Annex 2 DRAFT contract for work

In the contract for the work, the applicant only completes the missing data, which are marked in blue. Other modifications of the Work Contract are not permissible.

The contracting authority is entitled to exclude from the selection process a candidate who makes inadmissible changes to the contract for the work.

**CONTRACT FOR WORK**

ALFAGEN – M & C BUILDING CONSTRUCTION – STAGE 1

**č. D\_01\_02\_01**

between

**AL INVEST Břidličná, a.s.**

as Customer

and

**[to be completed by the Contractor]**

as Contractor

concluded on [●]

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contract for work

concluded pursuant to the Section 2586 et seq. of the Act No. 89/2012 Sb., the Civil Code, as amended

(the “Contract”)

**PARTIES**

1. **AL INVEST Břidličná, a.s.**

a company incorporated and existing under the laws of the Czech Republic, with its registered office at Bruntálská 167, 793 51 Břidličná, Czech Republic, ID No. 273 76 184, registered in the Commercial Register maintained by the Regional Court in Ostrava under file No. B 3040

(the “**Customer**”)

a

1. [**business name**]

a company incorporated and existing under the laws of [●], with its registered office at [●], ID No.: [●], registered in the Commercial Register maintained by the [●] Court in [●] under file No. [●]

(the “**Contractor**”)

(the Customer and the Contractor jointly as the “**Parties**” and individually as a “**Party**”)

# PREAMBLE

1. The Customer is a major European producer of packaging materials and rolled aluminium products; the Customer is a member of MTX Group.
2. The Customer intends to build a new production hall and modernise the production line for aluminium products at its premises located at Bruntálská 167, 793 51 Břidličná, within the framework of the European Union subsidy programme *“ALFAGEN - Modernizace technologie tavení a lití”*, reg. No. 722 2200 001.
3. The Contractor is a renowned business company operating in the construction industry. Prior to the conclusion of the Contract, the Contractor has familiarised itself in detail with the Customer’s intentions regarding the preparation and implementation of the work specified in this Contract, with all conditions at the place of performance, with all relevant permits and the conditions for the implementation of the work set out therein and with the related documentation, and is prepared to carry out the work and related activities under this Contract for the Customer at a professional level and on the terms and conditions set out in this Contract.
4. The Contractor is interested in securing the construction and execution of the work for the Customer following a tender procedure organised by the Customer; the Contractor was selected as the contractor for the works and supplier of the relevant works as set out below.
5. The Contractor shall adjust fulfilment of its obligations under this Contract to the extent necessary for the successful completion, proper and timely execution and delivery of the work and operation of the Customer’s production line and shall cooperate with the Customer’s other suppliers and the Customer as specified hereunder.
6. Considering the above, the Parties wish to enter into this Contract and stipulate their mutual rights and obligations related to the construction and execution of the works and other works and services.

# Definitions

* 1. Unless otherwise specified in this Contract, the following words and phrases appearing in this Contract and capitalized shall have the meanings set forth below:

|  |  |
| --- | --- |
| “**Copyright work**” | has the meaning given in Article 27.1. |
| “**Copyright Act**” | means Act No. 121/2000 Sb., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended. |
| “**Bank Guarantee**” | has the meaning given in Article 11.1 (*Bank Guarantee for Warranty Performance*). |
| “**OSH**” | means occupational safety and health. |
| “**Price of the Work**” | means the price according to Article 9 (*Price of the Work*) for the full and proper performance of the Contractor’s contractual obligations. |
| “**Work**” | means the supply and execution of all work, materials and measures necessary for the construction and proper completion of the Work as defined in the ConstructionDocumentation, including the construction of the work itself, and including all activities and obligations of the Contractor specified in Article 4 (*Work and Contractor’s Obligations*) and other provisions of this Contract, to be performed by the Contractor in accordance with this Contract and in accordance with the Construction Documentation, Permit, applicable laws and regulations and relevant binding Czech and European technical standards (CSN, EN), all so that such Work is fully functional, operable and fit for use by the Customer in accordance with its intended purpose. |
| “**Construction Documentation**” | means the construction documentation forming Annex 2 (*Construction Documentation*) of this Contract. |
| “**As-Built Documentation**” | means the documentation of the actual execution of the construction in scope and content, including at least the parts listed in Annex 5 (*Scope and Content of the As-Built Documentation*), which shall be prepared in accordance with the Article 16.1 (*As-Built Documentation*). |
| “**Contractor’s Documents**” | means:   * + 1. As-Built Documentation;     2. final reports, which shall include, in particular, (i) details of tests, inspections and material approvals carried out; and (ii) evidence of such tests and evidence of approvals of products used in the Work, including declarations of conformity;     3. documents, inspection reports for individual equipment supplied by the Contractor and warranty conditions of the manufacturers of technological equipment included in the Work, manuals or instructions for the use, operation or maintenance of the Work (and technological equipment included therein), as well as generally all documents necessary for the operation, maintenance, repair or alteration of the Work that arise during its construction; and     4. other documents specified in this Contract, in particular the Construction Documentation and the Itemized Budget, including documents necessary for the Operation Decision. |
| “**Subsidy Programme**” | means the European Union subsidy programme entitled *“ALFAGEN - Modernizace technologie tavení a lití”*, reg. no. 722 2200 001. |
| “**Schedule**” | means the schedule for the execution of the Work set out in Annex 1 (*Schedule*) of this Contract. |
| “**Incidents**” | have the meaning set forth in Article 13.7(f). |
| “**Information**” | have the meaning given in Article 15.1. |
| “**Insolvency Act**” | means Act No. 182/2006 Sb., on bankruptcy and methods of its resolution (Insolvency Act), as amended. |
| “**Occupancy Decision**” | means a final, binding and final occupancy decision issued by the competent building authority allowing the use of the Work. |
| “**OSH Coordinator**” | means the Customer’s special representative responsible for the performance and supervision of occupational safety and health and fire protection on behalf of the Customer. |
| “**License**” | has the meaning given in Article 27.1. |
| “**Third Party License**” | has the meaning given in Article 27.8. |
| “**Completion Date**” | means the time limit specified in the Schedule for completion and handover of the Work by the Contractor to the Customer in accordance with Article 19.3 (*Acceptance Procedure and Acceptance of the Work*). |
| “**Change Proposal**” | has the meaning given in Article 22.1(a). |
| “**Unpredictable Conditions**” | means natural physical conditions, artificial and other physical obstructions, archaeological finds and contaminants or other circumstances as defined in Annex 6 (*Exceptional Climatic Conditions*) which prevent the execution of the Work or alter the physical characteristics of the Site as made known to the Contractor prior to the execution of the Contract, provided that these could not have been foreseen by either Party even with the exercise of all reasonable professional care. |
| “**Civil Code**” | means Act No. 89/2012 Sb., the Civil Code, as amended. |
| “**Customer**” | has the meaning set out in the introductory part of this Contract. |
| “**Itemized Budget**” | means the itemized valuation of all works and supplies in accordance with the schedule of quantities set out in Annex 3 (*Itemized Budget*) of this Contract. |
| **“Permit**” | shall mean the permit for the construction of the Work and all its components, and any other permits, administrative decisions, consents, approvals, certificates, authorizations, public contracts under the Administrative Code or certificates required by generally binding regulations, and any necessary consents of third parties or agreements with such parties required for the execution of the Work, regardless who is required by generally binding regulations to hold them. |
| “**Objects of rights in intangible goods**” | have the meaning given in Article 27.10. |
| “**Readiness for Phase II**” | means a milestone set out in the Schedule which is deemed to be completed when the works defined in Annex 10 (*Definition of Readiness for Phase II*) of this Contract have been carried out and completed. |
| “**Operation Decision**” | means:   * + 1. Occupancy Decision;     2. if the public authorities require test operation as a condition for the issuance of the Occupancy Decision, a decision on test operation allowing the use of the Work; or     3. an early use permit issued by the relevant building authority allowing the use of the Work;   all always legally valid and enforceable. |
| “**MTX Group**” | shall mean all business corporations directly or indirectly controlled by MTX Group a.s., a company incorporated and existing under the laws of the Czech Republic, with its registered office at Štěpánská 621/34, Prague 1, Postal Code 110 00, ID No.: 274 41 261, registered in the Commercial Register maintained by the Municipal Court in Prague under file number B 10649. |
| “**Contract**” | means this Contract concluded between the Customer and the Contractor, including all its annexes. |
| “**Site**” | means the part of the production area owned by the Customer at Bruntálská 167, Břidličná, Postal Code: 793 51, Czech Republic, for the creation of the Work and the area for the installation of construction site and storage of the necessary construction materials according to the site plan, which forms Annex 9 (*Site Delimitation*) of this Contract. |
| “**Party**” | has the meaning set out in the introductory part of this Contract. |
| “**Bankruptcy**” | means a situation where:   * + 1. the person concerned (i) as a result of its economic difficulties, enters into negotiations with one or more creditors with a view to a general adjustment or restructuring of its indebtedness or a postponement of its debts; or (ii) is in a state of bankruptcy or threatened bankruptcy within the meaning of the Insolvency Act;     2. an insolvency petition, a petition for a declaration of moratorium, a petition for a reorganisation or for the commencement of other similar proceedings is filed against the property of the person concerned (except for a manifestly vexatious petition which has been rejected by the court within twenty (20) days for manifest lack of merit and for which the relevant decision of the insolvency court is subsequently documented);     3. the person concerned is declared bankrupt, the insolvency petition is resolved by granting it, a moratorium is declared or a reorganisation is granted, or a petition for bankruptcy or other insolvency petition is rejected by the court for lack of assets to cover the costs and expenses of the insolvency proceedings;     4. a resolution shall be adopted for the liquidation of the person concerned, whether compulsory or voluntary;     5. a provisional administrator or insolvency administrator of the person concerned will be appointed;     6. in relation to the person concerned, any of the events or proceedings referred to in paragraphs(a) to(e) above which have similar effect under any provisions of other laws;     7. the value of the assets of the person concerned is less than the aggregate of the liabilities of such person (taking into account the continued management of his assets or the continued operation of his business, as the case may be). |
| “**Force Majeure**” | means an event beyond the reasonable control of the affected Party that the affected Party could not have foreseen on the date of the Contract and that directly prevents the affected Party from performing its contractual obligations under this Contract and is limited solely to the following events:   * + 1. civil war, rebellion, revolution, insurrection, mutiny, riot, civil commotion or acts of terrorism or any similar event;     2. confiscation, nationalization, expropriation or compulsory acquisition, embargoes or orders, restrictions or prohibitions, seizure of the Work by any government or de jure or de facto authority, acts of any government or public authority or representative thereof whether or not legally valid or any similar event;     3. epidemics, quarantine, plague or any similar event;     4. fire, flood, serious atmospheric disturbance, maritime, terrestrial or aerial disaster, earthquake, or epidemics, landslide, volcanic activity, tidal wave, typhoon or cyclone, hurricane, storm, lightning, unusually severe or inclement weather, nuclear and pressure waves or other natural or physical disaster or similar acts of God;     5. contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;     6. a strike, lockout, industrial dispute, national or regional strike or any similar event.   For the avoidance of doubt, and without prejudice to the above definition of Force Majeure, the following events shall not be considered Force Majeure:   * + 1. the Russian invasion of Ukraine in 2022 and any existing related emergency measures, other measures, regulations, administrative acts or interventions by public authorities of the European union, the Czech Republic or other states, as well as direct or indirect impacts of the above acts on the economic or political situation, especially supply chains (e.g. deficiencies in supplies by subcontractors); shortages of labour or material, lack of financial liquidity or other impacts;     2. disruption in raw material supplies, production and distribution breakdowns caused due to impacts of an epidemic of coronavirus known as SARS CoV-2, causing COVID-19 disease, as the virus may sometimes be called in practice, and the related applicable emergency or other measures, administrative acts, regulations and/or other interventions by public authorities of the Czech Republic, the state of the Contractor’s registered office and/or other states, including potential direct or indirect impacts on the economic or political situation, in particular supply chains (deficiencies in supplies by subcontractors, etc.), lack of financial liquidity, shortages of labour or material or other impacts;     3. sabotage, shipwreck or any similar event;     4. property crimes, especially theft at Site;     5. change of the affected Party’s financial position or its position on the market;     6. business opportunity motivating any Party not to perform its duties and/or obligations under this Contract. |
| “**Public Procurement Act**” | means Act No. 134/2016 Sb., on public procurement, as amended. |
| “**Record of Acceptance of the Work**” | has the meaning given in Article 19.3(c). |
| “**OSH Representative**” | means the Contractor’s special representative responsible for the performance and supervision of occupational safety and health and fire protection on behalf of the Contractor. |
| “**Contractor**” | has the meaning set out in the introductory part of this Contract. |
| “**Progress Report**” | means a report on the progress of the works and the execution of the Work in relation to the volume of works and deliveries related to the Work. |
| “**Change**” | means a deviation from the specification of the Work or the Schedule in accordance with the procedure set out in Article 22 (*Changes*). |
| “**Change Instruction**” | has the meaning given in Article 22.1(b). |

