights and hotel full board of the technician for the duration of the stay will be at the cost of the seller.

NINTH – Installation

Seller will be responsible for the installation and piping installation from the autoclave flange up to a maximum distance of 5 meters (being each elbow equivalent to 1 meter):

- Assembly of accessories that were removed for transportation
 - Piping supply and installation related to lines that are not already connected in Olmar compact Plant configuration:
 - Autoclave pressurization / depressurization lines
 - Silencer to a safety place
 - Autoclave safety valves to a safety place
 - Instrumentation air for pneumatic valves
- *Round-trip air fare, hotel and subsistence for the duration of the stay are included
- Distance: 5 meters (being each elbow equivalent to 1 meter)

Exclusions:

- Power connection from the transformation center to Olmar electrical cabinets which must be done by the client
- Air connection from the air factory line to Olmar pneumatic cabinets
- Building roof or wall penetrations
- Civil works, fences, building adaptations and anything else that is not clearly specified in this offer
- Local permits
- Anchoring autoclave saddle to the floor

TENTH – Ownership reserve

Industrial Olmar S.A reserves the property of the goods object of the present contract until the price in full has been received, and therefore the goods will continue being fully owned by Industrial Olmar S.A. until the Buyer pays its price in full.

The possession of the goods that Buyer holds is under the concept of a simple receiver who may not dispose of the goods whatsoever, until full payment of the specified price is made.

ELEVENTH - Intellectual property.

The computer system programming as well as the software installed in the autoclave and / or steam generator is considered intellectual property of the business entity Industrial Olmar S.A., since this entity has carried out the necessary investigations to program the automatisms that regulate the operation of the steam generator and/or autoclave.

The mentioned programming of the system is protected by the Legislative Royal Decree 1/1996 of April 12 on Intellectual Property, since it is a sequence of instructions or indications designed to be used, directly or indirectly, on a computer system, to perform a function in order to obtain a certain result, all without detriment of the instructions handbook that for the operation of the autoclave and/or steam generator is delivered with the documents of the equipment.

TWELFTH – Taxes.

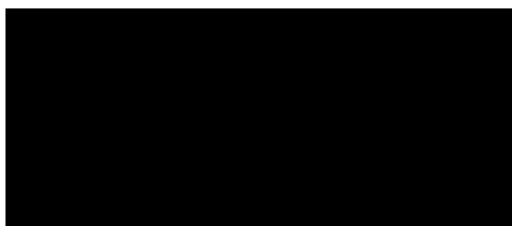
The taxes, excise, duties or levies that may be accrued by the object of the present contract in United Kingdom, will be at the cost of the Buyer.

THIRTEENTH - Submission and Jurisdiction.

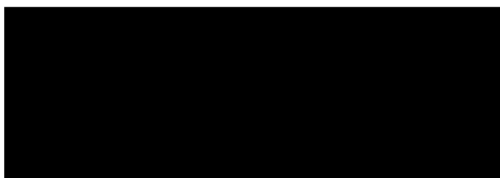
Both parties agree that for the determination of any disputes arising from the Implementation or interpretation of this contract will be determined by arbitration in Vienna, pursuant to the rules of the Vienna International Arbitral Centre ('VIAC') with unequivocal, conclusive and explicit waiver to the jurisdiction which could apply. The arbitration proceeding will be held in English language.

PURCHASER:

Výzkumný a zkušební letecký ústav, a.s. (VZLU)
Company Name



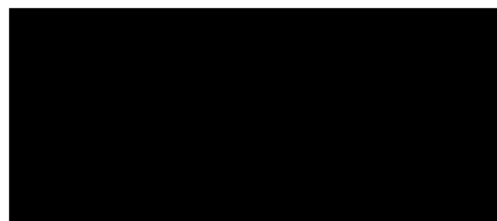
Ing. Josef Kašpar
Chairman of the board of directors



JUDR. Petr Matoušek
Member of the board of directors

SELLER:

INDUSTRIAL OLMAR, S.A.
Company Name



Signature
Mr. Daniel Hevia
Printed name

Date:



4 GENERAL SALE CONDITIONS

These general conditions will be applicable between the parties for all that has not been agreed in the specific sale contract.

FIRST - Payment -

The sale price of the moveable assets will be paid according to that specified on the sale contract formalized between the parts.

