

## AMENDMENT No. 2

to the Purchase Contract concluded on December 21<sup>st</sup>, 2023 (hereinafter the “**Contract**”) between the following

### 1. Parties

#### 1.1. Buyer:

**Ústav fyziky plazmatu AV ČR, v. v. i.**

*(Institute of Plasma Physics of the Czech Academy of Sciences)*

With its registered seat at: U Slovanky 2525/1a, 182 00 Praha 8, Czech Republic

ID No.: 61389021

VAT No.: CZ61389021

Registered with the Register of public research institutions kept by the Ministry of Education, Youth and Sports of the Czech Republic in compliance with Act No. 341/2005 Coll., on public research institutions

Represented by: Ing. Tomáš Chráska, Ph.D., Director

Bank details: Československá obchodní banka, a. s.

Account No.: 101256398/0300; IBAN: CZ89 0300 0000 0001 0125 6398, SWIFT: CEKOCZPP

Data mailbox No.: “zipnqqk”

(hereinafter the “**Buyer**”)

and

#### 1.2. Seller:

**Dal Ben S.p.A.**

With its registered seat at: via G. Di Vittorio 12, 30029 San Stino di Livenza (VE), Italy

ID No.: REA VE-282419

VAT No.: IT03091480271

Registered with Camera di Commercio Industria Artigianato e Agricoltura di Venezia Rovigo

Represented by: XXXXXXXXXX

Bank details: Ebury Partners Belgium NV

Account No.: IBAN BE24926305345038, SWIFT CODE/BIC: EBPBBE1

Data mailbox No.: n.a.

(hereinafter the “**Seller**”)

(the Buyer and the Seller may be referred to jointly as the “**Parties**” or individually as the “**Party**”).

### 2. INITIAL PROVISIONS

2.1. As of December 21<sup>st</sup>, 2023, the Buyer concluded the above-mentioned Contract with the Seller, who was selected in the public procurement procedure for a public contract entitled “Support structure of the COMPASS Upgrade tokamak” conducted by the Buyer pursuant to Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter the “**PPA**”).

- 2.2. The Contract has been amended by Amendment No. 1, which concerned the Seller's bank details and a technical clarification of the mechanism for refunding contractual penalties. Unless expressly stated otherwise, references to the Contract in this Amendment mean the Contract as amended by Amendment No. 1.
- 2.3. The subject matter of the Contract is the manufacture, delivery and handover of the support structure of the COMPASS Upgrade tokamak, including all related activities, documentation, testing, transport, handover and warranty service, as specified in the Contract and its Annexes (hereinafter the "**Support Structure**").
- 2.4. The Buyer and the Seller have also entered into another purchase contract resulting from a public procurement procedure for a public contract entitled "Flexible supports of the COMPASS Upgrade tokamak", concerning the flexible supports of the COMPASS Upgrade tokamak (hereinafter the "**Flexible Supports**"). The Parties acknowledge that the Flexible Supports are functionally and technically connected with the Support Structure and are intended to be incorporated into it. By Amendment No. 1 to the contract for Flexible Supports, the Parties agreed that the Flexible Supports shall be delivered, handed over and accepted at the Seller's premises in Italy, while the subsequent activities related to their incorporation into the Support Structure and joint transport to the Buyer's premises in Prague shall be dealt with under the Contract.
- 2.5. Under Articles 3.7.6, 3.9 and 6.1.4 of the Contract, the Buyer is entitled to order Technical support for design changes and if such ordered changes have an impact on the handover date of the Support Structure, the handover date may, with the agreement of the Buyer, be postponed by the time necessary to implement such changes, up to a maximum of 6 months.
- 2.6. During the performance of the Contract, the Buyer identified a need to incorporate certain design changes into the Support Structure resulting from the ongoing development of the tokamak, in particular from further finite element method analyses of mechanical stresses affecting the Support Structure and other systems of the tokamak, from the optimization of the design of the relevant components and from the assessment of possible loading scenarios. In connection with the design changes, the Buyer issued to the Seller the following Orders for Technical support for design changes:
- (i) Order No. 1, ref. no. UFP/VS/940/2025, dated October 31<sup>st</sup>, 2025, covering works in the total amount of CZK 2.543.200,00 excluding VAT; and
  - (ii) Order No. 2, ref. no. UFP/VS/327/2026, dated April 15<sup>th</sup>, 2026, covering works in the total amount of CZK 275.600,00 excluding VAT.
- 2.7. The total value of the above-mentioned Orders amounts to CZK 2.818.800,00 excluding VAT and therefore remains within the maximum expected scope and price frame for Technical support for design changes under Article 5.2.6 of the Contract.
- 2.8. The above design changes affected the preparation and production of certain components of the Support Structure and required, in particular, additional technical analyses, preparation or modification of manufacturing documentation, modification of production

processes, machining and re-machining of certain components, metrological checks and related manufacturing activities. In view of the technical nature, scope and timing of the design changes, the ordered Technical support for design changes has had an impact on the handover date of the Support Structure and it is necessary and justified to postpone the handover date of the Support Structure by 5 months.