* 1. For the interpretation of the Contract, the following rules apply:
     1. Unless a contrary indication appears, a reference in this Contract to:
        1. “**day**” shall mean a calendar day and “**working day**” shall mean a day other than Saturdays, Sundays and holidays recognized by the State in the Czech Republic;
        2. “**month**” means a period beginning on a day in a calendar month and ending on the numerically corresponding day in the following calendar month, but if there is no such day in the month in which it ends, the period shall end on the last day of that month;
        3. “**tax**” shall be construed to include all taxes, fees, levies, social and health insurance premiums, state employment policy contributions, duties and other payments of a similar nature (including fines, penalties and interest payable in respect of non-payment or delay in payment thereof);
        4. “**VAT**” shall be construed as a reference to value added tax within the meaning of Act No. 235/2004 Sb., on Value Added Tax, as amended, including any similar tax that may be imposed in lieu of value added tax or any similar tax that may be imposed outside the Czech Republic;
        5. “**equivalent**” in one currency (the “**First Currency**”) of an amount denominated in another currency (the “**Second Currency**”) means a reference to an amount in the First Currency that could be purchased for an amount in the Second Currency at the “spot” exchange rate quoted by the Czech National Bank at approximately 11.00 a.m. on the relevant date or, if such date is not a working day, on the nearest following working day;
        6. “**parent company**” of a person shall be construed as referring to the person to which the former company is in the capacity of a subsidiary;
        7. “**person**” shall be construed as referring to any natural or legal person (including the State) or any association, corporation within the meaning of Section 2716 of the Civil Code or similar grouping of such persons, whether or not such grouping has legal personality;
        8. “**affiliate company**” or “**affiliate person**” or “**related company**” or “**related person**” of a company shall be construed as referring to a company that is related to the former company in the capacity of (i) a subsidiary, (ii) a parent company, or (iii) a company that has a common parent with the latter;
        9. the word “**approved**” means approved in writing, including subsequent written confirmation of prior oral approval; “**approval**” means written approval, including the foregoing;
        10. “**winding up**”, “**dissolution**”, “**administration**”, “**bankruptcy**”, “**reorganisation**” “**insolvency**” or “**liquidation**” of a company shall be construed to mean any similar legal event or any similar proceeding under the law under which such company was formed or the law in which such company carries on its business or in which the relevant proceeding is pending;
        11. the word “**in particular**” shall be deemed to be supplemented by the words “**but not exclusively**”;
        12. provisions containing the word “**agree**”, “**consent**” or “**agreement**” or words of similar meaning require that the consent or agreement be in writing, unless otherwise provided in this Contract;
        13. the provision of law is a reference to that provision as amended or restated; and
        14. the reference to the time of day is a reference to Central European Time (CET).
     2. The headings of articles, sections and annexes are for ease of reference only. References to **“Article**” and “**Annex**” shall be read and construed as references to the corresponding Articles and Annexes of the Contract.
     3. Where the term “**including**”, “**in particular**”, “**for example**”, or the like is used in this Contract, the item or items following it shall constitute an exemplary (demonstrative) and not an exhaustive (taxative) list of items of that type.
     4. The Annexes to this Contract form an integral part thereof.
     5. Words in the singular also include the plural, and words in the plural include the singular.
     6. All references in this Contract to any legislation shall be construed as references to such legislation as amended from time to time.
  2. Currency symbols and definitions:
     1. “**CZK**” and “**Czech crown**” means the legal currency of the Czech Republic, “**USD**” and “**US dollars**” means the currency of the United States of America and “**EUR**” and “**Euro**” means the single currency of the Participating Member States.
     2. Where in the Contract and other documents any amount is stated in CZK, USD, EUR or other currencies, it shall also mean the equivalent of such amount in the other or any other currency or currencies.
  3. The contractual relationship between the Parties hereunder (including but not limited to the conditions of performance of the Work) shall further be governed by (i) the Customer’s tender documentation used in the tender procedure for the best offer in connection with the Subsidy Programme and (ii) the Contractor’s offer submitted in the tender procedure. In case of any discrepancies between the Contract and other documents, following precedence shall apply:
     1. Body of this Contract;
     2. Annexes to this Contract;
     3. Customer’s tender documentation used in the tender procedure in connection with the Subsidy Programme; and
     4. Contractor’s offer submitted in the tender procedure.

# Subject of the Contract

* 1. The subject of the Contract is:
     1. the Contractor’s obligation, at its own expense and risk, to perform the Work specified in this Contract, to deliver the Work to the Customer on the terms and conditions set forth in this Contract, and to perform the other obligations set forth in this Contract; and
     2. the Customer’s obligation to pay the Contractor the Price of the Work in the amount, in the manner and under the conditions set out in this Contract.

# major PRINCIPLES of execution of the work

* 1. The Contractor undertakes to carry out the Work within the deadlines set out in the Schedule on its own behalf and under its own responsibility. The Contractor shall complete and hand over the Work to the Customer within the Completion Date.
  2. The Contractor hereby declares that it is aware that the Work will include a production line with technologies consisting of multiple technological inputs and complex parts (technological solutions) that will be supplied to the Customer by other suppliers based on contractual relations and terms agreed between the Customer and the suppliers in question. It is therefore not only essential that the Contractor performs the Work on time and within the Schedule, but is also obliged to provide all necessary assistance and support:
     1. the Customer, the designer of the Construction Documentation or other construction and technical documentation related to the Work; and
     2. technology suppliers, other construction contractors other than the Contractor and other contractors of the Customer and/or persons engaged or appointed by the Customer for the design, supply, erection, installation, commissioning and acceptance of any part of the technology, works or part of the plant;

to the reasonable extent required by the Customer.

* 1. The Contractor is further aware of the terms and conditions of the Subsidy Programme and declares that it enters into this Contract with this knowledge. The Contractor agrees to comply with the terms of the Subsidy Program and to perform the Work in accordance with the terms of the Subsidy Program.
  2. The Contractor has familiarised itself with the local conditions on the Site and has concluded that the Site and the Customer’s local conditions allow the creation of the Work that is the subject of this Contract. The Contractor declares and confirms that it is capable of carrying out the Work, that it has all the necessary information and data and that if any information/data needs to be changed or supplemented it will make such changes or provide the information/data without incurring any cost to the Customer or having any impact on the delivery terms and/or performance of the other terms of this Contract.
  3. The Customer shall obtain the Permit, the Operation Decision and the Occupancy Decision at his own expense. For this purpose, the Contractor shall provide the Customer with all necessary assistance and support to the extent required.

# Work AND THE RESPONSIBILITIES OF THE CONTRACTOR

* 1. The Contractor is obliged to carry out all works and complete the Work according to this Contract at its own expense and risk, in accordance with the Customer’s instructions and in accordance with the Construction Documentation, applicable laws and regulations and relevant binding Czech and European technical standards (CSN, EN) and to remove any defects in the Work notified by the Customer within the warranty period, so that the Work is fully functional, operable and fit for use by the Customer in accordance with its intended purpose.
  2. The Contractor undertakes to carry out the Work within the deadlines set out in the Schedule on its own behalf and under its own responsibility.
  3. The Contractor and its subcontractors and suppliers are obliged to act with professional care and caution and in accordance with all applicable generally binding legal regulations when performing the Work. All works, materials, services, as well as industrial and intellectual property rights which are the subject of this Contract shall be provided and performed by the Contractor in such scope and quality as to achieve a complete and proper execution of the Work that complies with the terms of this Contract and the purpose of use.
  4. The Contractor shall perform all activities and fulfil all obligations under this Contract. The scope of the Work includes, but is not limited to:
     1. the physical execution of the Work and the performance of all activities and works necessary for the execution and completion of the Work in accordance with the Construction Documentation under the terms and conditions set forth in this Contract; the Contractor acknowledges that the Construction Documentation includes further modifications, refinements and more detailed stages of this documentation, which are binding for the Contractor. If necessary, the Parties shall proceed in accordance with Article 22.1 (*Changes*);
     2. elaboration of the As-Built Documentation;
     3. providing the Customer with all necessary assistance and support to the extent required to obtain all permits, consents and representations from administrative authorities and other relevant bodies and third parties necessary to obtain all necessary Permits and Operation Decisions, as well as to obtain the Permits and Operation Decisions up to and including the Occupancy Decision;
     4. preparation and delivery to the Customer of all Contractor’s Documents and all other documents and source documents necessary for the issuance of the Occupancy Decision for the proper and permanent use of the subject of the Work, including certificates, manuals and training of the Customer’s personnel;
     5. performance of all works and execution and fulfilment of other activities and obligations that are specified in the Construction Documentation, this Contract or that result from legal regulations and relevant binding Czech and European technical standards (CSN, EN) or that are necessary for the Work to be functional, operable and fit for use according to its purpose;
     6. ensuring the necessary tests, attestations, control measurements, etc. resulting from the Construction Documentation, legal regulations, relevant binding Czech and European technical standards (CSN, EN), other permits and approvals issued by the relevant public authorities;
     7. ensuring the relocation and ongoing protection of all underground and overhead utilities, connections and roads affected by the works and ensuring that all obligations in relation to the managers of utilities and roads owned by third parties are fulfilled, including coordination of their work to connect their facilities; however, in the event that the Contractor discovers utilities, connections and roads requiring relocation during the course of the works and these have not already been identified in the Construction Documentation or other documents available to the Contractor prior to the signing of the Contract, the need for the Contractor’s actions under this paragraph shall be grounds for a Change;
     8. the removal of any defects and deficiencies specified in the Record of Acceptance of the Work, as well as the performance of additional work resulting from the requirements of the relevant public authorities set out in any Operation Decision;
     9. to provide training of the Customer’s relevant personnel, designated by the Customer within seven (7) days of receipt of the Contractor’s written request, for the operation of the Work’s equipment and its servicing and maintenance, to the extent and under the conditions required for the relevant equipment under legal regulations or binding technical standards (e.g. operation of gates); the training of the Customer’s relevant personnel will take place at the Customer’s headquarters, except in cases where the Contractor can prove that the training cannot be carried out at the Customer’s headquarters. The Contractor shall pay for any costs associated with the training of the relevant Customer’s personnel, including travel, accommodation and meal costs when training the Customer’s personnel away from the Customer’s premises;
     10. ensuring the Contractor’s ability to perform its obligations under the Contract, in particular maintaining in force and effect all relevant authorisations, concessions, licences, attestations and certificates necessary for the performance of the Work throughout the duration of this Contract;
     11. coordination of works and activities with the Customer’s suppliers;
     12. fulfilment of other obligations of the Contractor set out in this Contract.
  5. The scope of Work shall also include other activities not specified in this Contract if their performance is both necessary and feasible for the proper performance of the Work, including but not limited to:
     1. taking the necessary measures to maintain the integrity of all infrastructure networks during construction works;
     2. to provide all necessary surveys for the proper execution and completion of the Work in conjunction with the survey results submitted by the Customer;
     3. ensuring and implementing all measures of an organisational, constructional and technological nature necessary for the proper execution of the Work;
     4. the provision of all works, supplies and services associated with security measures taken to protect people and property (including, but not limited to, pedestrians and vehicles affected by the construction);
     5. implementation of measures taken to protect mature trees subject to protection and structures and buildings and measures taken to protect and secure machinery and materials on the Site;
     6. preparation of workshop and production documentation necessary for the execution of the Work;
     7. protection of the Work and the Site, ensuring occupational safety and environmental protection;
     8. if the Customer so determines in a particular case, the provision of traffic signs for traffic restrictions, their maintenance, relocation and final removal;
     9. compliance with all legal regulations and binding technical standards required or agreed with respect to the testing and inspection of the Work, including the preparation of reports;
     10. providing test reports and proof of testing of the required product properties (declaration of conformity);
     11. installation and removal of Site equipment including its connection to infrastructure networks;
     12. removal and disposal of waste, including its ecological disposal on behalf of the Contractor in accordance with the relevant legislation;
     13. restoring all surfaces affected by the construction (roads, pavements, landscaping and greenery, ditches, canals, etc.) to their original condition;
     14. compliance with the conditions set by underground infrastructure network managers;
     15. performance and compliance with the terms and conditions of the Permit;
     16. implementation of measures for the winter season and lighting of workplaces, if necessary for the execution of the Work;
     17. coordination and completion activities throughout the Work;
     18. carrying out reasonable daily cleaning of the Site and ongoing reasonable cleaning and any reasonable and necessary repairs to the roads;
     19. to provide works and supplies, the need for which arises from this Contract, although not specified in detail by the Customer, but which are necessary for the proper execution of the Work and which the Contractor should have known, by exercising due professional care, to be necessary for the proper and quality execution of the Work.
  6. The Contractor represents and warrants that prior to signing this Contract, it has (i) carefully reviewed the Itemized Budget, the Site and adjacent areas and the access road to the Site for completeness and accuracy, and made reasonable investigations to obtain sufficient information about all surrounding, subsurface, natural, working and legal conditions and all other local or other conditions and factors affecting the Price of the Work and the performance of the Work; (ii) become familiar with the Site and its surroundings and circumstances that could affect the scope of the Work, its execution and completion; (iii) include in the design the costs necessary to comply with the Customer’s requirements with respect to the limitations of the Site’s local requirements and constraints, zoning, legal requirements, local utility and telecommunications providers; (iv) verify that all materials necessary for the proper execution of the Work are available and production or delivery times are sufficient to complete the Work in a timely manner.
  7. The Contractor further confirms that it has duly and in detail checked all documents and supporting documents submitted to it by the Customer or forming annexes to the Contract to the extent to which it was possible from an objective point of view to identify any shortcomings or defects in the documents submitted by the Contractor, even with the exercise of all professional care and diligence, and undertakes to perform the Work on the basis of them. The Contractor shall be obliged to check, from the point of view of its expertise, any other items, documents, documents received from the Customer for the purpose of performing the Work.
  8. Any discrepancy, ambiguity, error or any incompleteness or imperfection in the documents submitted to the Contractor by the Customer after the date of conclusion of this Contract, which results or could result in defects, non-functionality of the Work or any part thereof, any deviation from the contractually specified standard, functionality or purpose of the Work or any effect on the Price of the Work or the Schedule, the Contractor shall notify the Customer in writing without undue delay after discovering the same. Otherwise, the Contractor’s claims related to the incompleteness or imperfection of the documents submitted by the Customer shall be extinguished, in particular the Contractor shall not be entitled to an extension of the performance deadlines or an increase in the Price of the Work on account of such fact.
  9. At the Customer’s request, the Contractor is also obliged to carry out works that are not specified in this Contract, in particular in the Permits, the Itemized Budget or that do not result from the documents submitted to the Contractor on the date of conclusion of the Contract. If it could not have been anticipated with the exercise of due professional care that such work would be necessary for the performance of the Work under this Contract, such work shall constitute a Change in accordance with Article 22 (*Changes*). For the avoidance of doubt, the Parties state that where it was reasonably foreseeable with the exercise of due professional care that such work would be necessary for the execution and completion of the Work so as to make the Work functional, operable and fit for use for its intended purpose, such work shall not constitute a Change pursuant to Article 22 (*Changes*) (and Articles 4.6 to 4.8 of this Contract are also without prejudice). In such case, such work has been included in the Price for the Work.
  10. The Contractor shall provide all Contractor’s personnel, equipment and any other items and services, whether temporary or permanent in nature, required for the completion of the Work and the correction of defects therein.
  11. The Contractor shall be responsible for the adequacy, stability and safety of all operations and all methods of construction performed on the Site by its employees, workers, subcontractors and suppliers.
  12. The Contractor is obliged to provide the Customer with all necessary assistance in the event of an inspection carried out by any public authority, especially in the event of an inspection pursuant to Section 2(e) of Act No. 320/2001 Sb., on financial control in public administration and on amendments to certain acts (Act on financial control), as amended.

# responsibilities of the Customer

* 1. The Customer undertakes by this Contract and under the terms and conditions set out herein to provide the Contractor with the necessary and timely cooperation to the extent that the Contractor may reasonably require it.
  2. The Customer shall provide the Contractor with only the energy and services described in Annex 7 (*List of Media Deliveries by the Customer*), for the purpose of performing the Work, with the relevant costs to be paid by the Customer to third parties separately (without recharging the Contractor). The Contractor shall be obliged to arrange for the connection for the purpose of collection at his own expense and responsibility, i.e. in particular he shall be obliged to arrange for the necessary wiring and connections for the supply of electricity and water to the Site.

