



CONTRACT

between

Comex Polska Sp.z o.o.
Ul.Kamińskiego 51
30-644 Kraków
VAT: PL 677-22-89-185

hereafter called **Supplier**

and

DIAMO, státní podnik
Máchova 201
471 27 Stráž pod Ralskem
Czech Republic
VAT: CZ00002739

hereafter called **Buyer**

UID 001000227P
ODBOR PRÁVNÍ A ORGANIZAČNÍ
s.p. DIAMO
SML.č. D100/12000/000511/AP/00
ONE: 5-6. AP Podpis: [REDACTED]

The following documents are relevant for the agreement:

- This agreement document
- Attachment 1: Quotation no. 2018/03/02

In the event of any conflict between the documents, they shall be given priority in the above order.



1. SCOPE OF CONTRACT

The contract comprise assistance, training and supervision related to the start-up of the sorting system as technically described in the quotation 2018/03/02.

Place of operation: Příbram

2. CONTRACT AMOUNT

For the agreed Order, Buyer shall pay a flat rate in the amount of [REDACTED] as the final settlement cost for onsite training, after the equipment commissioning.

This price includes cost of onsite training as specified in the quotation: 2018/03/02. The price includes commissioning expenses, for example, expenses relating to accommodation, travel time to and from the place of installation, daily allowances and protective equipment.

Rates for personnel for extra work (excluded from the quotation): [REDACTED] (on site), plus possible travelling expenses (if applicable).

3. TERMS OF PAYMENT

Terms of payment: within 15 Days after receipt of the invoice.

4. INVOICE

Invoice shall be sent, when the contract milestones are achieved, to the following address:

DIAMO, státní podnik
Máchova 201
471 27 Stráž pod Ralskem
Czech Republic

The invoice shall be marked with: xxxx

If the invoices are provided by e-mail, the following address should be used:
fakturyrsp@diamo.cz

5. PAYMENT MILESTONES

Payment Milestone no.	Description:	Currency	Amount	Ref contract milestone
5.1.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5.2.	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

*- In the event that the equipment is not put into operation for technical reasons caused by the supplier, the supplier undertakes to refund the provided deposit in the value of [REDACTED] to the Buyer.



6. CONTRACT MILESTONES

Contract Milestone no.	Description	Date	Ref payment milestone
6.1.	Contract starting point	Week 0	5.1
6.2.	Performance Test approved and Commissioning Protocol concluded.	Week 22	5.2

7. REPRESENTATIVES OF THE PARTIES

Prior to commencement of the work each party shall appoint a representative with authority to act on his behalf in all matters concerning the Contract, and appoint his deputy. A representative or his deputy may delegate specific tasks to one or more persons appointed by him. In such case the other party's representative shall be notified of the authority given to such appointed person or persons.

8. QUALIFICATIONS – PERSONNEL – PERFORMANCE OF THE WORK

Supplier shall bear full responsibility for performing all work relating to the contract with its own personnel and equipment, hereunder carry out assembly work (or supervision of such work) at Buyer's premises, if this has been agreed. The Supplier must ensure that his personnel is qualified for the task, and that sufficient support is available if this is required in order to complete the assignment.

Buyer shall provide necessary proper working conditions at the site during Commissioning. It includes obligatory safety, health and environmental conditions, availability of the technical personnel to carry out a part or the complete Commissioning activities, necessary information about other equipment if necessary to use by the Supplier.

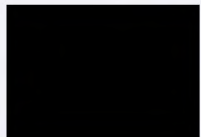
9. HEALTH, SAFETE AND ENVIRONMENT

The Buyer will guarantee the working conditions at the site, both indoors and outdoors, are in agreement with the general European HSE rules and regulations, especially in terms of permissible levels of radiation and toxic substances, to which the working personnel is exposed.

The Supplier must ensure that all personnel who shall work at Buyer's site is familiar with and adhere to the Buyer's current Safety, Health and Environment regulations. If required by the Supplier, Buyer shall carry out obligatory HSE course for Supplier's personnel during Commissioning.

10. TAX REPORTING TO POLISH AUTHORITIES

Supplier is responsible for all taxes and social security contributions being imposed by any authorities on Supplier or Supplier's personnel assigned to Buyer.



11. STRIKE / LOCKOUT/FORCE MAJEURE

The Buyer and the Supplier are exempted from fulfilling their rights and duties in case of force majeure situations pursuant to Polish law. In the case of strike or lockout in the Supplier's Supplier, this Contract is postponed during the conflict.

12. RESPONSIBILITY

The Supplier shall indemnify the Buyer against demands from third parties connected to the assignment of this agreement.

13. CHOICE OF APPLICABLE LAW

The contract is subject to Polish law.

14. DESPUTES

The contract Disputes shall be solved by arbitration pursuant to the Polish Civil Procedures Act should the parties not come to an agreement. Arbitration shall take place in Krakow at district court.

15. VALIDITY OF CONTRACT

The contract is valid from the date it is signed and comes into force and effect on the day of publication pursuant to Act No. 340/2012 Coll., on the Agreement Register. The Buyer (customer) undertakes to ensure its publication.

The Agreement is written in English. The Contracting Parties have agreed that all verbal or written negotiations and all documents related to this order, shall be kept or written in English.

The agreement may be terminated with immediate effect if one of the parties violates the contract, or if both parties agree to such termination. The Contracting Parties have agreed that the customer may also withdraw from the Agreement if it is proven that the supplier's actions seriously breach human rights or any generally accepted ethical and moral standards.

The agreement is made in two identical copies. The parties shall keep one copy each.

Place and date: Krakow, 24.04.2018

Supplier:

President, Comex Polska

Buyer:

Managing Director, DIAMO, státní podnik

Sp. z o.o.
Machowskiego 51
-424
422
120449632

DIAMO, státní podnik
Máchova 201
471 27 Stráž pod Ralskem

①

Date: 12.03.2018

Att. to:

[REDACTED]

DIAMO
Máchova 201
471 27 Stráž pod Ralskem

ODBOR PRÁVNÍ A ORGANIZAČNÍ
s.p. DIAMO
SML.č. D100/12 000 / 00051/18/00
DNE: 5. 6. 18 Podpis: [REDACTED]

Offer no: 2018/03/2

Comex

Quotation for the COMEX XRAY training and adaptations

[REDACTED]

[REDACTED]
[REDACTED]