

Client's Agreement reg. No.:  
0224002905

Contractor's Agreement reg. No.:

**PURCHASE and LICENSE AGREEMENT**  
(hereinafter referred to as the "**Agreement**"):

**Letiště Praha, a. s.**

with the registered office at: Prague 6, K Letišti 6/1019, post code 160 08,  
incorporated in the Companies Register kept by the Municipal Court in Prague, Section B, Insert 14003,  
Company identification No.: 282 44 532,  
Tax identification No.: CZ699003361,

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

and

**Scarecrow Aviation Ltd**

with the registered office at: 20 Springfield Road, Crawley, West Sussex, RH11 8AD, United Kingdom  
of Great Britain and Northern Ireland  
Company identification No.: 01568506,  
Tax identification No.: GB680 0269,  
Bank details: Natwest Bank Plc  
Account No. [69236690 Sort Code. 60-22-05 Account Name. Scarecrow Group Limited IBAN.  
GB98NWBK60220569236690 SWIFT. NKBKG2L],

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

The Client and the Contractor hereinafter jointly referred to as the "**Parties**" or individually as the "**Party**".

**Preamble**

**Whereas:**

- (A) The Contractor is interested in supplying Product to the Client specified hereinbelow and providing Servicing as defined hereinbelow, and
- (B) The Client is interested in accepting the Product and Servicing from the Contractor,
- (C) pursuant to the result of demand procedure performed by the Client in accordance with internal regulations of the Client beyond the Act No. 137/2006 Coll., on Public Contracts, as amended, (hereinafter referred to as the "**Demand Procedure**"), the Client decided that the most suitable offer is the offer submitted by the Contractor;

**the Parties agree in accordance with applicable provisions of the Act No. 89/2012 Coll., the Civil Code, as amended, on the following:**

## I. DEFINITONS AND INTERPRETATION OF TERMS

**1.1** The below given terms hereof have meanings defined in this Article 1.1 and these terms are always stated herein with capital initial letter:

- 1.1.1 **“Price”** means the Price for the Product and Price for Servicing, as defined in Article 8.1 and 8.2 hereof.
- 1.1.2 **“Delivery Note”** means written confirmation of acceptance of the Product by the Client, signed by both Parties.
- 1.1.3 **“Invoice”** means tax document issued by the Contractor for the purpose of payment of the Price, requirements of which are given in Article 8.8 hereof.
- 1.1.4 **“Place of Delivery”** means the place the Contractor is obliged to supply the Product to and which is specified in Article 4.2 hereof.
- 1.1.5 **„Civil Code“** means the Act No. 89/2012 Coll., the Civil Code, as amended.
- 1.1.6 **“Servicing”** has the meaning given in Article 6.1 hereof.
- 1.1.7 **“Delivery Date”** means the date for delivery of the Product to the Client agreed in Article 4.1 hereof.
- 1.1.8 **“Defect”** means (i) legal defect of the Product or (ii) conflict between the factual properties of the Product and properties and requirements which are stipulated by this Agreement, in particular Article 3.1 and 3.2 hereof or (iii) conflict between the ordered and factually supplied Product.
- 1.1.9 **“Product”** means bio-acoustic bird dispersal and reporting system for mitigating the risk of bird strike according to ICAO airport standards – type Scarecrow Aviation Limited with specification given in the Annex No. 1 hereto and the Software defined in Article 1.1.10, 1.1.11 and 1.1.12 hereof and in the Annex No. 1 hereto.
- 1.1.10 **“Software”** means the office and tablet pc based client view software with graph, table and map view. It includes Client view software with map link, map view in PPC, unique username and password at client access. The Software consists of the Reporting Software and the Tablet Software
- 1.1.11 **“The Reporting Software”** means office based software, linked to a SQL database. The Reporting Software has both configuration and analytical functions
- 1.1.12 **“The Tablet Software”** means tablet pc based software used to log all on-airfield wildlife control activities and includes internal GPS. The tablet software is license restricted

1.1.13 **“License”** means the intellectual property right to use the Software.

**1.2** Other terms may be defined directly in the text hereof and term definition is marked in bold and introduced by the words “hereinafter referred to as” and every other occurrence in the text hereof is marked by capital initial letter.