# Subcontractors AND DIRECT SUPPLIERS

* 1. All subcontractors (suppliers) that the Contractor intends to use for the Work must be notified in writing to the Customer in advance. The Contractor shall notify the Customer of any change in any subcontractor.
  2. The Contractor shall keep an up-to-date list of all subcontractors with contact persons of these subcontractors. Upon the Customer’s request, the Contractor shall promptly forward this list of subcontractors to the Customer.
  3. The Customer reserves the right to reject a subcontractor of the Contractor who, in its reasonable opinion, does not have sufficient skills and experience in work of a similar nature, or who, to its knowledge, has in some cases failed to meet its contractual obligations, or whose financial or technical situation does not reliably guarantee the fulfilment of its obligations under this Contract. Such rejected subcontractor may not become a subcontractor of any subcontractor and participate directly or indirectly in the Work.
  4. Entering into a contract with a subcontractor does not relieve the Contractor of any of its contractual responsibilities or obligations. The Contractor shall be liable for any acts, breaches or omissions of any subcontractor, its agents or employees as if were acts or omissions of the Contractor. The Contractor shall be expressly held fully responsible for any damage caused by a subcontractor to the Site and Work.
  5. The Customer’s direct suppliers shall not be considered subcontractors under this Contract. Any deficiencies in the proper and timely performance of the Customer’s direct suppliers shall be the risk and responsibility of the Customer, and if such an event triggers the need for a Change, then the procedures in Article 22 (*Changes*) of this Contract shall be followed. However, the Contractor shall also reasonably provide the Customer’s direct contractors with the necessary co-operation and access to the Work in progress, but the Customer undertakes that the Customer’s direct contractors shall act in a manner that enables the Contractor to fulfil the above obligations.

# Contractor’s insurance

* 1. The Contractor shall take out the following insurances at his own expense with an insurance company and shall maintain these insurances throughout the execution of the Work and shall pay the premiums properly and fulfil all other obligations arising from the insurance so that the insurance claim is not jeopardised. The period of insurance shall expire no sooner than thirty (30) days after the Work has been duly delivered free from defects in accordance with the procedures set forth in Article 19.3 (*Acceptance Procedure and Acceptance of the Work*).
  2. The Contractor is obliged to procure and prove to the Customer at any time upon request the existence and proper duration of:
     1. Liability insurance for the Contractor’s business in an amount not less than CZK 200,000,000 (in words: two hundred million Czech crowns) per occurrence with aggregate coverage in this amount in any one policy period of one year covering the Contractor’s liability relating to the Contractor’s negligent acts, omissions or breaches of duty in the performance of the Contractor’s professional duties under or in connection with this Contract;
     2. all insurances that the Contractor or its subcontractors are required to have under applicable law; and
  3. The Contractor will:
     1. comply with the terms of any insurance policy taken out by the Contractor under this Article and shall not do anything which may invalidate such policy (or any part thereof) or jeopardise the Customer’s claim under such policy, nor cause or permit any of its subcontractors to do so;
     2. ensure that the terms and conditions of such policies are not altered in any way that limits the benefit that the policies provide to the Customer. The Contractor shall give the Customer at least thirty (30) days’ notice of adverse changes in or cancellation of any required insurance and shall promptly notify the Customer if the insurance ceases to be in force, is not renewed or is cancelled by the insurer;
     3. inform the Customer (and the Customer shall, where practicable, inform the Contractor) as soon as reasonably practicable of the occurrence of any event which may give rise to an insurance claim under the Contractor’s policies. If the Customer makes a claim under any of the Contractor’s policies, the Customer shall provide such assistance as the Contractor may reasonably require for the purpose of settling the claim. The Contractor shall keep the Customer regularly informed of the progress of such claim.
  4. Article 7.2 shall not limit the Contractor’s obligations or liabilities under this Contract and its potential liability to the Customer for failure to perform such obligations. Failure to request proof of insurance as set forth in this Article shall in no way be construed as a waiver of the Contractor’s obligation to provide said insurance coverage.
  5. The Contractor confirms that it has submitted copies of the certificates relating to its insurance policies to the Customer prior to the conclusion of the Contract to the extent of the insurance cover under this Contract.
  6. The limits of insurance cover set out in the Contract are agreed as a minimum. The Contractor is responsible for arranging the appropriate level of insurance cover. If the Contractor finds it necessary to arrange insurance cover in excess of that agreed in the Contract, it shall be obliged to arrange such cover in excess.

# Performance PERIOD

* 1. **Schedule and Completion Date**
     1. The Contractor shall commence the execution of the Work immediately after the conclusion of this Contract.
     2. The work shall be carried out in accordance with the Schedule. The Contractor shall meet all milestones set out in the Schedule.
     3. The Contractor shall complete and deliver to the Customer the Work properly completed under the terms of this Contract no later than the Completion Date.
  2. **Handover and Acceptance of the Site**

The handover and acceptance of the Site shall take place no later than within the deadline specified in the Schedule.

* 1. **Extension of the Completion Date**

The Contractor shall be entitled to an extension of the Completion Date (i) as a result of Force Majeure, (ii) for other causes solely attributable to the Customer, or (iii) for causes caused by circumstances excluding liability in the form of Unpredictable Conditions.

# price of the work

* 1. **Price of the Work**
     1. The Customer shall pay the Contractor a lump sum Price of the Work of CZK [●] (in words: [●] Czech crowns) for the proper completion of the Work including the removal of any defects, all in accordance with this Contract.
     2. The Itemized Budget according to the statements of quantities, which was part of the Contractor’s offer and on the basis of which the Price of the Work was determined, forms Annex 3 (*Itemized Budget*) of this Contract. The Itemized Budget shall be used in particular for the pricing of the Changes.
     3. The Construction Documentation always takes precedence over the Itemized Budget (see in particular the Article 9.2 (*Sufficiency and completeness of the Price of the Work*)).
     4. The Price of the Work is agreed as a fixed price within the meaning of Section 2621 of the Civil Code. It shall not be revised for any reason or cause and shall not be subject to any increase or increase due to inflation, exchange rate adjustments or any other adjustments based on macroeconomic conditions throughout the term of the Contract. The Contractor with due diligence declares that the Price of the Work is sufficient to perform the Contract and all the Contractor’s work and the Work can be executed at that price and properly serve its purpose. No bonuses for early completion of the Work shall apply.
  2. **Sufficiency and completeness of the Price of the Work**
     1. The Contractor shall be responsible for the completeness of the valuation of the entire Work and all of the Contractor’s work, including all costs associated with its full completion and commissioning.
     2. The Price of the Work shall include all costs incurred by the Contractor in the performance of its obligations under this Contract, including the costs of establishing, operating and removing the Site, transportation, site lighting, utilities (except as provided in the first sentence of Article 5.2 below) and disposal of hazardous waste, including special hazardous waste, the performance of all tests in accordance with mandatory technical standards and generally binding legal regulations, including the issue of evidence of the performance of such tests, the Price of the Work shall include the fulfilment of all the Contractor’s obligations under the Contract and all matters and activities necessary for the proper execution and completion of the Work and the rectification of any defects therein.
     3. The Contractor declares that the unit prices used for the pricing of the Work in the Itemized Budget are the maximum for the entire duration of the Work. In case of Changes, these unit prices shall be used for any adjustment to the amount of the Price of the Work. If in such case the unit price according to the Itemized Budget is not available, the unit price shall be determined according to the price list for construction works contained in the “price system” of ÚRS CZ a.s. current as of the date of preparation of the Change offer.
     4. By concluding the Contract, the Contractor confirms that the Price of the Work is correct and sufficient and that the Work can be carried out within the scope of the Construction Documentation at this price to properly serve its purpose.
     5. The Customer shall not pay for Work performed by the Contractor outside the provisions of the Contract as result of arbitrary deviation from the contractual terms. The Contractor shall remedy them at the Customer’s request within a specified period of time and shall compensate the Customer for any damage incurred. Article 22 (*Changes*) of this Contract shall not be affected thereby.
     6. The Price of the Work shall also include compensation for materials, work and activities not specified in the Itemized Budget or specified in a lower quality or number than required for the performance of the Work, which, however:
        1. result from the Construction Documentation; or
        2. which the Contractor, due to his professional knowledge and experience, could and should have known or could have foreseen.

# Payment terms

* 1. **Payment of the Price of the Work**
     1. The Price of the Work shall be paid by the Customer to the Contractor on a monthly basis, always in arrears for the relevant calendar month of the Work in relation to the volume of work and deliveries carried out in that month related to the Work, on the basis of partial invoices duly issued by the Contractor in accordance with Article 10.4 (*Invoicing*) for the amounts specified in the Progress Report signed by both Parties.
     2. Only upon receipt of the Customer’s confirmed and signed Progress Report is the Contractor entitled to issue an invoice in accordance with Article 10.4 (*Invoicing*), to the extent agreed by the Customer.
     3. The Contractor shall not be entitled to any advance payment of the Price of the Work.
  2. **Progress Report**
     1. The Contractor shall prepare a draft Progress Report after the end of each calendar month for which the Contractor issues a Progress Report.
     2. The Contractor shall always state in the Progress Report:
        1. a calculation of the portion of the Price of the Work that it considers should be paid to it for the work actually performed during the period in question (the schedule of work and deliverables) and valued according to the items listed in the Itemized Budget, including any Changes, in excel format;
     3. Upon receipt of the draft Progress Report, the Customer shall review it and, within a period of no more than ten (10) working days, confirm or reject it with objections and comments. The Contractor shall correct any errors and discrepancies in the Progress Report and submit the corrected Progress Report to the Customer.
  3. **VAT**
     1. Unless otherwise expressly stated in this Contract, all amounts payable by the Customer to the Contractor under this Contract are exclusive of VAT. The Contractor shall increase such amounts by the applicable VAT in accordance with the relevant tax regulations, if applicable under the relevant tax regulations.
     2. VAT will be added to the Price of the Work according to the legal regulations, if applicable.
        1. The Customer shall pay the relevant VAT under the reverse charge regime in accordance with the applicable legislation.
        2. If the applicable legislation so provides, the Customer shall pay the Contractor the relevant VAT only to the extent (if any) to which it is not subject to the reverse charge regime and only if the tax has not been paid by the Customer to the Contractor’s tax authorities as a special way of securing the tax.
     3. The Contractor undertakes to indicate on the tax documents issued by him only the bank account numbers published by the tax administrator in a manner allowing remote access (Section 98(d) of Act No. 235/2004 Sb., on Value Added Tax, as amended). In case that the tax document contains an account other than the one so published, such tax document shall be deemed incomplete and the Customer shall invite the Contractor to complete it. Pending completion, the Customer reserves the right not to make payment on the of such tax document.
     4. In the event that the Contractor becomes an unreliable payer within the meaning of Act No. 235/2004 Sb., on Value Added Tax, as amended, the Contractor agrees that the Customer will pay a part of the Contractor’s invoices corresponding to the amount of VAT directly to the tax administrator’s account within the meaning of Section 109a of Act No. 235/2004 Sb., on Value Added Tax, as amended; the tax base will be paid to the Contractor’s account.
  4. **Invoicing**
     1. The due date of partial invoices is no later than thirty (30) days from the date of delivery of the respective invoice to the Customer. Payment shall be deemed to have been made on the date the relevant amount is debited from the Customer’s account.
     2. If the due date of the invoice falls on a Saturday, Sunday, 31 December, a state-recognized holiday or a day that is not a working day within the meaning of Act No. 370/2017 Sb., on Payment Transactions, as amended, the due date is moved to the next working day.
     3. Invoices issued by the Contractor must comply with the requirements of accounting documents according to Act No. 563/1991 Sb., on Accounting, as amended, in force on the date of performance and the requirements of an invoice according to Act No. 235/2004 Sb., on Value Added Tax, as amended, on the date of the obligation to file a tax return.
     4. Each invoice will also include a reference to the Subsidy Programme. Each invoice will also include the project registration number “7222200001” and the project title “ALFAGEN – Modernizace technologií tavení a lití”.
     5. If the invoice does not meet these conditions, the Customer is entitled to return it to the Contractor and will not be obliged to make any payment on the basis of it. Upon delivery of the duly corrected invoice to the Customer, a new due date shall begin.
     6. The Contractor is obliged to deliver the duly issued invoice to the Customer in electronic form (PDF format) within one (1) day from the date of its issue to the e-mail address: faktury@alinvest.cz. Invoices sent by the Contractor shall not be sent by the Contractor to an email address other than the one specified in this Article 10.4(f) sentence one, nor shall the Contractor send them in paper form. The sending of an invoice by any means other than those set forth in this Article 10.4(f) sentence one shall be ineffective and the invoice shall not become due until the delivery of a properly issued invoice in accordance with this Article 10.4(f) sentence one.
  5. **Annex to the Invoice**

An integral part of the invoice will be a copy of the relevant Progress Report agreed and signed by the Customer.

# BANK GUARANTEE

* 1. **Bank Guarantee for Warranty Performance**
     1. No later than together with the request for acceptance procedure sent to the Customer in accordance with Article 19.3 (*Acceptance Procedure and Acceptance of the Work*) letter (a), the Contractor shall submit to the Customer, as a condition for the handover and acceptance of the Work, an unconditional and irrevocable bank guarantee for proper performance payable without objection on first demand from a reputable bank authorised to operate in the European Union, in a form acceptable to the Customer, in an amount equivalent to five percent (5%) of the Price of the Work (excluding value added tax), such amount to be denominated in the currency in which the Price of the Work is payable (the “**Bank Guarantee**”).
     2. The Bank Guarantee must be provided by a reputable bank authorised to operate in the European Union and approved in advance by the Customer, and the Customer shall not withhold or delay such approval without good cause.
     3. The Bank Guarantee shall apply to all warranties of the Contractor under Articles 21 (*Liability for Defects in the Work and Quality Warranty*) and to satisfy all claims of the Customer against the Contractor under this Contract as security for the Contractor’s performance of its obligations under this Contract. The Bank Guarantee shall be issued in a form that conforms in all material respects to the form set out in Annex 4 (*Bank Guarantee Form*) of this Contract or in another form acceptable to the Customer.
     4. The Bank Guarantee must be payable on the first demand, in which the Customer will only state that it has a claim due to the Contractor arising from the Contractor’s failure to fulfil its obligations within the scope of the Contract, for which it requires the bank to provide the relevant performance.
     5. The Bank Guarantee shall be valid and effective on the date of its issuance, and its validity and effectiveness shall extend for a minimum of thirty (30) days beyond the warranty period set forth in Article 21.2 (*Warranty Period for the Work*) letter(a), or when extended pursuant to Article 21.2 (*Warranty Period for the Work*) letter (d).
     6. The Contractor shall always extend or replace the Bank Guarantee with a new Bank Guarantee at least thirty (30) days prior to its expiration in order to maintain its validity until the last day of the warranty period specified in Article 21.2 (*Warranty Period for the Work*) letter(a), or the extended warranty period as specified in Article 21.2 (*Warranty Period for the Work*) letter (d).
  2. **Other validity and redemption arrangements**
     1. If the amount of the Bank Guarantee falls below the agreed amount as a proportion of the Price of the Work (excluding value added tax) as a result of any event other than drawdown (in particular, an increase in the Price of the Work of more than 0.5% over its previous total amount), the Contractor shall, within ten (10) days after becoming aware of such fact (or upon the Customer’s request), supplement the Bank Guarantee or ensure that the Bank Guarantee is replaced to the adjusted amount so as to maintain the percentage ratio of the Bank Guarantee to the current total Price of the Work (excluding value added tax).
     2. In the event that the Bank Guarantee is not extended and/or the Contractor fails to submit an extended or new Bank Guarantee to the Customer within the time limit set out in Article 11.1 (*Bank Guarantee for Warranty Performance*), letter (f) or Article 11.2 (*Other validity and redemption provisions*), letter (a) , the Customer shall be entitled to draw down the Bank Guarantee up to the full amount and to use the funds as a cash security (Section 2012 et seq. Civil Code) for the fulfilment of the Contractor’s obligations under this Contract until the expiry of the warranty period specified in Article 21.2 (*Warranty Period for the Work*) letter (a), or after its extension pursuant to Article 21.2 (*Warranty Period for the Work*) letter (d), and shall be entitled to set off against the Bank Guarantee so drawn any of its claims against the Contractor.
     3. If the Contractor becomes insolvent, for the avoidance of doubt, the Parties agree that the validity and enforceability of the Bank Guarantee shall not be affected.