- 2.9. In connection with the above design changes, certain extra works and less works have arisen. These concern changes to the required materials for certain components, the addition of extra components, the removal of components originally required and other related modifications to the Support Structure. These extra works and less works are specified in Annex No. 1 to this amendment, are necessary for proper performance of the Contract as amended hereby, are directly connected with the Support Structure and do not change the overall nature of the Contract.
- 2.10. The extra works specified in Annex No. 1 to this amendment amount to CZK 3.804.536,32 excluding VAT. The less works specified in Annex No. 1 to this Amendment amount to CZK 1.118.227,04 excluding VAT. The net value of the extra works and less works specified in Annex No. 1 to this Amendment therefore amounts to CZK 2.686.309,28 excluding VAT.
- 2.11. The Parties further agree that the scope of performance under this Contract shall be extended to cover the incorporation of the Flexible Supports into the Support Structure, their use in the test assembly of the Support Structure, related checks and testing, and the additional costs connected with the subsequent preparation, packaging, insurance, Storage and Transportation or Oversized transport of the Flexible Supports already incorporated into the Support Structure. For the avoidance of doubt, any Storage, Transportation or Oversized transport shall remain subject to an Order under the Contract, and the incorporation of the Flexible Supports shall not constitute a reason for any increase in its unit price, quantity or other price component.
- 2.12. The Parties agree that the activities and costs related to the Flexible Supports under this amendment constitute extra works under this Contract and are priced as a fixed amount of CZK 120.000,00 excluding VAT. This amount fully covers all additional costs of the Seller connected with the Flexible Supports under this Contract.
- 2.13. The Parties acknowledge that, upon their handover and acceptance under the contract for Flexible Supports, the Flexible Supports will become the property of the Buyer and, at the same time, will be taken over by the Seller under this Contract for the purposes of their incorporation into the Support Structure, testing of the Support Structure and subsequent joint transport to the Buyer's premises.
- 2.14. The Parties agree that the net value of the extra works and less works specified in Annex No. 1 to this amendment and the extra works related to the Flexible Supports have an impact on the price for the Support Structure under Article 5.2.1 of the Contract. As a result, the price for the Support Structure under Article 5.2.1 of the Contract shall be increased by CZK 2.806.309,28 excluding VAT and the Total Purchase Price under Article 5.1 of the Contract shall be increased accordingly.

- 2.15. The Parties agree that the change consisting in the postponement of the handover date of the Support Structure under this amendment is a reserved change of obligation within the meaning of Section 100(1) and Section 222(2) of the PPA, since the possibility of such postponement was clearly reserved in the tender documentation and in the Contract, the conditions for its application are fulfilled and the change does not alter the overall nature of the Contract.
- 2.16. The Parties declare that the change consisting in the extra works and less works listed in Annex No. 1 to this amendment and the extra works related to the Flexible Supports valued in Article 2.12 of this amendment is a permitted non-substantial change within the meaning of Section 222(4) of the PPA. These changes do not alter the overall nature of the Contract, since the Flexible Supports are functionally and technically connected with the Support Structure and are intended to be incorporated into it. The value of these changes, calculated as the sum of the value of the extra works and the absolute value of the less works, amounts to CZK 5.042.763,36 excluding VAT and is lower than the financial limit for an above-threshold public contract for supplies set by the applicable government regulation and lower than 10 % of the original value of the Contract.
- 2.17. With respect to the above and pursuant to Article 18.8 of the Contract, the Parties agree to the below changes to the Contract in the form of this amendment.
- 2.18. Terms and definitions with capital letters used in this amendment shall have the same meaning as in the Contract, unless expressly specified otherwise herein.

### **3. CHANGE TO THE CONTRACT**

- 3.1. Article 3.2 of the Contract shall be supplemented by a new subparagraph (xi), which shall read as follows:

*“incorporation of the flexible supports owned by the Buyer under the Purchase Contract for the “Flexible supports of the COMPASS Upgrade tokamak” into the Support Structure, their use in the test assembly of the Support Structure, related checks and testing, and all additional activities and costs attributable to the preparation, packaging, insurance, Storage and subsequent Transportation or Oversized transport of the Support Structure with the flexible supports already incorporated into it under an Order pursuant to this Contract, without any entitlement of the Seller to any further payment, surcharge or increase of the price for Storage, Transportation or Oversized transport solely due to such incorporation.”*