**1.3** Words expressing solely singular number include plural number and vice versa, words expressing masculine gender include feminine and neuter gender and vice versa and words expressing persons include natural persons and legal entities and vice versa.

## **II. SUBJECT OF AGREEMENT**

**2.1** Under the below specified conditions the Contractor undertakes to:

- 2.1.1 supply the Product to the Client and to transfer ownership right to the Product to the Client,
- 2.1.3 provide the Client with the License to the Software
- 2.1.4 provide Servicing.

The Client undertakes to accept and pay for the Product supplied in accordance with this Agreement and to pay Price for provided Servicing agreed in accordance with Article VIII. hereof.

**2.2** The Parties explicitly agree that the Agreement does not establish obligation of the Client to take any amount of spare parts or Servicing from the Contractor.

## **III. PRODUCT AND LICENSE**

**3.1** The Contractor represents that the Product:

- 3.1.1 is new, unused, undamaged and fully functional, of the highest quality provided by the producer, and along with all rights necessary for the proper and undisturbed treatment and use by the Client,
- 3.1.2 corresponds to the specification included in the Annex No. 1 hereto,
- 3.1.3 shall not be burdened by any rights of third parties including right of lien, they shall be free from any defects,
- 3.1.4 is intended for use in the Czech Republic,
- 3.1.5 meets all requirements stipulated by relevant legal regulations, hygienic, sanitary as well as similar standards for such Product,
- 3.1.6 is supplied jointly with all rights of users, attests and permits necessary for proper and uninterrupted disposal and use.

**3.2** The Contractor undertakes to supply documents related to the Product in accordance with Section 2087 of the Civil Code to the Client jointly with the Product, in particular:

- 3.2.1 delivery Note,

- 3.2.2 confirmation of warranty provided to the Product,
  - 3.2.3 factory acceptance certificate,
  - 3.2.4 user manual in Czech or English language.
- 3.3 As of the Delivery Date, the Contractor in its capacity as the party exercising the proprietary rights of the owner of the Intellectual Property Rights shall provide Client with a License to the Software for the duration of the owner's proprietary rights, geographically restricted to the territory of the Czech Republic. Licence for the Reporting Software shall be provided at unlimited extent and can be installed on unlimited number of computers within the airport Praha/Ruzyně. Licence to the Tablet Software shall be provided restricted to the number of 1 (one) tablet computer but not restricted to the number of users. Reward for the License (for the Reporting Software and the Tablet Software) is included in the Price for the Product, as defined in Article 8.1 hereof.

#### **IV. DATE AND PLACE OF DELIVERY**

- 4.1 The Contractor undertakes to supply the Product to the Client free from defects and on Delivery Date, i.e. **within eight (8) weeks** from the date of signing this Agreement by both Parties. Concrete date of Delivery Date shall be specified by the Parties after conclusion of this Agreement.
- 4.2 The Place of Delivery and installation into Client's Bird Control Unit patrol car (type of the car Toyota Hilux or similar) shall be Prague 6, K Letišti 6/1019, post code 160 08, Czech Republic.

#### **V. HANDOVER AND ACCEPTANCE OF PRODUCT**

- 5.1 The Contractor is obliged to supply the Product at the Place of Delivery on agreed hour on Delivery Date free from Defects and in quality and with all documents and files related to the Product in accordance with Article 3.2 hereof and to allow up to three (3) Client's staff members to inspect the Product.
- 5.2 For exclusion of any doubts it is stated that the Client is not obliged to accept the Product nor to sign the Delivery Note if, according to its opinion, the Product has any Defects, in particular if it does not correspond to the specification of Product given herein or if it does not meet any of the requirements on Product given in Article 3.1 and 3.2 hereof.
- 5.3 Should the Client refuse to accept the Product due to any reasons given in Article 5.2 hereof or should the Contractor violate any of its obligations arising from this Agreement, the Contractor is obliged to supply free from Defects Product which has all properties specified in Article 3.1 and 3.2 hereof to the Client at the latest in sufficient period of three (3) working days commencing on the day which follows the Delivery Date. Provision of Article 5.2 hereof shall be applied similarly in this case.
- 5.4 Should the Contractor be in delay for more than thirty (30) days the Client is authorized to withdraw from the Agreement.

- 5.5 Client's delay with accepting the Product does not give the Contractor the right to sell the Product on account of the Client.