# method of execution of the Work

* 1. **Completion and documents**
     1. The Contractor shall fulfil its obligation to perform the agreed Work by completing it properly and on time and handing it over to the Customer.
     2. In order to properly complete the Work, the relevant Contractor’s Documents must also be submitted to the Customer in accordance with Article 16 (*Contractor’s Documents*).
  2. **Qualification of the Contractor’s personnel**
     1. The Contractor shall use only qualified and professional personnel to perform the Work and other activities under this Contract. All professional work shall be performed by Contractor’s or subcontractors’ personnel who are appropriately qualified.
     2. The Contractor shall submit the proof of qualification of the personnel to the Customer upon the latter’s request.
  3. **List of Contractor’s staff**
     1. The Contractor shall provide the Customer within five (5) days of the handover of the Site with (i) a list of the Contractor’s principal management team members and the principal management team members of its subcontractors and their contact details, (ii) an indication of the interrelationship between the Contractor’s principal management team members and its subcontractors (organigram).
     2. For the purpose of securing access to the Customer’s premises, the Contractor shall provide to the Customer no later than 12:00 noon on the day preceding the day of the work (i) a nominal list of the Contractor’s new workforce and its subcontractors and (ii) the number plates of all vehicles that will require their first access to the Customer’s premises on that day.
  4. **Regulations**
     1. The Contractor shall carry out the Work in accordance with the Construction Documentation, applicable legal regulations and relevant binding Czech and European technical standards (CSN, EN).
     2. During the performance of the Work, the Contractor is obliged to comply with generally binding regulations, in particular in the field of occupational health and safety, environmental law, fire and hygiene regulations, regulations relating to the protection of property, as well as the internal regulations of the Customer, which affect the performance of the Contract and with which the Contractor is familiar. The Customer’s internal regulations in the scope of Annex 8 (*Risks at the Site*) are part of this Contract. The Customer shall keep the Contractor informed of any changes to them which may affect the execution of the Work and the performance of the Contract.
  5. **Environmental protection**
     1. The Contractor is obliged to act in the most environmentally friendly way possible when carrying out the Work. If the Contractor discovers that there is a risk of environmental damage during the execution of the Work, he is obliged to immediately suspend the Work and inform the Customer of this fact. In such a case, the Customer is obliged to provide the Contractor with the necessary instructions and information.
     2. The Contractor is obliged to refrain from activities that could directly or indirectly cause damage or endanger individual environmental components in order to prevent pollution and environmental damage.
     3. The Contractor is obliged to report to the Customer, in accordance with the applicable legal regulations and standards, all hazardous and potentially hazardous activities and hazardous risks that occur on the Customer’s premises in connection with the performance of the Contractor’s activities under this Contract, which threaten to cause damage to the environment. In particular, the Contractor shall report:
        1. any chemicals and compounds used that pose a threat to the environment; and
        2. operational activities that threaten the environment.
  6. **Waste management**
     1. The Contractor is the originator of the waste generated during the execution of the Work. The Contractor shall arrange for the management of such waste at his own expense in accordance with the applicable legislation, including any obligations in relation to the transport and disposal of hazardous waste. The Contractor is obliged to provide the Customer with written evidence of compliance with these obligations without undue delay at the Customer’s request.
     2. The Contractor is obliged to keep records of waste in the scope specified in Act No. 541/2020 Sb., on Waste, as amended. When handling waste, the Contractor shall comply with the obligations arising from the legal regulations in the field of occupational health and safety, health protection and protection of all components of the environment.
     3. The Contractor undertakes to meet the qualifications throughout the performance of the Work to the extent required in the Customer’s tender documentation used in the tender procedure for the most suitable tender in connection with the Subsidy Programme.
  7. **Avoiding obstacles and harm**
     1. The Contractor is obliged to organize the execution of the Work in such a way as to enable safe production operation on the Customer’s premises even during the execution of the Work. The Contractor shall carry out the Work in such a way as to cause the least possible disruption to the operational and production activities of the Customer. On the Customer’s premises, the Contractor shall respect the orders and rules set by the Customer, including the control authorisations of the security service.
     2. During the implementation of all parts of the Work, great emphasis will be placed on dust control and minimizing traffic constraints.
     3. The Contractor undertakes to keep the roads as well as other places used in the performance of this Contract clean and tidy. In the event of soiling or damage to these roads and other places, the Contractor shall continuously clean them at his own expense and shall restore them to their original condition at his own expense no later than upon handover of the Work.
     4. Furthermore, the Contractor shall not unreasonably or improperly restrict the performance of the Work:
        1. the convenience of the public, employees and/or visitors of the Customer; or
        2. access to and use of all roads and pavements, whether public or in the possession of the Customer or others.
     5. The Contractor is obliged to ensure that the Customer or third parties do not suffer damage or other harm as a result of such unjustified or inappropriate restrictions, and in the event of such damage, the Contractor is obliged to compensate the Customer or the relevant third party for any damage suffered.
     6. The Contractor undertakes to take all possible measures to minimise the risk of damage to the Site or elsewhere during the execution of the Work.
     7. The Contractor is also obliged to properly secure the Work in progress.

# SITE, OSH AND SAFETY PROCEDURES

* 1. **Handover of the Site**
     1. The Customer shall hand over the Site to the Contractor for the purpose of commencement of the Work in accordance with Article 8.2 (*Handover and Acceptance of the Site*).
     2. The handover and acceptance of the Site (at the commencement of the Work and after completion of the Work) shall be recorded in the construction log or in a separate report.
     3. Together with the handover of the Site, the Customer shall (i) hand over the electricity and water supply points; (ii) hand over the Site equipment area; and (iii) designate the entrance and entrance to the Site, unless otherwise agreed by the Parties.
     4. The Contractor shall thoroughly secure the Site to ensure the consistent safety and health protection of its employees, workers, subcontractors and suppliers on Site. The Contractor shall provide and mark routes for access and egress of its employees, workers, subcontractors and suppliers to or from the Site.
     5. In this context, the Customer undertakes to provide access to the Site to the extent necessary for the Contractor, its employees, workers, subcontractors and suppliers, the equipment, machinery and materials used by them.
     6. The Contractor is entitled, after prior discussion with the Customer, to place equipment, objects and mechanisms necessary for the execution of the Work within Site facilities.
     7. The Customer is obliged to provide the Contractor with free use of the Site from the date of handover until the date of take-back under this Contract.
     8. The security and protection of the handed over Site and its equipment and the Contractor’s workplace is the Contractor’s responsibility even during working hours and holidays.
  2. **Contractor’s activities on the Site**
     1. The Contractor shall confine its activities to the Site and to other areas agreed by the Customer as working areas. The Contractor shall take all necessary measures to ensure that the Contractor’s equipment and personnel remain only on the Site and in these other areas.
     2. During the execution of the Work, the Contractor shall be responsible for maintaining reasonable order on the Site, adjacent premises and access roads, shall ensure that there are no unnecessary obstructions on the Site and shall ensure the storage, staging or removal of any equipment or surplus materials, and shall be responsible for the removal of waste, debris, rubbish and surplus materials and for the removal of any temporary works no longer necessary for the execution of the Work.
     3. The Contractor shall ensure that the following are present at the Site:
        1. the construction manager on each day that construction work shall be performed on the Work;
        2. the project manager (project leader) at least once (1x) a week;
        3. the geologist (remediation engineer) on each day that construction work on the Work shall be performed in a contaminated area and further at all times during the contaminated soil works;
        4. the geotechnical engineer at least once (1x) a week while earthwork and foundation work will be performed; and
        5. the project manager at least once (1x) a week.
  3. **Access roads**
     1. The Customer undertakes to acquaint the Contractor with the access routes to the Site. By signing the protocol of handover and acceptance of the Site, the Contractor confirms that the access roads to the Site are suitable and accessible for the purpose of the Work.
     2. The Contractor shall use all reasonable means to prevent damage to highways or bridges connected to or located on the routes to the Site by any traffic of the Contractor or its subcontractors and suppliers, and in particular shall select routes, obtain permits for the transportation of oversize loads or any other special traffic, and use vehicles and limit and distribute loads so that any such extra traffic will be limited, so far as reasonably possible, and so that no unnecessary damage or injury will occur to such highways and bridges. The Contractor shall, as part of the Price of the Work, make his own arrangements for all necessary permits for the transportation of oversize loads or any other extraordinary transportation, and shall take all necessary precautions to perform for such transportation.
  4. **Site clearance**
     1. Unless otherwise agreed by the Parties (in particular where the Contractor will be remedying defects or deficiencies in the Work), the Contractor shall remove and clear the Site and the Work of all Contractor’s equipment, surplus material, debris, construction waste and temporary structures and equipment, except for what the Contractor will need to rectify defects or deficiencies in the Work, within the Completion Date, and the Customer agrees to allow the Contractor to do so. The Contractor shall restore the Site to the condition required by this Contract and shall leave the Site and the Work in a clean and safe condition.
     2. If all items to be removed in accordance with the preceding paragraph are not removed within five (5) days after they were to be removed by the Contractor, the Customer shall be entitled to have all or any of them removed from the Site and stored at the Contractor’s expense. The Customer shall be entitled to payment of the proven and reasonable costs reasonably incurred in connection with such removal.
  5. **Prohibition of unruly behaviour**
     1. The Contractor shall at all times take every precaution to prevent any unlawful, riotous or disorderly conduct by the Contractor’s personnel and to preserve the peace and protection of persons and property on or near the Site.
     2. The Contractor shall ensure that the Contractor’s and its subcontractors’ personnel are not under the influence of alcoholic beverages or toxic substances when entering the Site and that such beverages and substances are not consumed on the Site or while performing work off the Site.
     3. The Customer reserves the right to carry out random checks for alcohol, drugs and other intoxicants without prior notice and the Contractor is obliged to allow such checks to be carried out.
  6. **OSH and other rules on the Site**
     1. The Contractor shall ensure and be fully responsible for compliance with the relevant legal regulations, safety regulations, including those relating in particular to occupational health and safety, fire protection and environmental protection, by all its employees and subcontractors. The Contractor’s employees and its subcontractors shall be required to familiarise themselves with the regulations relating to OSH, occupational health, accident and casualty recording, fire and environmental protection, safety, gate control, hygiene, medical care, etc., as part of the initial induction training provided by the Contractor and shall confirm in writing that they have been informed of these regulations.
     2. The Contractor is obliged to take all measures to ensure the health and safety of the Contractor’s personnel, the personnel of subcontractors, the Customer’s personnel, or other persons during the execution of the Work. To this end, the Contractor shall draw up a detailed OSH and fire protection compliance and control plan, in particular a Site OSH plan.
     3. The Contractor is obliged to provide at his own expense for his workers and subcontractors all protective work tools, clothing, equipment and means for the work to be carried out. The Contractor shall be fully responsible for the health and safety of its workers, employees and subcontractors. Furthermore, the Contractor undertakes to comply with the relevant hygiene and fire regulations.
     4. The Contractor is obliged to instruct and certifiably train its and subcontractors’ workers in the proper use and maintenance of work tools in a condition corresponding to the relevant regulations governing OSH, fire protection, waste management and environmental protection.
     5. To the extent required by the relevant regulations, the Contractor shall ensure that a person demonstrably trained in first aid is present on the Site at all times and that the Site is equipped with first aid equipment.
     6. The Contractor hereby acknowledges that operation on the Site during the execution of the Work is inherently associated with the potential risks generally described in this Contract and further in Annex 8 (*Risks at the Site*). The Contractor shall ensure that all persons performing the Contract on its behalf familiar with the contents of Annex 8 (*Risks at the Site*).
     7. With regard to OSH, fire protection and risk prevention, in addition to complying with the basic requirements set out in the generally applicable rules and regulations for the Site as set out in Articles 13.6(a) to13.6(f), the Contractor shall ensure that the following requirements in particular are met in connection with the execution of the works on the Site:
        1. comply with the Customer’s internal guidelines as set out in Annex 8 (*Risks at the Site*) of this Contract; the provisions of this paragraph shall not relieve the Contractor of its obligation set out in Article 12.4 (*Regulations*) of this Contract;
        2. ensure compliance with the rules set out in the safety regulations and instructions issued by the Customer (if any);
        3. ensure the safety of all persons who have the right to be on the Site;
        4. make reasonable efforts to keep the Site free of unnecessary obstructions to prevent danger to persons;
        5. ensure that work on electrical equipment is managed by a person with appropriate knowledge and qualifications to meet the requirements of the applicable regulations;
        6. to ensure the investigation of work-related accidents to its workers and those of its subcontractors;
        7. to ensure, at his own expense, visible marking of the Contractor’s and his subcontractors’ personnel, equipment and machinery on the Site.
     8. The Contractor is also obliged to:
        1. to provide lighting, protection and guarding at the Site at least to the extent of fencing and gated enclosure until the Work is completed and handed over to the Customer;
        2. prevent unauthorized persons from accessing the Site, twenty-four (24) hours a day, seven (7) days a week, during the entire period of the Work. Authorized persons shall include only Contractor’s personnel, authorized personnel of the Customer, employees of public authorities as authorized by law to visit the Site, and any other persons authorized by the Customer to enter the Site or subcontractors of the Customer;
        3. to observe the rules of the road for vehicles on special purpose roads in the Customer’s locality;
        4. comply with the Customer’s rules governing the entry of persons with authorized access to the Customer’s premises;
        5. ensure the registration of its employees and those of its contractors entering the Site;
        6. adopt a system for the control of persons, vehicles and property;
        7. after completion of work activities on the Site, return to the Customer all documentation issued to its employees, if any, for entry to the Customer’s premises.
     9. The Contractor is responsible for compliance with the obligations set out this Article 13.6 (*OSH and other rules on the Site*).
     10. The Contractor is obliged to allow the Customer’s authorized persons to check the Contractor’s compliance with the obligations specified in this Article 13.6 (*OSH and other rules on the Site*).
     11. The Contractor is obliged to rectify any deficiencies regarding the compliance with the obligations set out this Article 13.6 (*OSH and other rules on the Site*) within a reasonable period of time set by the Customer.
  7. **Coordination of OSH and safety procedures**
     1. All activities related to occupational health and safety and fire protection will be carried out in mutual cooperation between the Customer and the Contractor. For the purpose of this cooperation, the Customer and the Contractor shall appoint and communicate to each other special representatives for OSH and fire protection, who are the OSH Coordinator for the Customer and the OSH Representative for the Contractor, on the day of handover of the Site.
     2. Each Party shall be entitled to give ten (10) days’ notice of any change in the person named in Article 13.7(a) or their contact details.
     3. The Contractor shall ensure the presence of an OSH Representative duly qualified for this activity on days when the Contractor and its subcontractors are present on the Site, who shall be present during the period of the works (full time).
     4. During the execution of the Work, the Contractor shall provide the OSH Representative with everything necessary for proper performance of its activities.
     5. The duties of the OSH Representative include, but are not limited to:
        1. to provide appropriate cooperation to the OSH Coordinator, to keep proper records of their activities and to allow them to consult and extract from these records;
        2. receive health and safety instructions from the OSH Coordinator, implement these instructions where necessary and ensure compliance;
        3. ensure initial training of all Contractor’s personnel, subcontractor’s personnel, or other persons on the Site and keep proper records of training conducted and planned;
        4. propose disciplinary measures in relation to the Contractor’s employees and its subcontractors in case of violation of OSH or other regulations;
        5. issue permits for hazardous work and record the issue of such permits properly;
        6. carry out regular inspection activities and keep records of them in the construction log;
        7. give instructions to persons on the Site and suggest corrective action; and
        8. any other obligations under this Contract.
     6. The Contractor shall maintain an injury and accident book in which it shall record all injuries, accidents, emergencies or other incidents as the Contractor deems appropriate (injuries, accidents, emergencies or other incidents as the Contractor deems appropriate hereinafter referred to as “**Incidents**”) occurring on or off the Site, if the off-Site Incident occurred in connection with the construction of the Work or the performance of any other activity on the Site. The injury and incident book shall be maintained by the Contractor in two (2) copies or such number as may be required by applicable law. The Contractor shall inform the Customer in writing of all Incidents, their causes and consequences, the manner in which the Contractor has dealt with the Incident in question and the measures taken by the Contractor to prevent any recurrence of such Incident. The Contractor shall comply with the obligation to inform the Customer under the preceding sentence immediately after the Incident as soon as the circumstances of the Incident permit, but no later than twenty-four (24) hours after the Incident. In cases of major Incidents where there is a risk of delay, in particular the risk of injury to other persons or the spread of the Incident to the Customer’s property, the Contractor shall comply with its information obligations as soon as it becomes aware of the Incident. The Contractor shall furthermore keep proper records and prepare and provide the Customer with reports on the health, safety and welfare of persons and damage to property at the Customer’s reasonable request.

