

Doc: ZA-4-15

Rev.1

Author: SP617

Dates: 15/05/2025

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Subject: Contract for extraordinary intervention

ZATECKA TEPLARENSKA A.S.

Turboden customer number: C00709

Zatec cp. 3149

43801, Zatec, Czech Republic

FAO: [REDACTED]

E: [REDACTED]

Contract for extraordinary intervention Proposal

General information	
Turboden Product	ORC MODULE TURBODEN T1500 - CHP
Installation site	Zatec, Czech Republic
Extraordinary intervention	Extra annual maintenance, alignment check, replacement of lube unit pump internal filters. change of lubricant oil
Date of issue of this proposal	15/05/2025
Validity	15 days from the date of issue of this proposal
Turboden business contact	
Alessandro Piubelli	Service & After Sales General Manager [REDACTED]
Valeria Martinelli	After Sales Contract Specialist [REDACTED]
Sara Poli	After Sales Contract Specialist [REDACTED]
Technical contact Turboden	
Federico Favagrossa	Service & Remote-Control Engineer (federico.favagrossa@turboden.it)

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1. Contractual parties

- 1.1. The present Contract for extraordinary intervention (hereinafter referred to as "Contract") is entered into between, on the one hand, **Turboden S.p.A.** with registered office in via Cernaia 10, 25124 Brescia, Italy, represented by its legal representative pro tempore, referred to as "**Turboden**"; on the other hand, the company **ZATECKA TEPLARENSKA A.S.** with registered office in Zatec cp. 3149 43801, Zatec, Czech Republic represented by legal representative pro tempore, referred to as "**Buyer**". Turboden and the Buyer are individually referred to as the "Party" and jointly as the "Parties".

2. Contractual documents

- 2.1. The Contract shall be governed by and construed inseparably by the following documents and the documents referred to therein in descending order of priority. These documents shall be fully binding on the Parties. In the event of contradictions or discrepancies between the documents, the order of priority shall be as specified below:

Document title	Document code	Rev.
I. This document: Contract for extraordinary intervention	ZA-4-15	Rev.1
II. Contractual conditions for the supply of spare parts and after-sales services	SGQ-QUA.AL-39	Rev. 1

3. Contract entry into force and contractual dates

- 3.1. The Buyer may return this offer to Turboden duly signed and initialled on each page as a sign of acceptance by the date of validity of the proposal, indicated on the first page.
- 3.2. The Contract shall enter into force upon signature by both Parties.
- 3.3. The date of the intervention will be agreed with Eng. Favagrossa.
- 3.4. In the event that the activities covered by the present Contract are prolonged for reasons that are solely attributable to the Buyer, beyond the period that could reasonably be foreseen taking into account the nature of the intervention, Turboden shall be entitled to charge the Buyer for all costs incurred as a result of the Buyer's delay, such as, but not limited to, increased costs increase of cost of raw material, energy, postponement of purchase of materials, custody, maintenance and storage. If the parties fail to agree on the additional costs, Turboden shall be entitled to terminate the agreement.

4. Details of supply and prices

- 4.1. The amounts indicated below represent an indicative estimate, calculated on the basis of the preliminary quantities defined on the basis of the information available at the time of issuing this proposal. With the exception of the items which price is indicated as a lump sum price, the quantities actually used will be calculated at the end of the work.
- 4.2. The items offered by Turboden are listed hereinafter. In case of alternative options, the Buyer shall indicate the selected option(s) on the last page of this document.

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Line	Description	Qty /U.m.	Unit amount (VAT excl.)	Total amount (VAT excl.)
100	On-site intervention, including: <ul style="list-style-type: none"> Annual Maintenance Alignment check Replacement of lube unit pump internal filters Change of lubricant oil Staff involved: No. 2 Turboden technicians, including travel days	4 days	1.350€/day/tech	10.800€
200	Material: Annual Maintenance Kit Lube unit pump internal filters MOBIL OIL SHC 832 ULTRA, Art. 1051447	1 kit 1 kit 2 barrels	1.500€/kit 310€/kit 1.850€/barrel	1.500€ 310€ 3.700€
300	Transport of intervention toolbox by Turboden until installation site and return	2 nr.	Cost + 10%	Cost + 10%
400	Transport of material by Turboden until installation site	1 nr.	Cost + 10%	Cost + 10%
COST ESTIMATE (transport costs to be calculated) (net of costs to be quantified and additional expenses of article "Applicable rates and additional charges")				16.310€