#### VI. SERVICING

- 6.1 The Contractor undertakes to provide the Client with service repairs and spare parts for the Product supplied hereunder **for the period of minimum 12 years** from the moment when the Client accepts the Product (hereinafter the "**Servicing**").
- 6.2 Service works shall be started within three (3) working days from the delivery of the order unless Parties agree otherwise. Contractor will inform Client about the time needed to finish the service work.
- 6.3 Spare parts shall be delivered to the Client within five (5) working days from the delivery of the order unless Parties agree otherwise. Price calculation for spare parts will be sent to Client until one (1) working day from announcement to Contractor. Spare parts will be available against the published price list.

#### VII. RIGHTS AND DUTIES OF PARTIES

- 7.1 The Client undertakes to
- 7.1.1 accept the Product which was supplied in a timely manner and which corresponds to the specification hereunder.
  - 7.1.2 sign Delivery Note.
- 7.2 The Contractor undertakes to
- 7.2.1 deliver the Product to the Client and provide Servicing in accordance with this Agreement.
  - 7.2.2 send documents for invoicing in electronic form to the Client upon Client's request in order to ensure that the Client is able to register everything into its accounting system.
  - 7.2.3 inform the Client through electronic mail in case when it shall not be able to secure delivery of repaired Product or to remove the Objected Defect in given period.
  - 7.2.4 ensure that the use of the Software by the Client does not result in infringement of any intellectual property rights of third parties.
  - 7.2.5 ensure that the Product when being delivered does not contain any viruses or malware that could prevent the Client from using it or that would cause that the Software ceases to function or its operation will be restricted or otherwise adversely affected.

#### VIII. PRICE, PRICE MATURITY, INVOICING

- 8.1 The Client undertakes to pay price for the Product in the amount of £13,250.00 GBP (Thirteen Thousand, Two hundred and Fifty Pounds GBP) (hereinafter referred to as the "**Price for the Product**") for the Product delivered duly and in a timely manner. Reward for the License is included in the Price for the Product.

- 8.2** The Client further undertakes to pay price for Servicing provided hereunder in the amount of £75 GBP (Seventy Five pounds GBP) for one (1) hour of service work and price for the spare parts in accordance with the price list and the Article 6.3 hereof (hereinafter referred to as **“Price for Servicing”**).
- 8.3** The Price is without value added tax, value added tax shall be added to the amount in accordance with legal regulations.
- 8.4** Price for the Product includes all direct and indirect costs of the Contractor expended in relation to supply of Product, in particular costs related to packaging and transportation of Product. Unless the Agreement implies otherwise, the Price for Servicing includes all costs related to provision of Servicing, in particular costs of all repairs of the Product, transportation of the repaired Product to the Client and loan of replacement Product.
- 8.5** Price for the Product shall be paid on the basis of the Invoice issued by the Contractor and be provided on the date the goods are shipped from the Scarecrow warehouse (hereinafter referred to as the **“Invoice for the Product”**).
- 8.6** The Price for Servicing and ordered spare parts shall be paid pursuant to Invoices which the Contractor is authorized to issue always as of the last day of calendar month in which the Servicing was provided (hereinafter referred to as the **“Invoice for Servicing”**). In the case of Invoice for Servicing the last day of the calendar month which is being invoiced is the date of taxable event.
- 8.7** Invoice maturity period is 30 days from the day the goods are shipped from the Scarecrow warehouse. If the maturity date is Saturday, Sunday or other non-working day or 31<sup>st</sup> of December or day which is not a bank working day in accordance with the Act No. 284/2009 Coll., on Payment System, as amended, the maturity date is moved to the closest bank working day which follows. Client’s obligation is settled when relevant amount is charged off the account of the Client.
- 8.8** The delivered Invoice shall meet all tax document requirements in accordance with valid legal regulations of the Czech Republic, in particular the Value Added Tax Act and it shall contain accurate information related to the performance. Upon receiving the Invoice the Client has 10 days to assess if it was issued without defects and to return it if it contains defects. By returning the incorrectly issued Invoice the maturity period shall be interrupted and a new maturity period shall commence upon delivery of corrected Invoice.
- 8.9** Addresses for delivering Invoices:  
in written form to correspondence address:  
**Letiště Praha, a. s.**  
**invoice register**  
**Jana Kašpara 1069/1**  
**160 08 Prague 6**

electronically in PDF format to email address:  
[invoices@prg.aero](mailto:invoices@prg.aero)