# Construction log

* 1. The Contractor is obliged to keep from the commencement of the works until the defects specified in the Record of Acceptance of the Works are removed, a construction log in the Czech language in accordance with the legal regulations that regulate or will regulate its keeping.
  2. All sheets of the construction log shall be marked with ascending consecutive numbers. The construction log shall be kept electronically, and the Contractor shall at all times provide the Customer with unrestricted (online) access to the latest version of the construction log.
  3. The entries in the construction log shall not be considered as Change, but may serve as the basis for any changes to the Contract or as the basis for a Change. The Customer shall have the right to comment on the Contractor’s entries in the construction log.
  4. The persons listed in Article 32.1 as representatives of the Parties and the competent officials of the administrative bodies authorised to do so under the legislation are entitled to make entries in the construction log. The Contractor shall retain a copy of the construction log for a period of ten (10) years after the execution of the Record of Acceptance of the Work or for the period prescribed by law, whichever is longer.

# INFORMATION and documents for the Customer

* 1. All drawings, schematics, specifications, calculations, brochures, catalogues, submittals, samples, data, prints, certificates, parts lists, equipment lists, manuals, procedures, schedules, charts, reports and all similar documents (the “**Information**”) prepared by the Contractor under this Contract shall be available for inspection by the Customer at any time during their creation and shall be submitted promptly upon completion.
  2. All such Information to be submitted by the Contractor for review by the Customer shall be prepared by and at the expense of the Contractor and shall be prepared in accordance with the requirements set forth in this Contract; review of such Information submitted by the Contractor shall not relieve the Contractor of responsibility for its accuracy or its obligation to comply with all requirements under this Contract. The Contractor shall not modify or deviate from the Information without prior review of such modification or deviation by the Customer. The decisions of the Customer as to the adequacy and accuracy of the prepared Information shall be final and binding on the Contractor. All Information submitted by the Contractor shall be certified by the Contractor as correct and complete.
  3. The Contractor shall keep records showing the current status of all Information provided to the Customer and the status of all Information necessary for the successful performance of this Contract. A copy of this record shall be provided to the Customer upon request.
  4. **Drawings**
     1. For the purposes of this Article, the term “drawings” includes, but is not limited to, flow diagrams (PFDs), mechanical engineering diagrams (PIDs), construction, detail, fabrication, assembly, disassembly, building, adjustment, working, planning drawings, plot plans, piping, wiring and control diagrams, specifications, equipment lists, parts lists, prints, catalog cuts, or entire catalogs, brochures, and construction drawings required under this Contract or required by the Customer to demonstrate the Contractor’s plans for construction and commissioning of the Work or when required to demonstrate the Contractor’s plans for performance under this Contract.
     2. The Contractor shall maintain at the Site and other locations where the Work is being performed a complete set of relevant drawings that are up-to-date and include all changes and modifications at all times during the performance of the Work. The Contractor shall give the Customer free access to these at all times for inspection and review.
  5. **Introductory meeting**

No later than seven (7) days from the date of conclusion of the Contract, the Contractor shall hold an introductory meeting at a time and place proposed by the Customer to discuss all relevant topics related to the commencement of the Contractor’s performance of the Work and to arrange further meetings regarding the progress of the Work (times, locations, issues to be resolved, etc.).

# CONTRACTOR’S DOCUMENTS

* 1. **As-Built Documentation**
     1. The Contractor is obliged to provide the As-Built Documentation after the completion of the Work for the entire Work and for all the works performed by the Contractor in accordance with the applicable legal regulations. The Contractor shall ensure that the As-Built Documentation produced accurately corresponds to the actual condition and can be used for the purpose of issuing the Occupancy Decision. The Contractor shall complete and deliver the As-Built Documentation to the Customer as follows:
        1. one (1) copy of the draft As-Built Documentation in a clean copy in documentary form for the purpose of the Customer’s comments before the commencement of the handover and acceptance of the Work in accordance with Article 19.2 of the Contract; and
        2. three (3) copies of the As-Built Documentation in a clean copy in documentary form (with incorporated comments) no later than ten (10) days from the date of signing the Record of Acceptance of the Work;

with the individual drawings and text portions of the documentary form marked as the actual execution and signed by the Contractor’s representative; and

* + - 1. on the day of handing over the documentary form, the Contractor shall also hand over the As-Built Documentation in electronic form, text reports in \*.doc, \*.docx or \*.pdf format, drawings in \*.dwg and \*.pdf format / one (1) copy in digital form processed in Eplan including source codes.
    1. Until the issuance of the Operation Decision, the Contractor is obliged to incorporate within thirty (30) days at the latest the necessary comments of the Customer, modifications and changes to the As-Built Documentation requested by the Customer. After incorporating the modifications, comments and changes, the Contractor shall submit the revised As-Built Documentation as follows:
       1. one (1) copy of the As-Built Documentation (or only the affected parts, if the Customer so determines) in a clean copy in documentary form, with individual drawings and text parts of the documentary form marked as the actual execution and signed by the Contractor’s representative; and
       2. in electronic form, text reports in \*.doc, \*.docx, or \*.pdf format, drawings in \*.dwg and \*.pdf format / one (1) copy in digital form processed in Eplan including source codes.
  1. **Other Contractor’s Documents**
     1. Other Contractor’s Documents, other than the As-Built Documentation, shall be handed over by the Contractor to the Customer as soon as they are available and no later than before the commencement of handover and acceptance of the Work pursuant to Article 19.2 (*Actions prior to Handover and Acceptance of the Work*), always in a form and content acceptable to the Customer as follows:
        1. one (1) copy in paper and electronic form, unless the Customer determines that only the electronic form is sufficient.

# INSPECTIONS, Controls AND TESTING

* 1. **Inspections and inspection days**
     1. The Customer is entitled to continuously control the execution of the Work within the meaning of Section 2593 of the Civil Code. No such inspection shall relieve the Contractor of any of its obligations, responsibilities or liabilities under the Contract. The Customer or its representative shall have the right to reject any item of Work which it determines is not in accordance with the Contract.
     2. The agenda for the inspections and meetings will include, but not be limited to, a review of progress made in the previous period, an overview of schedules and plans for future activities, the status of personnel, equipment, security, material supply, current and anticipated difficulties, cooperation with other suppliers, and other relevant topics.
     3. If the Customer finds that the Contractor performs the Work in violation of its obligations, the Customer is entitled to demand the Contractor to eliminate the defects caused by the defective performance of the Work, or to give the Contractor a written instruction to that effect. The Contractor is obliged to remedy the identified deficiencies and defects without undue delay at his own expense.
     4. Any work to be performed by the Contractor (including replacement or repair of any item of Work) resulting from an inspection or rejection as set forth in this Article 17.1 (*Inspections and inspection days*) shall not be considered a change to the Work and shall not entitle the Contractor to any revision to the Schedule. All costs associated with such work shall be borne by the Contractor. If the review shows that the items are not defective, or if the reconsideration shows that the previously rejected items are not in fact defective, any time spent reviewing and temporarily rejecting items that are not defective shall entitle the Contractor to an extension of the Schedule. All costs incurred in this regard shall be borne by the Customer.
     5. After handover of the Site, regular inspection days will be carried out, unless otherwise specified by the Customer, once (1x) per week on a date and time specified by the Customer at least one (1) working day in advance. Minutes of each inspection day shall be taken, including, but not limited to, the date and location of the inspection day, a list of participants (representatives of the Parties and, where applicable, representatives of the Customer’s and Contractor’s subcontractors), the matters discussed and the conclusions reached, and the signatures of the participants. An entry shall be made in the construction log of the fact that the inspection day has taken place.
     6. The Customer’s employees and staff will:
        1. have full access to all parts of the Site, and
        2. during the course of manufacture, production and work (on the Site and elsewhere), be entitled to examine, inspect, measure and test materials and work and to control the production and manufacture of materials.
     7. The Contractor shall give the Customer’s personnel full opportunity to carry out all such operations, including providing access. No such specific action by the Customer’s personnel shall relieve the Contractor of any obligation or liability under this Contract, and the Customer undertakes not to abuse or misuse said authority, in particular to ensure that the exercise of such authority does not prevent or substantially limit the Contractor’s operations.
     8. The Contractor shall inform the Customer at least three (3) working days in advance or within another agreed period of time, of the completion of any works prior to their covering. The Customer shall then either carry out the appropriate inspection, measurement or tests at the time specified in the Contractor’s notice or promptly notify the Contractor that it does not require the inspection or measurement to be carried out. The Contractor shall submit to the Customer the results of the tests (if required or resulting from this Contract, the Construction Documentation, the relevant legal regulations or the relevant binding Czech and European technical standards (CSN, EN) and data concerning the quality of the materials used in the works to be covered.
     9. If the Contractor fails to provide the Customer with the relevant notification, he is obliged to uncover the completed and covered construction work at the Customer’s request and at his own expense and subsequently restore it to its original state.
     10. If the Customer does not inspect or measure the technological equipment and materials after a duly made request by the Contractor, or does not submit a notification that such inspection or measurement is not required, the Contractor is entitled to cover up the relevant work. In such case, the relevant inspections and measurements shall be deemed to have been carried out in the presence of the Customer. Should the Customer later request that the relevant work be uncovered, the Contractor shall be obliged to do so. In the event that no defect in the Works is found (such request for uncovering being a Change), the Contractor shall uncover the Works at the Customer’s expense. In the event that a defect in the Works is discovered during such uncovering, the Contractor shall bear the cost of uncovering and remedying the defects in the Works.
  2. **Testing**
     1. This Article 17.2 (*Testing*) applies to all tests of technological equipment, materials and works required by or resulting from the Contract, in particular the Construction Documentation, legal regulations and relevant binding Czech and European technical standards (CSN, EN).
     2. The Contractor shall furnish or procure all apparatus, assistance, documents and other information, electricity, equipment, propellants, fuel, tools, materials and labour, suitably qualified and experienced personnel, or such other matters as may be necessary for the efficient conduct of the tests.
     3. The Contractor shall notify the Customer at least three (3) working days in advance, unless otherwise agreed, of the date and location of said tests of any technological equipment, materials and other components of the Work. If the Customer fails to appear at the notified time and place, the Contractor shall be entitled to carry out the tests independently, provided that such tests shall be deemed to have been carried out in the presence of the Customer.
     4. In accordance with Article 22 (*Changes*), the Customer shall be entitled to change the location or details of the said tests or to request the Contractor to carry out additional tests. If the modified or additional tests demonstrate that the process equipment, materials or execution of the work is not in accordance with the Contract, the Contractor shall bear the cost of making the relevant Change, otherwise the Customer shall bear such cost.
     5. The Contractor shall deliver duly certified test reports to the Customer without delay. Once the required tests have been carried out and the Customer has received the test reports from the Contractor, the Customer shall endorse the test reports to the Contractor or issue a certificate of equal validity to the Contractor. If the Customer has not been present for the tests, the Customer shall be deemed to fully accept the test results as correct, but this shall not preclude the Customer from requiring other or additional tests to be carried out in accordance with this Article 17.2 (*Testing*).
  3. **Rejection**
     1. If, as a result of investigation, inspection, measurement or testing, the Customer finds that any technological equipment, materials or work are defective or otherwise not in accordance with the Contract, the Customer may reject the technological equipment, materials or work by notifying the Contractor, stating the reasons. The Contractor shall then promptly correct the defect and ensure that the rejected item conforms to the Contract.
     2. If the Customer requires that such process equipment, materials or work be retested, the tests shall be repeated under the same conditions. If the delay and retesting causes additional costs to the Customer, the Contractor shall pay such proven and reasonable costs to the Customer.
     3. The Contractor shall, at his own expense, retest the replaced or repaired process equipment, materials, or workmanship in accordance with the terms of Article 17.2 (*Testing*). In the event of failure of retesting, the procedure in Article 17.4 (*Repair of Work*) shall be followed.
     4. For the avoidance of doubt, failure to give express disapproval of works, technological equipment or materials shall not constitute approval, except where the Contractor has repeatedly requested such approval from the Customer and the Customer has failed to object without good cause.
  4. **Repair of Work**
     1. Notwithstanding any previous tests or certifications, the Customer shall be entitled to require the Contractor, prior to the issue of the Record of Acceptance of the Work, to:
        1. remove from the Site and replace all technological equipment and materials that are not in accordance with the Construction Documentation and the Contract;
        2. remove and correct any additional work not in accordance with the Construction Documentation and the Contract; and
        3. carry out any work that is urgently required for safety on the site, whether due to an accident, unforeseen event or otherwise.
     2. The Contractor shall comply with the above requirement without undue delay and, in the event of an emergency pursuant to paragraph 17.4(a)(iii) immediately.