- 4.3. Estimated man-hours/days include travel time of the personnel involved. If it is possible to carry out the activities of this Contract at the same time as activities under a further contract between the Parties, travel days tariff will be charged only once or not charged, if covered by the other contract.
- 4.4. When the transport of the materials is carried out by Turboden, if Turboden can organise the shipments at the same time as other shipments already scheduled, the relevant costs will be charged only once, if applicable, and/or if the material can be delivered by the personnel intervening, the relevant costs will not be charged.
- 4.5. The final price calculation sheet shall be sent to the Buyer in electronic form by email after completion of the work. The final price shall be calculated by applying the rates and prices agreed upon in this Contract to the quantities actually used, as well as by charging any expenses excluded from the estimate (e.g. personnel travel costs), described in this article and in the article "Applicable rates and additional charges".
- 4.5.1. **Approval of the final balance.** If the Buyer does not raise any justified objection within 3 days of the report being made available, the final balance shall be considered accepted by the Buyer and Turboden shall be entitled to invoice and receive payment for it.
- 4.6. Pursuant to and for the purposes of the provisions of Legislative Decree No. 81/2008, all prices for the above services are inclusive of the safety costs necessary to eliminate and, where not possible, reduce interference risks. These costs are equal to 5% of the costs for the execution of the activities and/or 2% of the costs for the supervision/advisory of the activities (if any) and are not subject to discount.

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5. Applicable fees and additional charges

5.1. The applicable tariffs are identified below. It should be noted that, in the case of items indicated as "lumpsum", the following rates shall apply only to travel, accommodation and meals, if such costs are excluded from the tariff.

Description		Travel costs	Accommodation costs	Meals costs	Working weekdays or travel days	Sat, Sun and holidays of working/travelling	Day not worked
Supervision or performance of activities by Turboden personnel	Technician	Included	Included	Included	1,350€/day	+25%	-25%

5.1.1. Working tariff applies to days or hours of travel necessary for the transfer of personnel.

5.1.2. "Excluded" costs will be charged to the Buyer in an amount equal to the cost incurred by Turboden + 10% for related administrative costs, payable 30 days from invoice date.

5.1.3. If circumstances beyond Turboden's control (e.g. delays of third-party contractors of the Buyer) temporarily prevent the work from proceeding successfully, Turboden shall be entitled to charge the Buyer the applicable rate for days worked for each calendar day that personnel remain on site without performing the planned activities, even in case of lump sum prices.

6. Terms of delivery of goods

6.1. If Turboden is not in charge of the transport, the goods shall be delivered by Turboden according to the INCOTERMS 2020 conditions of the International Chamber of Commerce (ICC), EXW (Ex Works) delivery term at Turboden's warehouse or Turboden's sub-suppliers' warehouses. Upon arrival of the Buyer's collecting vehicle, Turboden shall load the goods and shall carry out and pay for all export clearance formalities, if applicable. In all cases, the Buyer is obliged to state the delivery place and communicate any further information that Turboden may reasonably require for fiscal, legal or statistical purposes.

6.2. If Turboden is in charge of the transport, the ordered spare parts will be delivered according to the INCOTERMS 2020 conditions of the International Chamber of Commerce (ICC), DAP (Delivery at Place) at the Installation site. The related expenses are covered by the Contract price.

7. Exclusions and supplies and operations at Buyer's charge

7.1. Supplies not described in the article "Scope of supply and prices" are excluded from Turboden's scope of supply. If, in the course of the performance of the activities covered by the Contract, the need arises for further supplies not provided for in the Contract, such goods or services shall be offered separately.

7.2. The Buyer shall ensure the presence of at least one site operator to collaborate and support Turboden during the activities.