**8.10** If the Contractor, in accordance with the Act no. 235/2004 Coll., on Value Added Tax, as amended:

8.10.1 is determined by the tax administrator's decision as an unreliable payer, or

8.10.2 if it requires payment for taxable event provided hereunder to a bank account which is not published by tax administrator in manner which allows a remote access, or bank account to account kept by the provider of payment services outside the territory of the Czech Republic,

the Client is authorized to pay to the bank account of the Contractor solely the Price for provided taxable event without value added tax (hereinafter referred to as "**VAT**"). VAT, if charged and if it is in accordance with this Agreement a part of payment by the Client, may be paid by the Client directly to the account of the relevant tax administrator. In such case the sum amounting to VAT shall not be considered as an unpaid liability against the Contractor, the Contractor is therefore not authorized to request VAT supplementary payment or exercise any contractual sanctions, default interest or contractual penalties. The Client is obliged to inform the Contractor about this procedure at the latest as of the day of Price payment.

**8.11** The Client is authorized to lower the paid Price by the paid withholding tax or other similar tax in the case when payment of the Price shall be in accordance with Czech tax regulations, subject to withholding tax or other similar tax. In such case the sum amounting to withholding tax or other similar tax shall not be considered as an unpaid liability of the Client against the Contractor.

**8.12** The payment is considered as effected on the day when the relevant amount is charged off the Client's account. The Client's liability shall be fulfilled when the relevant amount is charged off the Client's account.

#### **IX. WARRANTY PERIOD AND DEFECT CLAIM**

**9.1** The Contractor provides the Client with warranty for quality of the Product for seventy two (72) months (hereinafter referred to as the "**Warranty Period**"). The warranty period shall commence on the day which follows the moment of Product acceptance.

**9.2** The Client is obliged to inform the Contractor of Defect which has occurred during Warranty Period using contact details of the Contractor given in Article 13.2 hereof in such period after it has been discovered which may be reasonably requested from the Client (hereinafter referred to as "**Defect Objection**" and "**Objected Defect**").

**9.3** The Contractor undertakes to repair/replace the Objected Defect and supply the Product back to the Client at the latest within three (3) working days of receipt of the goods at the Scarecrow warehouse and following receipt of Client's notification containing Defect Objection by any of the below given methods in Contractor's sole discretion:

9.3.1 by repairing the Product at the Contractor's or at the Client's premises, or

9.3.2 by replacing the defected Product with Product which is free from defects.

If the defect found in Warranty period, which is not caused by the Client, all the expenses related to the delivery of Product for warranty repair and back to the Client or for the travel expenses of Contractor's staff shall be borne by Contractor.

- 9.4** Should the Objected Defect not be removed in the period given in Article 9.3 hereof, the Contractor is obliged to loan replacement Product to the Client at its own expenses which is at least of the same type and quality as the Product which are free from defects at the latest within the end of the day which follows the day when futile lapse of period for removing Objected Defect occurred.
- 9.5** The provision of Article V hereof shall be applied adequately in the case of handover of Product with removed Objected Defect.
- 9.6** In the case of Defect Objection the original Warranty Period shall be interrupted and a Warranty Period will be prolonged for period, when Client do not have the Product because of warranty repair.

## **X. TERM**

- 10.1** The Agreement becomes valid and effective on the day of its signature by the last Party.
- 10.2** Validity and legal force hereof shall be terminated:
- 10.2.1 by withdrawal by any of the Parties in accordance with relevant Article hereof,
  - 10.2.2 by written agreement of the Parties.
- 10.3** Any of the Parties is authorized to withdraw from the Agreement should the other Party violate its contractual obligations in a significant manner. A significant manner is:
- 10.3.1 The Product do not meet any of the requirements in accordance with Article 3.1 hereof or Article 3.2 hereof and the Contractor does not remedy the situation even in an additional period of thirty (30) days from the day when the Client refuses to accept the Product in Accordance with Article 5.3 hereof, or
  - 10.3.2 The Contractor does not deliver the Product to the Client even in additional period of five (5) working days from the agreed Delivery Date in accordance with Article 4.1 hereof, or
  - 10.3.3 The Client is in delay with paying the Price for period longer than thirty (30) days from the maturity date.