# SUSPENSION OF the Performance of THE WORK

* 1. The Customer is entitled to suspend the performance of the Work, either in whole or in part, by written notice to the Contractor, effective upon delivery to the Contractor, if any of the following occurs:
     1. the Contractor materially violates generally binding legal regulations, decisions or instructions of a public authority, provisions of the Contract, or performs the Work in a manner that jeopardizes its safe performance, or in any way fails to perform any of the material obligations of this Contract; or
     2. there will be a case of Force Majeure.
  2. The Contractor shall be entitled to suspend performance of the Work only in the event of default by the Customer in payment of an undisputed invoice, provided that the amount of the late payment corresponds to at least twenty percent (20%) of the Price of the Work. In such case, the Contractor shall deliver a notice to the Customer clearly stating its intention to suspend performance of the Work within thirty (30) days unless the late payment is remedied by the Customer. After the expiration of thirty (30) days from receipt of the Contractor’s notice, and in the event that no remedial action is taken by the Customer or the Parties agree otherwise, the Contractor may suspend performance of the Work in accordance with its notice.
  3. Any notice of suspension shall specify which portion of the Work is to be suspended, the effective date of the suspension, and the date on which the Work is expected to resume, if such date can be determined. After the issuance of such notice, the Contractor shall prepare a preservation plan for the period of suspension of the Work and a mobilization plan for the resumption of the Work, if this can be specified.
  4. If the circumstances referred to in Article 18.1(a) occur, the Customer may immediately suspend the execution of the Work by written notice to the Contractor, which suspension may last until the circumstances giving rise to the suspension are removed. This situation shall not entitle the Contractor to claim for payment of any costs, changes to the Work or extension of time for completion of the Work. Notwithstanding the foregoing, except for suspension pursuant to Article 18.1(b), the Customer’s entitlement to liquidated damages shall not be affected.
  5. In all cases of suspension of performance of the Work or any part thereof, the Contractor shall comply with any additional instructions reasonably communicated by the Customer regarding the protection, safeguarding, supervision and preservation of the Work.
  6. If, in the event of suspension of the Work pursuant to Article 18.1(a), the Customer does not give the Contractor consent to proceed with the Work within three (3) months of such suspension, this shall have the same effect as the Contractor’s receipt of a notice of withdrawal from the Contract pursuant to Article 24.2 (*Withdrawal of the Customer*).
  7. Prior to any resumption of work on the Work, the Customer and the Contractor shall mutually agree in good faith on an amendment to the Contract to modify the Contract to include the effects of the suspension of work on the Work and the resumption of work on the Work by the Contractor.

# COMPLETION, Handover and Acceptance of the Work

* 1. **Completion of the Work**
     1. Completion of the Work shall be deemed to be the completion of the Work without defects and deficiencies preventing (alone or in conjunction with others) the use of the Work or substantially limiting its use and the acceptance of the Work by the Customer, after fulfilling the conditions set out in Article 19.2 (*Actions prior to Handover and Acceptance of the Work*) and Article 19.3 (*Acceptance Procedure and Acceptance of the Work*) of this Contract.
     2. For the avoidance of doubt, the Work shall be completed on the date on which the Customer signs the Record of Acceptance of the Work in accordance with Article 19.3(c), or such other date as the Customer may specify in the Record of Acceptance of the Work in agreement with the Contractor.
     3. Completion in the above sense, however, shall in no way affect the Contractor’s obligations to complete the Work and to properly perform this Contract, including but not limited to, remedy any defects and deficiencies discovered upon handover of the Work or during the warranty period.
     4. The Contractor shall deliver the Work to the Customer no later than the Completion Date. The Contractor shall be entitled to complete and hand over the Work as a whole until the Completion Date, in which case the Customer undertakes not to refuse or delay acceptance of the Work without serious reasons.
  2. **Actions prior to Handover and Acceptance of the Work**

The Work is eligible for handover and acceptance if:

* + 1. it is performed to the extent specified in the Contract, with only defects and incompletions that do not, by or in conjunction with others, functionally prevent the use of the Work or substantially limit its use;
    2. the Contractor has submitted to the Customer a draft of the As-Built Documentation in the specified format and content according to the Article 16.1 (*As-Built Documentation*) letter (a) point (i); and
    3. the Contractor shall provide the Customer with other Contractor’s Documents in the format and content specified in Article 16.2 (*Other Contractor’s Documents*) (a) point (i);
    4. the Contractor has provided the Customer with the original copy of the Bank Guarantee in the specified format and content according to the Article 11.1 (*Bank Guarantee for Warranty Performance*).
  1. **Acceptance Procedure and Acceptance of the Work**
     1. The Contractor shall request the acceptance procedure in writing from the Customer after fulfilling all the conditions specified in Article 19.2 (*Actions prior to handover and acceptance of the Work*). The Customer shall confirm the date of the acceptance procedure to the Contractor within five (5) working days after receipt of the Contractor’s request.
     2. On handover of the Work, an acceptance inspection will be carried out in the presence of both Parties.
     3. After the acceptance inspection, the Customer:
        1. issue and countersign a record of acceptance of the Work indicating the date on which the Work was duly completed in with the Contract (unless another date is expressly stated, such date shall be the date of issue of the record), such draft record of acceptance to be prepared by the Customer and signed by both Parties (the “**Record of Acceptance of the Work**”); or
        2. refuses to issue and co-sign the Record of Acceptance of the Work, stating the reasons and specifying the defects to be corrected by the Contractor in order to issue the Record of Acceptance of the Work. The Contractor shall then rectify such defects and invite the Customer to issue a Record of Acceptance of the Work by further notice under this Article; or
        3. issue and co-sign a Record of Acceptance of the Work with an inventory of defects not preventing proper use, describing how they manifest themselves and indicating a reasonable time limit for their removal.
     4. For the avoidance of doubt, it is expressly agreed that the Customer shall be obliged to issue a Record of Acceptance of the Work even if the Work has defects or deficiencies which do not, by themselves or in conjunction with others, functionally prevent the use of the Work or substantially limit its use, provided that the Contractor’s other obligations under Articles 19.1 (*Completion of the Work*) to 19.2 (*Acts prior to Handover and Acceptance of the Work*) of this Contract have been fulfilled.
     5. The work shall be completed and handed over to the Customer as a whole.
     6. The conclusions set out in the Record of Acceptance of the Work shall be binding on both Parties.

# TRANSFER OF OWNERSHIP AND TRANSFER OF RISK OF DAMAGE

* 1. The Contractor bears the risk of damage to the Work from the time of acceptance of the Site until the time of acceptance of the Work by the Customer on the basis of the Record of Acceptance of the Work.
  2. The Contractor shall be responsible for the care of the Work or any part thereof until the date of handover of the Work in accordance with the Record of Acceptance of the Work and shall be liable to make good at his own expense any loss or damage which may occur to the Work or any part thereof from any cause during that period. In particular, the Contractor shall be liable for any loss or damage to the Work caused by the Contractor or its subcontractor in the course of the Work.
  3. The ownership of the Work shall pass to the Customer continuously as the Work is being constructed. The materials and technological equipment shall become the property of the Customer at the moment they are incorporated into the Work.

# Liability for Defects in the Work and Quality Warranty

* 1. **Completion of remaining works and remedy of defects**
     1. To ensure that the Work, the Contractor’s Documentation, and each part of the Work is in the condition required by the Contract (natural wear and tear) on the date the applicable warranty period expires, the Contractor shall:
        1. complete all work remaining to be done and remedy any defects noted in the Record of Acceptance of the Work and remedy deficiencies and incomplete work and relating to the execution of the Work as directed by the Customer; and
        2. carry out any work required to remedy defects notified by the Customer (or on its behalf) during or on the date of expiry of the warranty period for the Work or part of the Work.
     2. The Customer shall notify the Contractor of any defects of the Work that become apparent during the warranty period at any time during the warranty period, but no later than on the last day of the warranty period, stating their description, how they manifest themselves, or how they propose to remedy them. The Customer undertakes to notify the Contractor without undue delay of any defect in the Work discovered by the Customer.
     3. The Contractor undertakes to carry out all work to remedy a duly notified defect in the Work free of charge and without undue delay, including inspection of the notified defect in the Work, determination of the procedure and individual steps necessary for the removal of the notified defect in the Work, while it shall commence the work to remedy the duly notified defect in the Work within three (3) days of notification, unless the Parties agree otherwise in a particular case, provided that the date for remedying the defect shall be agreed by the Parties or, if the Parties do not agree, shall be fixed by the Customer taking into account feasibility and its needs. This applies to defects not preventing the use of the Work. In the event of defects preventing the use of the Work, the Contractor shall proceed to remedy such defects within twenty-four (24) hours of written notification by the Customer.
     4. The warranty period does not apply to defects caused by the use of items provided by the Customer, for which the Contractor could not have detected their unsuitability even with the exercise of professional care, to defects caused by the Customer’s unprofessional handling, improper or inappropriate maintenance or non-compliance with the manufacturers’ regulations for the operation and maintenance of the equipment, which the Customer has received from the Contractor (e.g. manuals, warranty conditions) or about which the Customer’s workers and employees have been demonstrably instructed (e.g. operator training). The warranty period also does not apply to defects caused intentionally or by gross negligence by persons other than the Contractor’s employees or its subcontractors.
     5. In relation to the part of the Work that has been subject to warranty repair, the warranty period shall commence and continue to run upon acceptance of the repair by the Customer after the removal of any defects and deficiencies in the repair pointed out by the Customer upon acceptance. In the event that a part of the Work is replaced by the Contractor with a new element as part of the resolution of claims for defects in the Work, then the Contractor shall provide a new warranty for that element, the warranty period shall commence on the date of acceptance by the Customer and shall continue for the period specified in the Contract.
     6. All work to remedy defects and to complete incomplete works under this Article 21 (*Liability for Defects in the Work and Quality Warranty*) shall be at the Contractor’s risk and expense.
  2. **Warranty** **period for the Work**
     1. The Contractor provides a quality guarantee for the Work and is responsible for the fact that all parts of the Work (including but not limited to, all construction elements of the Work and all technological equipment) will have the characteristics specified in the relevant legal regulations, the Construction Documentation, relevant binding Czech and European technical standards (CSN, EN) and corresponding to the purpose of the Contract, for a warranty period of [to be completed by the Contractor; minimum of sixty (60) months].
     2. The Contractor warrants to the Customer that the Work and any part thereof will be fully functional, serviceable and free from any defects throughout the warranty period.
     3. The length of the warranty period shall be calculated from the date of execution of the Record of Acceptance of the Work, provided that in the case of defects that do not prevent the proper use of the Work specified in the Record of Acceptance of the Work, the length of the warranty period shall be calculated from the date of removal of such defects.
     4. The warranty period for the Work is extended to the extent and for the period of time that the Work or parts thereof cannot be used for the purposes for which they were intended due to defects.
  3. **Failure to complete remaining work, failure to remedy defects**

If the Contractor fails to complete the remaining work or remedy defects within the time limits under this Contract, the Customer shall be entitled (at its discretion) to carry out the relevant work itself or have it carried out by another person at the Contractor’s expense. The Contractor shall then reimburse the Customer for the reasonable, demonstrable and reasonably incurred costs incurred in remedying the defects or damage within fifteen (15) days of receipt of the Customer’s request by the Contractor. Where the warranty conditions of the relevant part of the Work indicate that warranty repairs may only be carried out by an authorised person under loss of warranty rights, the Customer shall be entitled to engage only such person to remedy the defects.

# Changes

* 1. **Changes**
     1. The Customer is entitled to propose a Change at any time prior to the execution of the Record of Acceptance of the Work. At the Customer’s request, the Contractor shall prepare a written proposal for the Contractor’s Change (the “**Change Proposal**”) within a reasonable time from the date of receipt of the Customer’s proposal, or within a time agreed by the Parties. The Contractor is entitled to propose the implementation of the Change to the Customer. If the Customer agrees to the Contractor’s Change Proposal, the Parties shall confirm the Change Proposal by the signatures of a representative of the Customer and a representative of the Contractor authorized to sign the Change Proposal under this Contract. On the date of signature of the Change Proposal, it shall be deemed to be the Parties’ agreement to amend this Contract and shall give rise to the changes set out therein. In the event that the Parties fail to agree on the contents of the Change Proposal, the Parties undertake to enter into good faith negotiations to reach a mutual agreement.
     2. The Customer shall be entitled to issue a Change Instruction at any time prior to the execution of the Record of Acceptance of the Work and the Contractor shall be obliged to comply with it (the “**Change Instruction**”). The Contractor shall commence work or activities in accordance with the Change Instruction and complete them without undue delay, even there is no agreement between the Parties on the impact of the Changes specified in the Change Instruction on the Price of the Work or the Schedule (time of performance), but the foregoing shall not relieve the Parties of their obligation to negotiate and find agreement on such impacts. The Change Instruction does not relieve the Contractor of the obligation to notify the Customer of any inappropriateness of the Customer’s instruction. The Contractor shall not be entitled to refuse to implement a Change Instruction instructed to it in writing by the Customer, except where the total scope of the Changes is to exceed or has already exceeded the sum of CZK 10,000,000. Change Instructions are authorised to be issued on behalf of the Customer by the Customer’s representative pursuant to Article 32.1(a) or by the Customer’s statutory body.
     3. Until the Change Proposal has been signed by the Parties or a Change Instruction has been issued, the Contractor shall not be entitled to deviate from the agreed specification of the Work and progress of the Work, except to avert damage in cases where damage could not otherwise be averted and the Change Proposal or Change Instruction could not be obtained from the Customer in time.
     4. The Contractor shall prepare each Change Proposal to include:
        1. a description of the work to be carried out during the execution of the Change, elaborated in detail in the Construction Documentation and other documents that the Contractor follows during the execution of the Work;
        2. the revised Itemized Budget, or amendments thereto, including all items affected by the Change;
        3. a change to the Price of the Work, including the valuation of the individual items affected by the Change, if the Change results in a change to the Price of the Work or any component of the Price of the Work; and
        4. adjustments to the Schedule and the Completion Date if the Change results in a change to the Schedule and the Completion Date.
     5. The change in the Price of the Work shall always be determined on the basis of the unit prices shown in the Itemized Budget. Should the unit price according to the original Itemized Budget not be available, the unit price determined according to the price list of construction works contained in the “price system” of ÚRS CZ a.s. current as of the date of preparation of the price offer of the Change shall be used as a binding basis. The impact on the Schedule will then be determined by agreement of the Parties according to the shortest technologically and organisationally feasible timeframe for the Change.
     6. The Contractor shall keep all records of Changes, even if only proposed or discussed, throughout the duration of the Work.
     7. The Contractor shall carry out the Change in accordance with the Change Proposal or in accordance with the Change Instruction and ensure that the Change is indicated in the As-Built Documentation.
  2. **Changes due to breach of the Contractor’s obligations**

If the need for the Change was caused by a breach of duty on the part of the Contractor, then (i) any additional costs incurred by the Contractor or unnecessarily incurred earlier costs associated with the Change shall be borne by the Contractor and the Price of the Work shall not be increased by them, or, if such costs have already been paid by the Customer, the Customer shall be entitled to reimbursement; and (ii) if the Change results in a failure to meet the Schedule, the Contractor shall be deemed to be in default of the progress of the Works with all the consequences thereof.

