

CONTRACT No. 347 1 7 0026

Agreed on provision of Czech Civil Code no. 89/2012 Sb.

between

**Vyzkumny Ustav Zeleznicni, a.s.**  
Praha 4, Branik, Novodvorska 1698, 142 01

IN: 272 57 258 VAT:  
CZ 27257258 CZECH  
REPUBLIC  
Contractual matters:

Technical matters:

hereinafter the „**Contractor**“ or “**VUZ**”

hereinafter the „

The above mentioned contracting parties conclude the following contract:

**1. Subject of the Contract:**

**1.1. The Contractor will realize brake test of the MODALOHR UIC wagon in following scope:**

**1.1.1. Brake test with brake blocks W30-1 according to the Lohr Industrie document No. D00015100A (configuration No. 3 and the Gotthard test)**

- 1.2. The Contractor will provide to the Customer necessary services linked to operation of Railway Test Ring in VUZ Test Centre Velim for test runs and activities of the Customer 's wagon, specified as Modalohr UIC wagon - further mentioned in text of this Contract as Customer 's wagon.
- 1.3. Test reports will be elaborated in English language, in three originals copies.

**2. Performance specification, place and period**

**3. Conditions of work execution**

**4. Price**

**5. Terms of payment:**

**6. Other provisions:**

**6.1. Closing provisions:**

- 6.2. Any disputes arising out of or in connection with this Contract, including those related to the existence, validity or ending of this Contract, shall be given first of all by peaceful settlement of disputes, if it be to the contrary then the disputes will be resolved by a locally and competent court of Czech Republic, in Prague, according to Substantial and Procedural Law of Czech Republic.
- 6.3. Other legal relations of this Contract shall be governed by Law no. 89/2012 Coll. Civil Code.
- 6.4. This Contract constitutes the entire agreement between Contractor and Customer as at the date hereof in relation to the subject matter of this Contract. No additional agreements have been entered into. Subsidiary agreements or any contract amendments shall only be effective if made in writing and signed by the authorized representatives of both contracting parties.
- 6.5. Should requirements of this Contract be or become wholly or partially ineffective or non-executable, or if circumstances arise which are not covered by the terms of this Contract, then the remaining terms of the aforesaid will continue to be valid. In case of the ineffective or non-executable requirement or to remedy the lack of applicable terms, both contractual parties must agree to terms that, provided it is legally possible and closest to the original intention of the contractual parties, or would have been intended according to the sense and purpose of the Contract.
- 6.6. Contingent changes of this Contract can be realized by its amendments which must be made in written form and signed by both parties.
- 6.7. The contracting parties hereby acknowledge that this contract was concluded after July 01st 2017 and will become legally effective on the day this contract will be publicized in Registry of Contracts as the Contractor (Buyer) is obligatory subject according to Act No. 340/2015 Sb. The Contractor (Buyer) is obliged to publicize this contract in Registry of Contracts within 30 days, no later than 3 months from the moment of conclusion of this contract, while respecting trade secret according to S. 504 of Act No. 89/2012 Sb., Civil Code. Parties hereby consent to publication of this contract.
- 6.8. This Contract is made out in 4 copies in the English language and each party will receive 2 copies.

Hangebieten, 17.07.2017

Prague 19.07.2017