



ADDENDUM no. 2 TO THE PURCHASE AGREEMENT

made in accordance with the provisions § 2079 et seq. Law no. 89/2012 of Coll., of Civil Code,
as amended (hereinafter referred to as „Civil Code“)

On the below written day, month and year, **Addendum no. 2 to the Purchase Agreement**
file no.: TS-620/OEO-2016 (hereinafter referred to as „**agreement**“) was executed by and
between the parties, of the wording as follows:

Article I.

Parties

Name: **Česká republika – OLYMP CENTRUM SPORTU
MINISTERSTVA VNITRA (Czech Republic - OLYMP CENTRE
OF SPORT OF THE MINISTRY OF INTERIOR)**
organisational unit of the state established from 1 January 2009
through the establishing deed issued by the Ministry of Interior
of CR, under file no. MV61877-6/TS-2008 of 25 September
2008.

Seat: Za Císařským mlýnem 1063, 170 06 Praha 7
Comp. Id. no.: 75151898
Tax Id. no.: CZ75151898 – identified person
Bank: Česká národní banka, branch Praha 1
Account number: [REDACTED]
Represented by: Ing. Jiří Beran, Managing Director of OLYMP CENTRUM
SPORTU MINISTERSTVA VNITRA,
Contact person: Ing. Jan Matouš, tel. [REDACTED] mob. [REDACTED]
Ing. Jiří Pavelka, tel.: [REDACTED]
Telephone: [REDACTED]
Fax: [REDACTED]
E-mail: [REDACTED]

(hereinafter referred to as „buyer“)

and

Name: **h/p/cosmos sports & medical gmbh**
Seat: Am Sportplatz 8, DE-83365 Nussdorf, Germany
Id. no.: 163/128/70278
Tax. Id. no.: DE131557846
Acting through: Richard Schmidt, Director h/p/cosmos sports & medical
gmbh,
Bank: SWIFT (BIC): HYVEDEMM453
IBAN: [REDACTED]
Contact person: Richard Schmidt, Director
E-mail: [REDACTED]
Telephone: [REDACTED]
Fax: [REDACTED]

registered in the Companies Register maintained by the Circuit Court Traunstein
(Amtsgericht Traunstein), Section B, company no. HRB 7563 (Insert).

(hereinafter referred to as „seller“)

or hereinafter also jointly referred to as „parties“



Through this Addendum no. 2, the provisions of the agreement shall be modified and amended, as follows:

I.

Change to the delivery time and taking over of the goods

On the basis of the survey of the place of delivery of a **ski simulator for a ride on roller-skates, including the basic accessories (hereinafter referred to as „goods“)** it was found out that place of the delivery of the goods as per the agreement, i.e. the hard areas constructed by the buyer structurally for the transport of goods, including the accessories at the place of the delivery of the goods, have not been sufficiently structurally prepared for the proper placing of the above specified goods. Specifically, this is the case of the relocation of the distribution equipment intended for the supply of electric power in the extent of the placing of LV and HV cables into conduits, including concrete cast enclosure in the pavement at the location of the crossing by heavy equipment. Considering the non-standard parameters and excessive sizes of the goods, it shall be necessary to comply with all technological procedures and technological links, particularly in terms of the structural-technical preparedness of the hard areas specially constructed for the transport of the goods, including their accessories.

From the above reasons which are on the part of the buyer who provides, structurally, the hard area, for moving the goods, a special room for the proper use of the goods, including their accessories, at the place of the delivery of the goods, **it shall be necessary to reasonably postpone the deadline of the ultimate delivery and taking over of the goods as a whole against the original date of the delivery and taking over of the goods in the agreement in such a manner that the goods, including the accessories are able to serve for their purpose, specifically to the date by 17th September 2017 at the latest.**

At the same time the seller represents that by postponing the date of the delivery and handing over of the goods as a whole, for the reasons described above which are on the part of the buyer, it has not incurred and will not incur any loss, and at the same time no costs associated with the delivery and handing over of the goods, therefore it will not claim any damages or compensation of the expenses incurred in connection with the postponing of the delivery and handing over of the goods to the final deadline of the delivery, specifically by the 17th of September, at the latest.

On the basis of what is stated above, in accordance with Article XIII., subparagraph 5 of the **Agreement, the parties agreed upon a specific change to the Agreement in such a way that the provisions of Article IV., subparagraph 1 of the Agreement – Delivery Date and Place of Delivery, Handing over of the Goods, specifically a change to the date of the delivery and handing over of the goods, shall be amended, as follows:**

„ 1. The Seller shall be obliged to supply the goods upon prior agreement at the place of delivery of the goods by 17th September 2017, at the latest.“

The other provisions of Article IV. of the Agreement, Delivery Date and Place of Delivery, Handing over of the Goods, shall remain in force and effect and without any change.

All other provisions of the individual articles of the agreement shall remain in force unchanged.

II.

Final provisions of Addendum no. 2.

This **Addendum no. 2** shall take effect on the date when signed by both **parties**. In case that this **Addendum no. 2** is not signed on the same day, this **Addendum no. 2** shall take

effect on the later date of the signing by the either of the **parties**. **The parties** shall represent that they are aware of the obligation of OLYMP CENTRUM SPORTU MINISTERSTVA VNITRA to publish the executed agreements, including the appropriate addenda to such agreements which are integral part of the above mentioned executed agreements in the Register of agreements in accordance with Law no. 340/2015 of Coll., on special conditions of the force of some agreements, publishing such agreements and on the Register of agreements (Law on Register of agreements) and Law no. 106/1999 of Coll., on free access to information. If both of the **parties** has the obligation to publish this addendum in the Register of agreements, **the parties** have agreed upon that this **Addendum no. 2** shall be entered into the Register of agreements by OLYMP CENTRUM SPORTU MINISTERSTVA VNITRA. This **Addendum no. 2**, which is subject to the obligation of publishing through the Register of agreements, shall take effect on 20.7.2017. The validity of this **Addendum no. 2** shall cease by fulfilling the commitments of both parties.

This **Addendum no. 2** is made up in 4 counterparts, of which 2 shall be obtained by the buyer and 2 by the seller.

Each of the **parties** shall represent that this **Addendum no. 2** is executed freely and seriously, that it considers the contents of the present addendum clear and understandable, and that it is aware of all facts which are conclusive for the execution of the present addendum, and in witness thereof, the **parties** attach their signatures to this addendum.

This **Addendum no. 2** shall become integral part of the **Agreement**.

In Prague on 20.7.2017

On behalf of buyer:

On behalf of seller:

[Redacted]
[Redacted]
Ing. Jiří Beran
Managing Director
OLYMP
CENTRUM SPORTU
MINISTERSTVA VNITRA



[Redacted]
Mr. Richard Schmidt
Company Executive
h/p/cosmos sports & medical gmbh

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Am Sportplatz 8 DE 83365 Nussdorf-Waunstein