- 3.2. Article 3.9 of the Contract shall read as follows:

*“The Buyer may order Technical support during assembly within 3 years of handover of the Support Structure. The Buyer may order Storage, Transportation or Oversized transport within 24 months of handover of the Support Structure. The Buyer may order Technical Support during the incorporation of possible changes to the design of the Support Structure up to the signing of the Handover Protocol and, if such changes ordered by the Order have impact on the handover date of the Support Structure, the Seller shall have the right, but only with the agreement of the Buyer, to postpone the handover date of the Support Structure by the time necessary to implement such changes, up to a maximum of 6 months*

*from the original date for handover of the Support Structure. The same applies for postponement of a Milestone date stipulated in the Timetable, unless the ordered changes have no impact on the Milestone.”*

- 3.3. Article 3 of the Contract shall be supplemented by a new Article 3.15, which shall read as follows:

*“Upon the handover and acceptance of the flexible supports under the Purchase Contract for the “Flexible supports of the COMPASS Upgrade tokamak”, the Seller shall take over such flexible supports into its custody as the Buyer’s property at the Seller’s premises in Italy. The Seller shall be obliged to keep, protect, handle and use such flexible supports with professional care and solely for the purposes of their incorporation into the Support Structure, testing of the Support Structure and subsequent Transportation or Oversized transport under an Order pursuant to this Contract. The Seller shall be liable for any loss of, damage to or deterioration of such flexible supports occurring while they are in the Seller’s custody, unless the Seller proves that such loss, damage or deterioration was caused exclusively by the Buyer.”*

- 3.4. Article 5.1 of the Contract shall read as follows:

*“The total purchase price has been agreed by the Parties as the overall price for the subject matter of the Contract, in the amount of CZK 284.380.553,76 excluding VAT (in words: TWO HUNDRED EIGHTY-FOUR MILLION THREE HUNDRED EIGHTY THOUSAND FIVE HUNDRED FIFTY-THREE CZECH CROWNS AND SEVENTY-SIX HELLERS excluding the value added tax, hereinafter the “**Total Purchase Price**”). In accordance with the legal regulations, 21% VAT in the amount of CZK 59.719.916,29 shall be added to the Total Purchase Price, i.e., the Total Purchase Price is CZK 344.100.470,05 including VAT.”*

- 3.5. Article 5.2.1 of the Contract shall read as follows:

*“The price for the Support Structure according to Article 3.1 and 3.2 of this Contract is CZK 275.720.553,76 excluding VAT (in words: TWO HUNDRED SEVENTY-FIVE MILLION SEVEN HUNDRED TWENTY THOUSAND FIVE HUNDRED FIFTY-THREE CZECH CROWNS AND SEVENTY-SIX HELLERS excluding the value added tax).”*

- 3.6. Article 6.1.1 of the Contract shall read as follows:

*“The Seller shall hand over the Support Structure to the Buyer no later than December 3<sup>rd</sup>, 2026, i.e. within 35 months of the Contract coming into force, unless this deadline is further extended in accordance with Article 6.1.4 of the Contract.”*

- 3.7. For the avoidance of doubt, the Parties confirm that any reference in Article 12.3 of the Contract to the handover date set out in Article 6.1.1 of the Contract shall mean the handover date set out in Article 6.1.1 of the Contract as amended by this amendment.

- 3.8. The Parties agree that the scope of the Support Structure shall be modified by the extra works and less works specified in Annex No. 1 to this amendment and by the extra works related to the Flexible Supports described in the new subparagraph (xi) of Article 3.2 of the Contract.

#### 4. CONCLUDING PROVISIONS

- 4.1. If not herein expressly stated otherwise, the provisions of the Contract shall remain valid and unchanged.
- 4.2. The prior written consent of the Buyer's Supervisory Board and the Buyer's founder has been given to this amendment prior to its signing.
- 4.3. The following annex forms an integral part of this amendment:  
Annex No. 1 – Specification of extra works and less works (Additional and deduction works)
- 4.4. This amendment is originally made in the English language and may be executed in multiple identical counterparts, including either one (1) electronic, or two (2) hard copies, with Buyer and Seller each receiving at least one (1) of those counterparts.
- 4.5. This amendment becomes valid on the day of its signature by the authorised persons of both Parties and effective only after both of the following conditions have been fulfilled:  
(a) this amendment has been published in the Register of Contracts; and  
(b) Amendment No. 1 to the Purchase Contract for the “Flexible supports of the COMPASS Upgrade tokamak” has been signed by the authorised persons of the parties thereto and published in the Register of Contracts.  
The effective date of this amendment shall be the day on which the later of these conditions is fulfilled.