7.3. Unless specifically agreed otherwise, for the performance of the services covered by the Contract, the Buyer agrees, at his own expense, to

7.3.1. carrying out the unloading and positioning of components on site,

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- 7.3.2. ensure the availability of lifting equipment (such as cranes, forklift trucks, hoists, etc.) and specialised personnel authorised to use such equipment during the intervention,
- 7.3.3. ensure the availability of equipment to carry out work at height (e.g. ladders, scaffolding),
- 7.3.4. ensure the availability of instruments and testers to operate and maintain the plant (e.g. standard electrical instrumentation, electrical tests, hand tools),
- 7.3.5. ensure the availability of oils, solvents, paints, cleaning products, inert material suitable for absorbing any oil or working fluid leakage.
- 7.4. All equipment supplied by the Buyer and made available to Turboden personnel must comply with the relevant regulations. Turboden reserves the right to request a copy of the certificate of conformity.
- 7.5. Without prejudice to any further specific obligations under this Contract, the Buyer agrees to the following:
 - 7.5.1. The Buyer shall allow Turboden access to the installation site and shall authorise inspections of the plant.
 - 7.5.2. The Buyer shall provide Turboden with a copy of the O&M manual for the entire plant, at Turboden's request.
 - 7.5.3. The Buyer agrees to shut down the plant in accordance with the work schedule previously agreed between the Parties or when reasonably required by Turboden to perform the services or minimize any damage.
 - 7.5.4. The Buyer shall provide and maintain a communication link with a static or dynamic IP address accessible by from the Internet to the equipment controls for remote monitoring during operations. This connection shall be provided by the Buyer to Turboden without restriction.
 - 7.5.5. The Buyer shall ensure adequate lighting and accessibility of the working areas.
 - 7.5.6. The Buyer agrees to provide Turboden with access to first-aid kits, fire-fighting equipment, toilets, showers, drinking water, goods acceptance facilities, electricity, local telephone line (if any).

8. Payments

8.1. The amounts due under this Contract shall be paid by the Buyer to Turboden as follows:

Item (ref. Art. "scope of supply and prices")	%	Event	Payment deadline	Mode
Activity, Material and Transport	100%	End of work	30 days from invoice date	Bank Transfer

- 8.2. It should be noted that any advance payments are calculated on the budgeted amount, while the balance invoices will take into account the actual items price at closure.
- 8.3. Partial deliveries and invoicing are permitted.
- 8.4. The currency of amounts and payments in this offer is euro (€).
- 8.5. The invoice shall be in the name of the Buyer's company, indicating the data communicated to Turboden by the Buyer. In case of change of any of the data communicated (e.g. company name, VAT number), the Buyer is obliged to promptly notify Turboden.

9. Further agreements and final provisions

- 9.1. This Agreement cancels and replaces any previous verbal and/or written agreement between the Parties on the same subject.

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10. Signatures (Purchase Order)

To accept the proposal, please the legal representative signs in the two boxes below. Please select clearly, in the first box below, the options you intend to purchase. Please anticipate the entire signed Contract by email to aftersales@turboden.it or Fax (+39 030 3552011) and send the original by post to the Turboden address indicated at the bottom of this letter. The contract shall come into force with the signature of both parties and shall be considered validly executed also through the exchange of a scanned copy of the undersigned contract via email.

The Buyer orders:

- ✓ Activity, Material and Transport for Extra annual maintenance, alignment check, replacement of lube unit pump internal filters. change of lubricant oil, as per Tab. 4.2

Signature

Name

Title

Stamp

Date

VAT number for

invoicing

Žatecká teplotárenská, a.s.
Žatec č.p. 3149
438 01 Žatec
IČ: 646 50 871
www.ztos.cz

20. 05. 2025

CZ64650871

Pursuant to and for the purposes of Art. 1341 of the Italian Civil Code, the Buyer declares that he expressly approves the following articles of the "Contractual conditions for the supply of spare parts and after-sales services", as indicated below: Art. 4.3; 13.7; 14.6 Suspension of services; 6 Warranty for defects; art. 9 Execution of services; art. 11 Limitations of liability (including penalties agreed in the Contract Documents); art. 12 Exclusions; art. 13, 14 General obligations of the Buyer; art. 15 Subcontracting; art. 17 Express termination clause; art. 18 Force majeure; art. 21 Applicable law, place of jurisdiction, form of the Contract, language.

Signature

Name

Title

Stamp

Date

Žatecká teplotárenská, a.s.
Žatec č.p. 3149
438 01 Žatec
IČ: 646 50 871
www.ztos.cz

20. 05. 2025

Turboden confirms the order:

Signature

Name

Title

Order number ZA-5-15-rev.0

Date 20/05/2025