* 1. **Changes due to breach of the Customer’s obligations**

If the need for the Change was caused by a breach of duty on the part of the Customer, then (i) any additional costs incurred by the Contractor, or unnecessarily incurred earlier costs associated with the Change, shall be borne by the Customer and the Price of the Work shall be increased by such costs; and (ii) if the Change results in a failure to meet the Schedule, such failure to meet the Schedule shall not be deemed to be a default by the Contractor.

# Circumstances excluding liability

* 1. Circumstances excluding liability within the meaning of Section 2913(2) of the Civil Code shall be understood exclusively as Force Majeure and Unpredictable Conditions.
  2. The Party affected by the circumstances excluding liability shall immediately notify the other Party of their existence.
  3. Each Party shall use its best efforts to minimize the adverse consequences of circumstances excluding liability.
  4. The further progress of the work shall be governed by the agreement of the Parties in the event of the intervention of circumstances excluding liability. If such circumstances excluding liability necessitate a Change, the provisions of Article 22.1(a) shall apply to the activities concerned.
  5. The party affected by the circumstances excluding liability shall not be in default in the performance of its obligations to the extent and for the duration of those circumstances.
  6. If the work is interrupted due to circumstances excluding liability, then the costs associated with this, including site security, shall be borne by the Contractor together with the Customer in a 1:1 ratio.
  7. In the event that circumstances excluding liability lead to a Change, any increase in the Price of the Work shall be borne by the Customer.

# Termination of the Contract

* 1. **A call for remedy**

If the Contractor fails to comply with any obligation under the Contract, the Customer shall be obliged to notify the Contractor to remedy the breach within a reasonable period of time unilaterally determined by the Customer, provided that such period shall not be less than fifteen (15) days and the remedy of the Contractor’s breach shall be technically feasible within such period of time, unless an alternative period is expressly provided for in this Contract. In the event of withdrawal for cause pursuant to Article 24.2 (*Withdrawal of the Customer*) letters (b), (c), (e) or (j), the Customer shall be entitled to withdraw the Contract immediately upon receipt of the notice of withdrawal on without being obliged to provide an additional reasonable period of time to cure.

* 1. **Withdrawal of the Customer**

The Customer has the right to withdraw from the Contract if:

* + 1. the Contractor grossly breaches its obligations, whereby a gross breach of obligations is considered to be in particular a failure to maintain the required quality of the Work and a failure to comply with generally binding regulations; or
    2. the Contractor is more than fourteen (14) days late in meeting milestones against the Schedule; or
    3. the Contractor fails to properly proceed with the Work for more than thirty (30) days or otherwise expressly indicates its intention not to proceed with its obligations under this Contract; or
    4. the Contractor has become factually or legally incapable of performing the Work; or
    5. the Contractor is in Bankruptcy; or
    6. the Contractor has breached any of the obligations relating to the Bank Guarantee set out in Article 11 (*Bank Guarantee*); or
    7. the Contractor enters into contract(s) with subcontractor(s) to perform all or a major portion of the Work or assigns this Contract without the Customer’s consent; or
    8. the Contractor breaches the obligation to maintain insurance as described in Article 7.2; or
    9. any other reason for withdrawal by the Customer set out in this Contract or provided for by law occurs; or
    10. is the maximum total amount of contractual penalties that the Customer is entitled to claim under Article 25.2, or Article 25.3, or Article 25.4.
  1. **Withdrawal of the Contractor**

The Contractor is entitled to withdraw from the Contract exclusively if:

* + 1. the Customer is in default in any undisputed payment to the Contractor for a period of more than thirty (30) days from the due date if the amount of the late payment is at least twenty percent (20%) of the Price of the Work and fails to make such payment even within the additional period of fifteen (15) days specified in the Contractor’s written notice to the Customer; or
    2. the customer is in Bankruptcy.
  1. **Withdrawal due to circumstances excluding liability**

Either Party shall be entitled to withdraw from this Contract if the circumstances excluding liability set forth in Article 23.1 prevent the continuation of the Work for more than four (4) months.

* 1. **Effects of withdrawal**
     1. The withdrawal shall take effect on the date on which the notice of withdrawal is delivered by the withdrawing Party to the other Party.
     2. In the event of non-completion of the Work due to the Customer’s withdrawal from the Contract, the Contractor is entitled only to compensation for the costs reasonably incurred for the performance of the Work, to the extent that the results of its previous activities are usable for the Customer, less demonstrable and reasonable costs reasonably incurred by the Customer due to the non-completion of the Work. However, the Contractor shall only be entitled to reimbursement of those costs incurred up to the time of the notice of intention to withdraw (or notice of withdrawal in cases where an additional reasonable period of time is not required).
     3. In the event of termination of the Contract due to the Contractor’s withdrawal or in the event of non-completion of the Work due to existence of circumstances excluding liability, the Contractor shall be entitled to reimbursement of a portion of the Price of the Work proportionate to the extent of the duly completed work, as well as reasonable and justified overhead costs incurred in this connection.
     4. In the event of the Customer’s withdrawal from the Contract within the meaning of Article 24.2 (*Withdrawal of the Customer*), the Contractor shall not be entitled to claim any compensation from the Customer for damages, including in particular costs which the Contractor may have committed to pay to its subcontractors as a result of the early termination of contractual relations with the subcontractors.

# contractual penalties

* 1. For breach of the Contractor’s obligations set out in the Contract, the Parties negotiate the following contractual penalties:
     1. if the Contractor breaches the obligation to progress the Work by failing to meet any milestone set out in the Schedule (other than the Readiness for Phase II and the Completion Date), the Contractor shall pay the Customer a contractual penalty of 0.05% of the Price of the Work for each day of delay;
     2. if the Contractor breaches the obligation to complete the milestone of Readiness for Phase II within the deadline set according to the Schedule, the Contractor shall pay the Customer a contractual penalty of 0.3% of the Price of the Work for each day of delay;
     3. if the Contractor breaches the obligation to complete the Work within the Completion Date, the Contractor shall pay the Customer a contractual penalty of 0.2% of the Price of the Work for each day of delay;
     4. if the Contractor is in delay in submitting the As-Built Documentation pursuant to Article 16.1(a)(ii) or if it is in delay in incorporating the Customer’s necessary comments, modifications and changes pursuant to Article 16.1(b), it shall pay the Customer a contractual penalty of 0.05% of the Price of the Work for each day of delay;
     5. in the event that the Contractor breaches a written instruction given by the Customer, including an instruction given by the Customer at an inspection day as set out in the minutes of the inspection day pursuant to Article 17.1(e) and including any Change Instruction, and fails to remedy the same within fourteen (14) days of the date of the instruction, the Contractor shall pay to the Customer a contractual penalty of 0.1% of the Price of the Work for each day of delay;
     6. if the Contractor is in delay with the removal of defects reported within the warranty period within the specified deadlines, the Contractor shall pay the Customer a contractual penalty of 0.1% of the Price of the Work for each day of delay;
     7. if the Contractor fails to fulfil the obligation to deliver to the Customer and/or maintain the validity of the Bank Guarantee complying with the requirements under this Contract within the stipulated time, the Contractor shall pay the Customer a contractual penalty of 0.1% of the Price of the Work for each day of delay;
     8. if the Contractor breaches any of the obligations stated in Article 12.7 (*Avoiding Obstacles and Harm*), Article 13.2 *(Contractor’s Activities on the Site*), Article 13.3 (*Access Roads*), Article 13.5 (*Prohibition of unruly behaviour* ), Article 13.6 (*OSH and Other Rules on the Site*) or Article 13.7 (*Coordination of OSH and Safety Procedures*), the Contractor shall pay the Customer a contractual penalty of CZK 25,000 for each case of breach;
     9. if the Contractor breaches any of the obligations specified in Article 12.5 (*Environmental protection*) or Article 12.6 (*Waste management*), the Contractor shall pay the Customer a contractual penalty of CZK 100,000 for each case of breach;
  2. The maximum amount of contractual penalties under Articles 25.1(a) to 25.1(e) that the Customer is entitled to demand and that the Contractor will be obliged to pay under this Contract may reach a maximum of 15% (in words: fifteen percent) of the Price of the Work.
  3. The maximum amount of contractual penalties under Articles 25.1(f) to 25.1(i) that the Customer is entitled to demand and that the Contractor will be obliged to pay under this Contract may reach a maximum of 10% (in words: ten percent) of the Price of the Work.
  4. The Parties agree that the maximum total amount of contractual penalties that the Customer is entitled to demand and that the Contractor will be obliged to pay under this Contract may reach a maximum of 20% (in words: twenty percent) of the Price of the Work.
  5. The payment of any contractual penalty under this Contract shall not affect the Customer’s right to compensation for material and non-material damage in an amount exceeding the contractual penalty paid for breach of the Contractor’s obligation under this Contract.
  6. The following shall apply to all articles of this Contract relating to liquidated damages. The Contractor shall pay the liquidated damages to the Customer’s account within fourteen (14) days of receipt of the relevant notice from the Customer.

# CONTRACTOR’S LIABILITY

* 1. The Contractor shall be liable for all damages caused to the Customer during the performance of the Work in full. The conclusion of insurance according to Article 7 (*Contractor’s Insurance*) or the conclusion of other insurances not expressly mentioned in that Article shall in no way limit the Contractor’s liability for damage caused by the breach of its obligations agreed in this Contract or provided for by law, nor shall it relieve the Contractor of its liability.
  2. The Parties agree that the maximum total amount of damages which the Customer shall be entitled to claim and which the Contractor shall be obliged to pay under this Contract shall not exceed 35% (in words: thirty-five percent) of the Price of the Work. For the avoidance of doubt, this limit shall apply in addition to the contractual penalties under Articles 25.2 to 25.4 of this Contract.

# License

* 1. If a work of authorship arises in connection with the performance of the Work under this Contract, or if the Work, any part thereof or any document submitted to the Customer or used by the Contractor in the performance of this Contract is subject to protection under the Copyright Act (the “**Copyright work**”), the Contractor hereby grants the Customer the right to exercise the right to use the Copyrightwork in its original or modified form in accordance with Section 2358 et seq. of the Civil Code:
     1. for the duration of the proprietary copyright;
     2. on a territorial scale for the whole world;
     3. for any use;
     4. in unlimited quantities; and
     5. solely in accordance with the other terms of the Contract;

(the “**License**”).

* 1. The license includes the exclusive right of the Customer to perform the following acts in relation to the Copyrightwork during the term of the Contract: publication, modifications including reworking, processing including translation, merging with another work, inclusion in a collective work, public performance of the Copyright work under the name of the Customer, completion of the unfinished Copyright work. The Contractor shall secure any necessary consent of third parties to the above and to the assignment of this right to third parties in the context of the assignment of the Licence or the granting of a sub-licence.
  2. The Customer is not obliged to use the Licence.
  3. The Customer is entitled to sub-license or assign the Licence to any third party within the scope of the Licence without limitation.
  4. If the Copyright work has the regime of an employee work according to Section 58 of the Copyright Act, i.e. the Contractor is (considered to be) an employer (employer), the Contractor, by performing the Copyrightwork, assigns the right to exercise the proprietary copyrights to such employee work (Copyrightwork) to the Customer without further delay. At the same time, the Contractor shall ensure, with respect to its employees and/or subcontractors, that the said right to exercise proprietary copyrights can be assigned to third parties without any restriction.
  5. At the Customer’s request, the Contractor shall ensure the execution/signing of any documents or documents that may be necessary to give legal effect to this Article of the Contract and its purpose, which is the granting by the Contractor, to the maximum extent permissible under Czech law, of the exclusive right to use the Copyrightwork to the Customer, or the assignment of the right to exercise the proprietary copyright in the Copyrightwork.
  6. Based on this Article of the Contract, the Contractor shall not be entitled to use or license the CopyrightWork to a third party, even in part, unless the Parties agree otherwise in writing or the Customer orders the Contractor to further develop/alter the Copyrightwork.
  7. In the event that the performance of the Work under this Contract requires the use of a copyrighted work to which the Contractor is not entitled to exercise proprietary rights, the Contractor undertakes to secure the right to exercise such proprietary rights from authorized third parties, including the right to sublicense and assign the license to such copyrighted works. In such case, the Contractor shall grant the Customer a sub-licence in respect of such third party copyright works to the same extent and under the same conditions as the Contractor has (sub)licensed from the third party (the “**Third Party Licence**”).
  8. The Parties agree that, unless otherwise provided in a particular case or unless otherwise provided by a particular agreement, the consideration for the provision of the Licence and the Third Party Licence is included in the Price of the Work from an economic point of view and by agreement of the Parties, and as such the Licence and the Third Party Licence are gratuitous.
  9. The License under this Contract shall apply to the maximum extent permitted by Czech law not only to the Copyright work, but also to any results of rights to intangible goods, including know-how, inventions, utility models, industrial designs, improvement designs, etc., that the Contractor creates in the course of performing the Work (the “**Objects of rights in intangible goods**”). The Contractor hereby grants a Licence also to the Objects of rights in intangible goods for the remuneration set out in this Article of the Contract.