The lack of payment of any of the instalments or the return of any of the bills of exchange agreed upon as means of deferred payment of the price, will enable the Seller, at his option, to demand from Buyer the payment in full of the price plus the legal interests, expenses and damages caused, or either to establish the immediate resolution of the contract with refund of the goods, object of the contract, to Seller and the loss by Buyer of the amounts given to the Seller, as compensation for damages, without detriment to any other actions that may correspond to Seller according to law.

For the resolution of the contract it will suffice the notice issued in a reliable manner to Buyer, including through Burofax or telegram with acknowledgement of receipt, Buying incurring in default from that moment on regarding the return of the goods, and payment or refund to Seller of expenses and any other damages that may have been caused.

SECOND – Guarantees

Industrial Olmar S.A. guarantees the object of the present contract in the terms that appear in the documents relative to guarantee of the goods and that it is given to the Buyer together with the goods, its documents, and the Contract Conditions.

THIRD – Ownership Reserve

Industrial Olmar S.A reserves the property of the goods until the entire price has been received, and consequently, the goods will be fully owned by Industrial Olmar S.A. until Buyer has paid the price in full.

The possession of the goods that Buyer holds is under the concept of receiver who will not have the goods at his disposal until full payment of the price specified in the contract is made.

Buyer receives the possession of the goods under the concept of receiver from the very same moment in which they are placed at his disposal in the premises, date and manner agreed upon in the sale contract.

During the time that Buyer is in possession of the goods in the capacity of receiver, he will communicate in writing and in a reliable manner to Seller any desire of change of location of the goods from the place where they were initially assembled, the Seller being able to oppose to the same within the period of five days as of the time he receives the mentioned communication.

FOURTH - Damages

Buyer undertakes to maintain the goods in perfect condition for use, as long as Buyer does not acquire the full property of the same.

Buyer whilst not acquiring the full property of the goods and from the very same moment on which these are at his disposal, according to that agreed upon in the sale and purchase Contract, will be responsible in front of the Seller for the loss and all damages that may be caused to the goods, even in the assumption of a fortuitous case or unforeseen circumstances.

FIFTH - Responsibilities

Buyer will be responsible, even in a case directly caused by force majeure or unforeseen circumstances, holding the Seller harmless of all responsibility, of any damages that the goods may cause, as of the very same moment in which the goods are at his disposal in the manner agreed upon in the sale contract, regardless of the fact that the price agreed upon may have been paid or not in its entirety, but save in any circumstance where such damage was caused in whole or in part by the act or omission or fault of the Seller.

SIXTH – Legal Measures on the goods

In case the Buyer, prior to the acquisition of the property of the sold goods, may have incurred in the procedure of bankruptcy, temporary receivership, creditors' meeting, arrangement with creditors, seizure, intervention or equity receivership, or in any other case of patrimonial insolvency, or if his assets are bound to be seized by any cause whatsoever, or if precautionary measures are requested that may affect the goods object of this contract, Buyer undertakes, when the first legal measures are practiced, to state and to recognize the Seller's property and to communicate immediately to Seller the situation of the goods, so that Seller may serve proceedings and bring an action according to law.

In such cases Seller is authorized to demand from Buyer the payment in full of the price plus the legal interests, expenses, and damages caused; or request the immediate resolution of the contract with return of the goods and the loss of the amounts given to the Seller, in concept of compensation for damages, without detriment of any other actions that may correspond to Seller according to law.

SEVENTH - Supervision of the agreements

For the execution of that agreed upon in the sale contract and under these General Conditions, Buyer authorizes Seller to enter in his premises at any time and to use all the means that may be necessary for the withdrawal of the goods object of contract only where the Buyer is found to be in default or breach of the sale contract or these General Conditions.

The recovery of the goods by Seller may be done with no need of judicial action, with all the expenses that may be originated being for the account of the Buyer. Likewise, where the Buyer is found to be in default or breach of the sale contract or these General Conditions, Seller may enter in the premises where the goods of his property are deposited in order to inspect them, giving the Buyer two days of advanced notice.

EIGHTH - Intellectual property

The programming of the computer system as well as the software that is provided installed in the autoclave shall be considered by the Buyer intellectual property of the business entity Industrial Olmar S.A., under the protection of the Legislative Royal Decree 1/1996 of April 12 on Intellectual Property.

The business entity Industrial Olmar S.A, by the simple sale of the autoclave and/or steam generator is not liable, neither is under the obligation to supply the Buyer with the programming and software of the automatism of the autoclave and/or steam generator, without detriment of the obligations assumed by virtue of the guarantee of the autoclave and/or steam generator, as well as by the maintenance contracts that may be formalized between the parties.