Expression of will to withdraw from the Agreement shall be made in writing and delivered to the other Party. Effects of the withdrawal commence at the moment when withdrawal is delivered to the other Party.

## **XI. CONTRACTUAL PENALTIES, DEFAULT INTEREST, DAMAGE COMPENSATION**

- 11.1** The Contractor is obliged to pay the Client:
- 11.1.1 Contractual penalty in the amount of 0,05 % of the Price for the Product for each commenced day of delay with proper fulfilment of the arranged obligation for violation of the obligation to supply the Product on Delivery Date in accordance with Article 4.1



hereof during the first thirty (30) days of delay and in the amount of 0,3 % of the Price for the Product for each commenced day of delay from the 31<sup>st</sup> day of delay and further. The aggregate amount of penalty for delay shall be limited in accordance with the Civil Code to an amount corresponding to 5 % of the Price for the Product.

- 11.1.2 Contractual penalty amounting to EUR 50 for each commenced day of delay with proper fulfilment of the service works in accordance with Articles 6.2 and 9.3 hereof.
- 11.1.3 Contractual penalty in the amount of 0,5 % of the price of the ordered spare parts for each commenced day of delay with delivery of spare parts in accordance with Article 6.3 hereof
- 11.2 The Contractual penalties are payable to the Client bank account mentioned of correspondent invoice within 15 days following the day when claim to receive contractual penalty was received by the Contractor.
- 11.3 Should the Client not pay the sum invoiced in accordance with Article VIII hereof duly and in a timely manner the Client undertakes to pay the Contractor default interest amounting to 0.02% from the sum owing for each day of default.
- 11.4 Payment of the contractual penalty by the Contractor does not affect the entitlement of the Client to request damage compensation in full.

## **XII. PROTECTION OF INFORMATION**

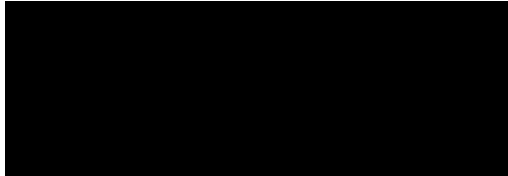
- 12.1 The Parties agree that all information which the Client shall mark in writing as "confidential" shall remain confidential (hereinafter referred to as "**Confidential Information**").
- 12.2 The Parties agree that the Contractor shall not disclose any Confidential Information to a third party and it shall take such measures which shall prevent access to Confidential Information by third parties. Provision of the previous sentence shall not apply to cases when:
  - 12.2.1 The Contractor has contradictory obligation set by law; and/or
  - 12.2.2 The Contractor shall disclose such information to persons who have obligation to maintain confidentiality set by law under the condition that the Contractor shall inform the Client in writing of third person which the Confidential Information was disclosed to and the Contractor shall bind this third party with the same confidentiality obligation as the Contractor has, and/or
  - 12.2.3 such information becomes publicly known or available due to a reason which is not violation of obligations arising from this Article, and/or
  - 12.2.4 the Client gives written approval to disclose specific Confidential Information.
- 12.3 Should the Contractor violate its obligation to maintain confidentiality in accordance with Article 12.2 hereof the Contractor undertakes to pay the Client contractual penalty amounting to CZK 50,000 for each individual case of violation.

## **XIII. CONTACT DETAILS**

- 13.1 Client's contact details



**13.2** Contractor's contact details



**13.3** Any notification or document which is to be delivered hereunder may be delivered in person or it may be sent to the following address by registered mail:

- (a) Letiště Praha, a. s.  
K Letišti 6/1019, 160 08 Prague 6
  
- (b) Scarecrow Aviation Limited  
The Old Dairy, Straight Half Mile]  
Maresfield, East Sussex, TN22 2HH, England

**13.4** Any of the Parties is authorized to change its contact details by sending a written notification to the other Contracting Party to the address given in Article 13.3 hereof.

**XIV. OTHER PROVISIONS**

**14.1** Ownership right as well as damage risk to the Product shall pass to the Client at the moment of execution of the Delivery Note by the Client.