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

In Prague on \_\_\_\_\_ 2026

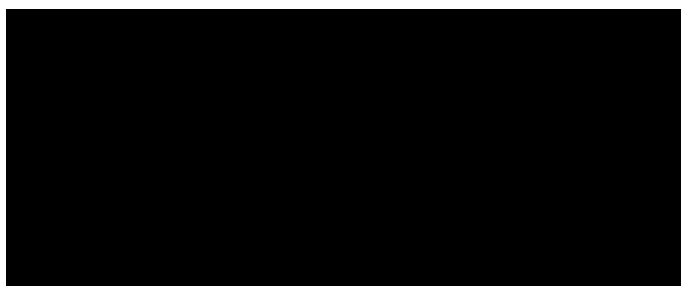
In San Stino di Livenza on 25/05/2026

On behalf of: the Buyer

On behalf of: the Seller

\_\_\_\_\_  
Name: Ing. Tomáš Chráska, Ph.D.

Function: Director



CU-CUPG-02 SUPPORT STRUCTURE (DB 23320) LIST OF ADDITIONAL WORKS						
Item n.	Related # from BOM	Drawing n.	Designation	Q.ty	Description of modification	Additional costs [CZK]
1	113, 142	100097_V01	MOD. OF M36 SCREW	29	Change of material from A4-50 to A4-80. Divided in rod + nut (for reason of feasibility).	659 512,20 Kč
2	104	102608_V01	HEXAGON HEAD BOLT	320	Change of material and geometry, additional 108 pcs.	1 051 922,00 Kč
3	140	102608_V02	HEXAGON HEAD BOLT	32	New part to be supplied (shorter version of 102608_V02)	171 494,00 Kč
4	138	103541_V01	10 WASHER WITH GROOVE	94	New part to be supplied, instead of standard washer.	82 930,00 Kč
5	137	103494_V01	12 WASHER WITH GROOVE	232	New part to be supplied, instead of standard washer.	141 460,00 Kč
6	139	103964_V01	42 WASHER	320	New part to be supplied, instead of standard washer.	624 400,00 Kč
7	144	100068_V12	SHORT VERTICAL KEY	32	New part to be supplied	467 000,00 Kč
8	97	102629_V01	original: M42x165-75 HEXAGON HEAD BOLT, new: M42x125-65 BOLT	32	Change to superbolt, change of material to BUMAX Nitro 109	137 601,28 Kč
9	133	102759_V06_PRT	HEX SOCKET SET WITH SHORT DOG POINT_A4	32	New part to be supplied	1 218,00 Kč
10	134	102875_V07_PRT	HEX_SOCKET_WITH_FLAT_POINT_SET_SCREW_A4-80	384	New part to be supplied (part of superbolt 102629_V01)	2 436,00 Kč
11				4	Temporal holders of upper PF assembly - extra functionality required	420 000,00 Kč
12	123	100204_V04_PRT	SWAGELOK_316L-8-VCR-3S-12MTB7_10MM_TUBE-WELD	32	More pcs. needed	5 983,68 Kč
13	124	100205_V02_PRT	SWAGELOK_316L-8-VCR-4_HALF-INCH_MALE-NUT	32	More pcs. needed	16 776,96 Kč
14			BOELHOFF_41323100015_M10x1,5_HELICOIL-SCREWLOCK	550	New part to be supplied	11 449,20 Kč
15			BOELHOFF_41323120018_M12x1,75_HELICOIL-SCREWLOCK	450	New part to be supplied	10 353,00 Kč
<b>Total sum:</b>						<b>3 804 536,32 Kč</b>

price of the new bolt 230 EUR

price of the new bolt 220 EUR

Price for the new bolt 320 EUR/pcs.

CU-CUPG-02 SUPPORT STRUCTURE (DB 23320) LIST OF DEDUCTION WORKS						
Item n.	Related # from BOM	Drawing n.	Designation	Q.ty	Description of modification	Decrease of costs [CZK]
1	95	101609_V02	PARALLEL PIN	40	Spare parts quantity reduced	- 1 537,60 Kč
2	130	101655_V01	M10 THREADED PLATE	16	Part completion removed from delivery, raw material already cut and pre-machined.	- 5 213,44 Kč
3	19	101514_V02	PLUG 20/10	32	Part removed from delivery	- 22 368,96 Kč
4	23	101514_V07	PLUG 22/30-20/50	16	Part removed from delivery	- 11 184,48 Kč
5	14	101433_V09	TUBE 12/1	32	Part simplified, 32 instead of 16 pcs.	- 47 000,00 Kč
6	15	101433_V10	TUBE 12/1	16	Part removed from delivery	- 55 922,56 Kč
7				16	Supports for test assembly removed from delivery (final flexible supports to be used instead)	- 975 000,00 Kč
<b>Total sum:</b>						<b>- 1 118 227,04 Kč</b>