The Buyer, accepting the property of Industrial Olmar S.A over the software and programming of the automatism that regulate the operation of the autoclave and/or steam generator, undertakes the obligation of not diffusing the mentioned programming, if for any cause it may be revealed by the business entity Industrial Olmar S.A.

NINTH – Personal Data

The responsible for the processing of your data is INDUSTRIAL OLMAR, S.A.. Your data will be treated in order to manage the services you are hiring in this document, perform all those administrative procedures, perform all those administrative procedures necessary to comply with our contractual commitments and fiscal and accounting obligations, as well as manage the collection of said services.

To carry out other types of treatments, consent is requested by marking the following box:
YES NO Send commercial communications related to the services that INDUSTRIAL OLMAR, S.A. offer

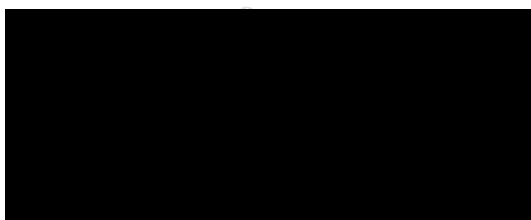
Interested parties may exercise their rights of access, rectification, erasure, opposition, portability or limitation of treatment, by contacting INDUSTRIAL OLMAR, S.A. at P.I. SOMONTE III C/NICOLAS REDONDO URBIETA Nº 330 33393, GIJON. Likewise, you can file a claim with the Spanish Data Protection Agency if you consider that your rights have been violated.

TENTH – Validity of the contract

This Contract shall become valid on the date of signing thereof by both the parties and shall come into force on date of notification by Buyer to Seller of the publication thereof in the Register of Contracts pursuant to Act No. 340/2015 Coll, which has to occur. Buyer will provide evidence of such publication before 1day after publication.

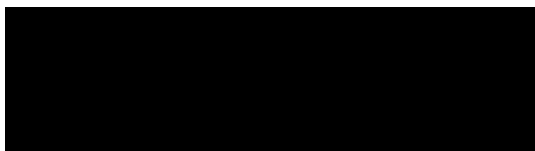
PURCHASER:

Výzkumný a zkušební letecký ústav, a.s. (VZLU)
Company Name



Signature

Ing. Josef Kašpar, FEng.
Chairman of the board of directors

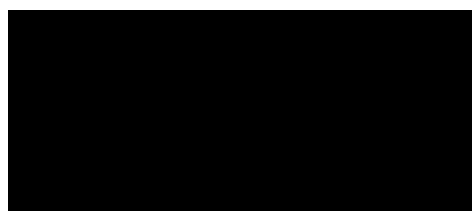


Signature

JUDr. Petr Matoušek
Member of the board of directors

SELLER:

INDUSTRIAL OLMAR, S.A.
Company Name



Signature

Mr. Daniel Hevia
Printed name

Date:




ANNEX 1 - QUOTATION 250-023-REV.1 (VZLU – Commercial offer)

Annex no. 2 – Bid Cover Sheet

BASIC DATA:

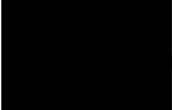
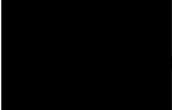
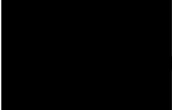
Public Tender Name: Autoclave
Contracting authority: Výzkumný a zkušební letecký ústav, a.s.
Registered office: Beranových 130, 199 05 Praha - Letňany
ID No.: 00010669
Tax ID No.: CZ00010669

**Person authorized
to act on behalf of the contracting authority:** 

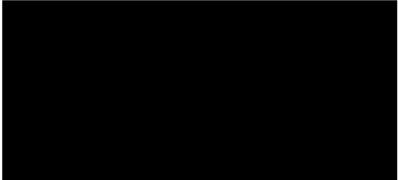
Tenderer: Industrial OLMAR SA
Address: P.I. Somonte III C/ Nicolás Redondo Urbieta, N. 330 33393
Gijón (Asturias) – SPAIN
ID No.: A33604513
Tax ID No.: A33604513
**Person authorized
to act on behalf of the tenderer:** 
Bank details: 

Authorized representatives: NOT APPLICABLE

Offer price:

Price total without VAT: 
Total VAT:  (not applicable between our countries)
Total price including VAT: 

OLMAR
GRUPOOLMAR


Business name - signature
of the Authorized Person (to be completed by the tenderer)