**14.2** The Contractor is not authorized to assign, even partially, any rights arising from the Agreement to a third party without a previous written agreement of the Client.

**14.3** The Parties explicitly and irrevocably agree that:

14.3.1 The Contractor is authorized to set off its receivables in the Client, payable or not, solely pursuant to a mutual written agreement with the Client.

14.3.2 The Contractor is not authorized to pledge any of its receivables in the Client arising from the Agreement in any way.

**XV. FINAL PROVISIONS**

**15.1** Should any of provisions hereof become invalid or unenforceable, it shall have no effect on the validity and enforceability of other provisions hereof. The Parties undertake to substitute invalid or unenforceable provision with a new provision whose interpretation shall correspond to the intention expressed in the original provision and this Agreement as a whole.

**15.2** Force Majeure.

- 15.2.1 None of the Parties shall be in delay with fulfilling its obligations arising from the Agreement due to occurrence of a Force Majeure circumstance if such circumstance prevents or significantly affects fulfillment of obligation of such Party arising from the Agreement. The previous sentence of this Article shall be applicable solely for the period for which the Force Majeure circumstance exists or for period of existence of its consequences and solely in relation to obligation or obligations of the Party which is directly or immediately affected by such Force Majeure circumstance.
- 15.2.2 Events which a Party could not have predicted at the time of conclusion hereof and which prevent the Party from fulfilling its contractual obligations arising from this Agreement are considered as Force Majeure circumstance. In particular war, embargo, state or government intervention, terrorist attack, natural disasters and strike of Client's employees are considered as Force Majeure circumstance. For exclusion of any doubts it is stated that any delay with fulfillment of obligations by any contractors and contracting parties of the Contractor against the Contractor, strike of employees of the Contractor and contractors and contracting parties of the Contractor as well as insolvency, overcapitalization, bankruptcy, settlement, liquidation or any other similar event related to the Contractor or any contractor or contractual partner of the Contractor and execution of property of the Contractor or any contractor or contractual partners of the Contractor are not considered as a Force Majeure circumstance.
- 15.2.3 Should any of the Force Majeure circumstances described in Article 15.2.2 hereof occur, the Party, which is facing the obstacle, shall perform all actions which can be reasonable requested from such Party, which shall lead to resumption of normal activity in accordance with the Agreement, in the fastest possible way with regard to the circumstances which caused the Force Majeure circumstance. The Party obliges to inform the other Party about the occurrence of a Force Majeure circumstance without undue delay after it is objectively possible to execute such communication.
- 15.2.4 Should a Force Majeure circumstance last for a period longer than ten (10) working days, the Parties undertake to find a suitable solution of the situation after mutual negotiations while exerting maximum effort which may be reasonably requested from the Parties. Should any of the Parties overlook or excuse any nonperformance, violation, delay or failure to fulfill an obligation arising from this Agreement, such act does not make lead to a surrender of such obligation with regard to the lasting or subsequent nonperformance, violation or nonobservance and no such surrender of a right shall be considered as effective unless it is expressed in writing for each individual case.
- 15.3** This Agreement contains full agreement of the Parties in the matter of subject hereof and it supersedes all previous written or oral agreements made in the matter of subject hereof.
- 15.4** Should any of the Parties overlook or excuse any nonperformance, violation, delay or failure to fulfill an obligation arising from this Agreement, such act does not lead to a surrender of such obligation with regard to the lasting or subsequent nonperformance, violation or nonobservance and no such surrender of a right shall be considered as effective unless it is expressed in writing for each individual case.
- 15.5** This Agreement is made in three (3) counterparts with validity of the original and the Contractor shall receive one (1) counterpart and the Client shall receive two (2) counterparts. This Agreement is concluded in the English language.

