

AMENDMENT No. 1

to the Purchase Order issued by the buyer on 18. 07. 2024 according to the Framework purchase agreement concluded on 17.7.2024 (hereinafter the "**Contract**") between the following Parties:

Ústav fyziky plazmatu AV ČR, v. v. i.

Registered office: U Slovanky 2525/1a, 182 00 Prague 8

Company ID No.: 61389021

Tax ID No.: CZ61389021

Person authorised to represent the contracting authority: [REDACTED] Director

Bank details: ČSOB a.s.

Account number: [REDACTED]; IBAN: [REDACTED], SWIFT: CEKOCZPP

Data mailbox: "zipnqqk"

(hereinafter referred to as the "**Buyer**")

and

Niara s.r.o.

Registered office: 28. října 68/165, Mariánské Hory, 709 00 Ostrava

Company ID No.: 61972835

Tax ID No. CZ 61972835

Represented by: [REDACTED]

Bank details: ČSOB a.s., Radlická 333/150, 150 57 Praha 5

Account number: [REDACTED] CZK, [REDACTED] EUR

(hereinafter referred to as the "**Seller**")

(the Buyer and the Seller may be referred to jointly as the "**Parties**" or with respect to each individually as the "**Party**").

1. INITIAL PROVISIONS

- 1.1. As of July 17th ,2024, the Buyer concluded the Framework purchase agreement with the Seller, who won the public procurement procedure announced by the Buyer pursuant to Act No. 134/2016 Coll., on Public Procurement for tender entitled "COMPASS-U: Metal Felt".
- 1.2. As of July 19th,2024, the Buyer sent the first partial order to the Seller to order 20 pieces of metal felt sheet. In the wording of the order there was a mistake on the Buyer's side, when he stated in the order that he was ordering not only 20 pieces of metal felt sheet, but also the remaining 60 pieces of them, which should not have been part of the order.
- 1.3. In view of the facts described in Article 1.1. hereof the buyer hereby cancels the request for 60 pieces of metal felt sheet with the understanding that these will be ordered in a new separate order when they are needed.
- 1.4. The Buyer is changing the Purchase Order because of the need to achieve the Buyer's original intention of delivering the sheets in two separate consecutive deliveries, whereby after the first delivery of 20 pieces of metal sheets these sheets will be subject of the unique testing process in accordance with the Technical Specification. The remaining 60 pieces of

metal sheets will be ordered in the case that the sheets delivered in the first delivery pass the testing process.

2. CONCLUDING PROVISIONS

- 2.1. If not herein expressly stated otherwise, the provisions of the Purchase Order shall remain valid and unchanged hereby.
- 2.2. 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
- 2.3. This amendment was made out in English and executed in one electronic counterpart

In witness of the agreement with this entire amendment, the Parties attach their signatures:

Buyer:

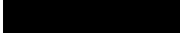
Seller:

In Prague on

In Ostrava on



Institute of Plasma Physics
of the Czech Academy of Sciences, v. v. i.
, Director

Niara s.r.o.
, Managing Director