

CONTRACT FOR WORK No.

I. Contracting parties

Contractor:

Trade name: VŠB – Technical University of Ostrava  
Faculty: Faculty of Mining and Geology  
Represented by: Rector - Dean  
Address: 17. listopadu 15 2172, Ostrava - Poruba, 708 33  
ID: 61989100  
Taxpayer ID: CZ61989100  
Bank account: CSOB Ostrava, Hollarova 5, 702 00 Ostrava  
No. [REDACTED]

and

Client:

Trade name: Minova Ekochem S.A.  
Represented by: Martin Petranek – President of the Board  
Marek Gorecki – Vice President of the Board  
Address: ul. Budowlana 19, 43-100 Szemianowice Slaskie, Poland  
ID: KRS: 0000054434  
Taxpayer ID: PL6340196985  
Bank account: HSBC Bank Polska S.A., Rondo ONZ 1, 00-124 Warszawa  
[REDACTED]

have agreed on a **Contract for work** on the day, month and year stated below, in accordance with §2586 and the following articles of Act 89/2012 Coll., Civil Code, as amended.

I.1. Proxy for technical matters:

The proxy in charge of dealing with technicalities and checking the executed work under this Contract, or pre-negotiating terms and amendments on the part of the

Contractor is: [REDACTED]  
Client is: [REDACTED]

if not otherwise stipulated by the contracting parties in writing.

## II. Subject matter of the work

II.1. The Contractor undertakes to execute a piece of work at their own cost and risk for the Client, and the Client is bound by the Contract to take over the work under the Contract and pay for it.

II.2. The Contractor undertakes to execute the piece of work with due diligence and within the time agreed.

II.3. The work under the Contract is: Calculation of the carbon footprint for ten products of a client company - calculating of carbon footprint will be provided in accordance with GWP protocol (ISO 14040) and in accordance with ISO 14067. Scope of Work - step about will have about 35 A4 pages in English language.

II.4. The Client is entitled to check up on the execution of the work.

II.5. The Contractor confirms that they fully understand the extent and character of the work, and that they are aware of all technical, quality and other conditions for the implementation of the work, and that they have available capacities and expertise for the execution of the work.

## III. Time for the fulfillment and delivery of work

III.1. The contract is concluded for a definite period of time, until:

1.5. 31.7. 2017

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III.2. The work is considered to be executed if it has been finished and delivered. The work is finished if it is shown as suitable for its purpose. The work is taken over based on a completion certificate signed by the proxy of both the contracting parties.

III.3. Via receiving the work the Client takes title to the subject-matter of the work and the risk of damage is fully on the part of the Client.

## IV. Cost and payment conditions

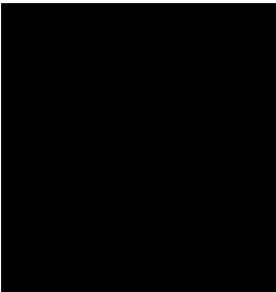
IV.1. The parties have agreed that the price for the work is:

EUR (without VAT): 8200,- EUR

Sum in words: eight thousand two hundred euros

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VAT in line with valid legal regulations will be added to the price stated above.



IV.2. The Client shall pay the price of the work on the grounds of an invoice; the Contractor is entitled to issue an invoice at the moment of the receipt of the work by the Client. The receipt of the work is confirmed by a bilaterally signed completion certificate.

IV.3. The invoice is due in 30 days after invoice date.

#### V. Commercial penalties

V.1. In case of a default payment of the invoice on the part of the Client, the Client is obliged to pay a fine of 0.05% of the due amount for each day of the delay. The fine is due in 30 days from the receipt of a written request for such payment.

#### VI. Changes in the contract

VI.1. This Contract may be altered only in writing, and both parties must sign an explicit "Subcontract". Other records, statements, etc. are not considered a contract.

VI.2. If any of the parties happen to encounter circumstances preventing the due fulfillment of the Contract, the party in question is obliged to instantly inform the secondary party and call for a meeting of the contracting party proxies.

#### VII. Goods and chattels for the execution of the work

VII.1. If the Contractor produces or purchases goods and chattels vital for the execution of the work (material, petty tangible and intangible assets) that are not fully consumed in connection with this work, and the price of the Contract, including the costs of their procurement, is not exceeded, the Client does not claim these after the completion of the work.

VII.2. These goods and chattels are surrendered to become the property of the Contractor and shall be used for the development of the education system, science and research in VŠB-TECH.

#### VIII. Other provisions

VIII.1. This Contract cannot be assigned further, or the claims arising under this Contract cannot be transferred.



VIII.2. The Contracting parties have agreed that article 2099 of Act 89/2012 Coll., Civil Code, as amended, does not apply. The parties waive the cancellation of a contract longer than ten years with regard to its duration and intention of the parties to be bound by the contract for the contract duration.

VIII.3. The Contracting parties have further agreed that article 577 of Act 89/2012 Coll., Civil Code, as amended, does not apply either. The stipulation of the entity, time, territorial, or other extent within this Contract is fixed by an autonomous agreement by the Contracting parties and the court has no authority to interfere with the Contract.

VIII.4. Pursuant to §1765 Act 89/2012 Coll., Civil Code, as amended, both Contracting parties realise possible changes in the circumstances. Before the conclusion of the Contract, the Contracting parties assessed both the economic situation and facts, and they are fully aware of the contract terms, as well as the circumstances that may arise under the duration of the Contract. No part of this contract may be altered by the order of the court.

VIII.5. If a tax administrator discloses by remote access the information that the payer (Contractor) is an unreliable taxpayer on the day of taxable supplies, the payer of the taxable supplies (Client) shall pay the tax (VAT) instead of the provider of the taxable supplies to the account of the Tax Office of the provider (Contractor). If the payee (Client) pays the taxable supplies for the provider to the Tax Office, the payee (Client) reduces the invoice payment to the provider (Contractor) by this sum.

If, by the due date of the invoice, the tax administrator does not disclose the bank account number to which the payee of the taxable supplies shall pay the invoice, the payer of the taxable supplies (Client) shall pay the tax (VAT) instead of the provider (Contractor). If the payee (Client) pays the taxable supplies for the provider to the Tax Office, the payee (Client) reduces the invoice payment to the provider (Contractor) by this sum.

VIII.6. Other terms:

#### IX. Final provision

IX.1. This Contract is executed in 4 fully valid copies and becomes effective on the day both parties have signed it.

IX.2. The operation of the Contract is initiated by the signatures of both the parties. The provider or the contracting parties declare that based on their invoice or a national regulations they are authorised to sign this Contract and no other person's signature is needed for the validity of the Contract.

IX.3. The rights and obligations of the Contracting parties arising under this Contract that are not otherwise herein are governed by the law of the Czech Republic, namely by Act 89/2012 Coll., Civil Code, as amended.

IX.4. Pursuant to article §4 of Act 89/2012 Coll., Civil Code, as amended, it is understood that each contracting person has the intelligence of an average human as well as acts with due diligence and care, and that this may be reasonably expected in legal transactions. The Contracting parties have considered the contents of this Contract and do not find it ambiguous, to which they append their signatures. The Contract has been concluded in full free will having duly considered all the terms and mutual explanation of its contents.

In Ostrava, on 17.04.2017  
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Doc. Jan Valček, Ph.D.  
dean

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Contractor