- 15.6** This Agreement and legal relations and obligations arising therefrom are subject to the legal regulations of the Czech Republic, in particular the Civil Code.
- 15.7** The Parties agree that provision of Section 1766 (change of circumstances), Section 1793 (disproportionate shortening), Section 1796 (usury), Section 1799, Section 1800 (adhesive contracts), Section 2000 (obligation cancellation), Section 2050 (contractual penalty and damage compensation), Section 2093 (delivery of excess amount) and Section 2126 (self-help sale) of the Civil Code shall not be applied to this Agreement and relations arising from this Lease Agreement. The Parties explicitly agree on the following provisions hereof regulating their rights and duties differently from the Civil Code:
- 15.7.1 In accordance with Section 1765 (2) of the Civil Code the Contractor takes the risk of substantial change of circumstances which may establish a substantially gross disproportion in rights and duties of the Parties. Thus the Contractor shall not be entitled to claim resumption of negotiations on the Agreement in case of such significant change of circumstances in accordance with Section 1765 (1) of the Civil Code.
- 15.7.2 None of the Contracting Parties is authorized to file motion at a court to change an obligation arising from the Agreement in accordance with provision of Section 1766 of the Civil Code.
- 15.7.3 This Agreement is concluded by entrepreneurs within their business activities and therefore provisions of Section 1793 to 1795 of the Civil Code on disproportionate shortening and provision of Section 1796 on usury shall not be applied to this Agreement in accordance with provision of Section 1797 of the Civil Code.
- 15.7.4 In view of the fact that this Agreement is concluded by entrepreneurs within their business activities the Parties agree that for the purposes hereof the provisions of Sections 1799 and 1800 of the Civil Code on adhesive contracts shall not be applied in accordance with provision of Section 1801 of the Civil Code.
- 15.7.5 The Contractor surrenders the right to claim cancellation of obligation arising from this Agreement in accordance with Section 2000 (2) of the Civil Code.
- 15.7.6 The Parties agree that payment of contractual penalty by the Contractor does not affect the entitlement of the Client to demand damage compensation in full.
- 15.7.7 Should the Contractor deliver excess amount of the Product, the Client is not obliged to pay price for these Product, not even in the case when the Client did not refuse the Product without undue delay.
- 15.8** For exclusion of any doubts it is stated that the Parties consider this Agreement to be an Aleatory contract in accordance with provision of Section 2756 of the Civil Code and therefore the provisions of the Civil Code on the change of circumstances (Section 1764 to the Section 1766 of the Civil Code) and disproportionate shortening (Section 1793 to Section 1795 of the Civil Code) shall not be applied to the obligations arising from the Agreement.
- 15.9** For exclusion of any doubts it is stated that none of the obligations arising from this Agreement is a fixed obligation in accordance with the Section 1980 of the Civil Code.

- 15.10** No expression of will of a Party made during negotiations on this Agreement or expression of will made after conclusion hereof shall be interpreted in violation of the explicit provisions hereof and shall establish any obligation of any Party.
- 15.11** The Parties agree they do not wish that any rights and duties are inferred from existing or future practice established between the Parties or generally maintained customs or customs maintained in the field related to the subject hereof, unless explicitly stipulated otherwise herein.
- 15.12** The Parties have informed each other about all factual and legal circumstances which they know or must have known of as of the execution day of this Agreement and which are relevant in relation to conclusion hereof. Apart from the assurance the Parties have provided herein, none of the Parties shall have any other rights or duties in relation to any facts which shall emerge and which a Party did not inform the other Party about during negotiations on this Agreement. Cases, when a given Party intentionally mislead the other Party regarding the subject hereof, shall be an exception.
- 15.13** The parties undertake to solve all conflicts which may develop between the Parties in relation to performance or interpretation hereof amicably and by a mutual agreement. If the subject conflict is not solved within thirty (30) days from its occurrence, such conflict shall be filed by any of the Parties at a locally competent court. The Parties hereby agree on the locally competent court – general court of the Client in accordance with Section 89a of the Act No. 99/1963 Coll., the Civil Procedure Code, as amended.
- 15.14** This Agreement may be amended and supplemented solely by written continuously numbered supplements signed by both Parties.
- 15.15** All Annexes to this Agreement are an integral part hereof and the list of Annexes is the following:

15.15.1 Annex No. 1: Specification of Product

The signatures follow on a separate signature page.

IN WITNESS WHEREOF the Parties have signed this Agreement.

Date:

On behalf of the Client:

Signature: \_\_\_\_\_

Ing. Jiří Kraus

Chairman of the Board of Directors

Signature: \_\_\_\_\_

Ing. Milan Špaček

Vice-chairman of the Board of Directors

Date:

On behalf of the Contractor:

Signature: \_\_\_\_\_

Mr Lee Pannett

Director