# LANGUAGE

* 1. The Contract is drawn up in the Czech language.
  2. All correspondence and other documents relating to the Contract exchanged between the Parties shall be written in the Czech language, except for the cases specified in this Contract and cases agreed by the Parties where another language shall be used.
  3. The documentation to be submitted to Czech authorities and institutions for comments, opinions or approval shall be in the Czech language.

# APPLICABLE LAW

* 1. The Contract shall be governed by the laws of the Czech Republic to the exclusion of conflict of laws rules. The rights and obligations of the Parties arising from this Contract, which are not regulated by the Contract, shall be governed by the Civil Code.
  2. For the avoidance of doubt, the Parties exclude the application of any Czech or international standards of commercial terms and conditions (e.g. FIDIC, etc.) as well as the Vienna Convention on Contracts for the International Sale of Goods. Only such documents as are expressly referred to in the Contract shall be considered part of the Contract. Notwithstanding the foregoing, the ICC-Incoterms 2020 and URDG 758 (ICC Uniform Rules for Demand Guarantees) shall apply mutatis mutandis to the Contract and in the event of any conflict between the Contract and these documents, the Contract shall prevail.
  3. The Parties further agree that:
     1. The following provisions of the Civil Code do not apply to the Contract: Sections 1899, 1977 to 1979, 2000, 2002 to 2004 and 2008.
     2. The Parties agree that commercial custom shall not prevail over any provision of law, even non-coercive provisions of law.
     3. The Parties agree that the Contractor is obliged to perform the Work personally. The Parties exclude the possibility of the Contractor performing the Work through third parties under the Contractor’s direction within the meaning of Section 2589 of the Civil Code. This does not exclude the Contractor’s option to perform part of the Work by subcontractor(s) under the terms and conditions set forth in Article 6 (*Subcontractors and Direct Suppliers*).
     4. The Parties agree that the Contractor is obliged to perform the Work in accordance with the Customer’s instructions. The Contractor shall not be entitled to withdraw from the Contract on the grounds of an improper order (instruction) or matter within the meaning of Section 2595 of the Civil Code, except where the use or disobedience thereof would result in the impossibility of the proper execution of the Work or an unlawful condition.
     5. The parties exclude the application of the provisions of Section 2609 of the Civil Code (self-help sale).
     6. Circumstances excluding liability, in particular Unpredictable Conditions and their consequences, are comprehensively regulated in the Contract, in particular in Article 23 (*Circumstances excluding liability*), the wording of which the Contractor expressly accepts. For the avoidance of doubt, the Parties exclude the application of Section 2627 (hidden obstacles) of the Civil Code.
     7. The execution, completion and handover of the Work are comprehensively regulated in the Contract. For the avoidance of doubt, the Parties hereby exclude the application of the provisions of Sections 2600 to 2603, Section 2605 (completion of the Work and consequences of acceptance of the Work without reservation), Section 2606 (progressive handover), Section 2608 of the Civil Code.
     8. The Price of the Work, the method of payment of the Price of the Work including payment of VAT, changes to the Price of the Work and the Bank Guarantee are comprehensively regulated in the Contract. For the avoidance of doubt, the Parties hereby exclude the application of Sections 2611, 2620(2) and 2622 of the Civil Code.
     9. The Contractor assumes the risk of change of circumstances within the meaning of Section 1765 of the Civil Code.
     10. The Contractor confirms that it considers all Articles contained in this Contract to be understandable and not disadvantageous to it and that this Contract does not deviate from the usual terms and conditions agreed in similar cases. The parties agree that the provisions of Sections 1799 and 1800 of the Civil Code on contracts of adhesion, which regulate references to the terms and conditions contained in model contracts and define incomprehensible or particularly disadvantageous provisions and the conditions of their validity, shall not apply to the contractual relationship established by this Contract.
     11. For the purposes of this Contract, the conclusion of this Contract / the conclusion of an amendment to this Contract as a result of the acceptance of an offer by one Party by the other Party with any (even minor) deviations or additions shall be excluded. The Parties hereby exclude the application of Section 1740(3) of the Civil Code, which provides that a contract shall be concluded even if there is no complete agreement of the Parties’ expressions of intent.
  4. A waiver of the right to cure a breach of any provision of the Contract, as well as any other relevant contracts, shall not be deemed a waiver of the right to cure any other breach of such provision of the Contract or any other provision, even if they are of the same nature. Failure to exercise the right shall not be deemed a waiver of such right.
  5. The Parties hereby declare and confirm that they are commercial companies and not consumers. Neither Party considers itself a “weaker party” within the meaning of the Civil Code and both Parties have had sufficient opportunity to familiarize themselves with the text and content of the Contract. Both Parties fully understand the provisions of this Contract and consider these provisions to be sufficiently negotiated and not particularly disadvantageous. The Parties declare that this Contract expresses their true, serious and free will and that its contents are sufficiently clear and certain for them.

# DISPUTE RESOLUTION

* 1. The Customer and the Contractor shall use their best endeavours to resolve any disagreements or disputes arising between them under or in connection with the Contract amicably through direct informal negotiations.
  2. If the Parties fail to resolve any dispute amicably, such dispute shall be finally determined, to the exclusion of the jurisdiction of the ordinary courts, by arbitration before the Court of Arbitration of the Czech Chamber of Commerce and the Czech Chamber of Agrarian Affairs in accordance with its Rules by three arbitrators appointed in accordance with these Rules. The place of arbitration shall be Prague, Czech Republic and the language of the arbitration shall be Czech. The arbitrators shall be governed by the substantive law applicable to the dispute. The arbitral award rendered by the arbitrators shall be the final decision in the matter and shall be binding on the parties. The arbitral award shall be enforceable by a court or other competent authority if the conditions for enforcement of the arbitral award set out in the law of the place where it is to be enforced are met. Each Party to the Contract shall bear its own costs incurred in connection with the arbitration proceedings, including legal costs. All other costs and expenses shall be apportioned between the Parties in accordance with the decision of the arbitral tribunal.

# NOTICES

* 1. All notices to be given pursuant to the Contract shall be delivered by hand, registered mail, courier service or email to the respective Party’s address set forth in this Article below, provided that either Party notifies the other Party in writing of a change in its mailing or email address for receipt of such notices. The Parties agree that any communications sent by electronic mail shall be deemed to be the equivalent of a written communication.
  2. Whenever this Contract requires the execution and delivery of consents, certificates, authorizations, decisions, notices, requests, or other communications by either Party, such communications shall be delivered personally, by certified mail, by courier service, or by data mail, except for communications of an organizational nature that do not modify this Contract in any way and that do not affect the performance of the Work, the Price of the Work, or the Schedule, and such organizational communications may be sent by the Parties to the other Party’s email address set forth in this Article 31 (*Notices*). The Parties agree that any communications sent by electronic mail shall be deemed to be the equivalent of a written communication. Subject to the foregoing, Notices shall include all instructions, orders and certifications to be made pursuant to this Contract.
  3. All notices will be delivered to the relevant Party according to the contact details for receipt of notices set out in Articles 31.5 and 32.1.
  4. Either Party shall be entitled to give ten (10) days’ notice of any change in contact details, and further notices shall thereafter be given in accordance with the contact details provided, without the need for an amendment to this Contract.
  5. All notices shall be addressed to:
     1. the Customer:

AL INVEST Břidličná, a.s.

Address: Bruntálská 167, 793 51 Břidličná, Česká republika

Phone: + 420 554 221 111

E-mail: info@alinvest.cz

* + 1. the Contractor:

[●]

Address: [●]

Phone: [●]

E-mail: [●]

To: [●]

# Representatives of the Parties

* 1. The Parties agree to appoint the following individuals as their representatives for the purposes of this Contract:
     1. Customer’s representative:

Name: Ing. Lucie Lukášová

Address: Bruntálská 167, 793 51 Břidličná, Česká republika

Phone: + 420 727 874 343

E-mail: lucie.lukasova@alinvest.cz

* + 1. the Contractor’s representative:

Name: [●]

Address: [●]

Phone: [●]

E-mail: [●]

* 1. The persons referred to in Article 32.1 as representatives of the Parties are authorised to act and sign on behalf of the Customer and the Contractor in the performance of the Contract in matters relating to the execution and payment of the Work (handover of the Site, entries in the construction log, handover and acceptance of the Work, documents for payment, etc.), but not to dispose of the Contract itself, in particular to amend the Contract or to take actions directly leading to its termination; however, the Parties’ representatives are authorized to bind the Parties to any Changes, in accordance with the procedure set out in Article 22 (*Changes*).

# assignment

* 1. The Contractor shall not be entitled to assign or transfer the Contract, either in whole or in part, or any claims and rights arising therefrom, including the transfer of the plant or any part thereof to another person, without the prior written consent of the Customer. Any material change in the ownership structure of the Contractor shall be deemed to be such an assignment.

# set off

* 1. The Customer shall be entitled to unilaterally set off its claims under this Contract for payment of the contractual penalties referred to in Articles 25.1(a) to 25.1(i) , including claims for payment of all reasonable costs demonstrably incurred in the exercise of any rights of liability for defects and damages, against any claims of the Contractor relating to this Contract.
  2. The Contractor is not entitled to unilaterally set off its claims against the Customer’s claims related to this Contract.

# INFORMATION PROTECTION

* 1. All documents, information and facts provided by the Customer or otherwise communicated to the Contractor, including this Contract and its amendments and annexes, shall be considered strictly confidential.
  2. The Contractor undertakes to keep such confidential information confidential and not to disclose it to third parties or allow them access to such information without the express instruction of the Customer. The Contractor shall not use such information for purposes other than the performance of the subject matter of this Contract.
  3. The Contractor undertakes not to provide the result or partial results of the activities, which are the subject of performance under this Contract, to any person other than the Customer without the Customer’s written consent. However, this arrangement shall in no way restrict the Contractor from performing the subject matter of the Contract to the extent that information sharing with public authorities, subcontractors, direct suppliers of the Customer, issuers of Bank Guarantee or Parent Company Guarantee or insurers is necessary.

# PROTECTION OF PERSONAL DATA

* 1. Each Party agrees that the other Party will record and process its personal data (and the personal data of its employees and collaborators) to the extent necessary for the purposes of performing this Contract, keeping records of legal relationships under this Contract, managing any disputes arising out of or in connection with this Contract, and for the Parties’ tax and other legal obligations.
  2. The Parties undertake to comply with all applicable data protection regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), and will impose this obligation on their business partners, where applicable. If the authorities require the provision of personal data, such data may only be transmitted to those authorities and must be carefully stored by the Parties thereafter.

# Final provisions

* 1. The Contract shall enter into force and effect on the date of signature by both Parties.
  2. If any provision of the Contract becomes or is determined to be invalid or unenforceable, then such invalidity or unenforceability shall not affect (to the fullest extent permitted by law) the validity or enforceability of the remaining provisions of the Contract. In such event, the Parties agree to replace the invalid or unenforceable provision without undue delay with a valid and enforceable provision so as to achieve, to the maximum extent permitted by law, the same effect and result as was intended by the replaced provision.
  3. This Contract may be executed and amended (a) in paper form with physical signatures, (b) in electronic form using DocuSign, Adobe Sign or other similar standardized solutions, (c) by exchanging electronic copies (scans) of the executed Contract or any amendment thereto, or (d) by any combination of the foregoing. This Contract or amendments thereto may be executed in any number of counterparts. Article 22 (*Changes*) is not affected thereby.

[*ATTACHMENTS FOLLOW ON NEXT PAGE*]

# ANNEX 1

SCHEDULE

|  |  |  |  |
| --- | --- | --- | --- |
| **MILESTONES AND BINDING DEADLINES FOR CONTRACTORS** | | | |
| **#** | **Action** | **Article of the Contract** | **Milestone date**  **(latest date)** |
|  | | | |
|  | Conclusion of the Contract. | Article 37.1 | will be completed on the day of conclusion of the Contract |
|  | Commencement of work by the Contractor. | Article 8.1(a) | immediately after the conclusion of the Contract |
|  | Introductory meeting. | Article 15.5 | seven (7) days from the date of conclusion of the Contract |
|  | Handover and acceptance of the Site by the Contractor. | Article 8.2  Article 13.1 | seven (7) days from the date of conclusion of the Contract |
|  | Appointment of an OSH Coordinator and an OSH Representative. | Article 13.7(a) |
|  | Submission to the Customer of (i) a list of the Contractor’s principal management team members and the principal management team members of its subcontractors and their contact details, (ii) an indication of the interrelationships between the principal management team members of the Contractor and its subcontractors (organigram). | Article 12.3 | five (5) days from the date of handover of the Site |
|  | Readiness for Phase II. | Article 1.1 | [to be completed by the Contractor; no later than 15 August 2025] |
|  | Delivery to the Customer of the request to carry out the acceptance procedure. | Article 19.3(a) | Completion Date minus ten (10) days. |
|  | Site clearance. | Article 13.4(a) | Completion Date |
|  | Completion and handover of the Work by the Contractor to the Customer on the basis of the Record of Acceptance of the Work. | Article 3.1  Article 19.1(d)  Article 19.3 | Completion Date |
|  | **Completion Date** | Article 1.1 | 31 October 2025 |

# ANNEX 2

construction documentation

# ANNEX 3

ITEMIZED BUDGET

[To be completed by the Contractor]

# ANNEX 4

BANK GUARANTEE form

For: **AL INVEST Břidličná, a.s.**

Bruntálská 167

793 51 Břidličná

Czech Republic

We have been informed that our client [●], with its registered office at [●], identification number: [●], registered in the Commercial Register maintained by [●] (“**Contractor**”), concluded on [●] with AL INVEST Břidličná, a.s., as the Customer, a contract for the construction of “[●]” in Břidličná, Czech Republic (“**Contract**”).

We understand that Article 11.1 (*Bank Guarantee for Warranty Performance*) of the Contract requires the Contractor to provide a bank guarantee in the amount of five percent (5%) of the Price of the Work, equivalent to [amount and currency], to secure indemnity against any financial claim arising from the Contractor’s failure to perform its obligations under the Contract (the “**Bank Guarantee**”).

We, [insert name and contact details of the Bank], hereby irrevocably and unconditionally declare that we will pay to you on your first written demand without objection or reservation any amount or amounts in accordance with this Bank Guarantee as set out above without the need for you to prove or show cause for your demand for payment of the amount set out in this Bank Guarantee. We hereby waive the requirement that you make said claim first with the Contractor before making it with us.

Our obligations under this Bank Guarantee are limited to a maximum aggregate amount of [●] [amount and currency].

This Bank Guarantee shall be valid and effective from the date of its issue and shall remain valid and effective until [●].

Any written request under this Bank Guarantee must be received by us prior to the expiration and effectiveness of the foregoing.

The Bank Guarantee automatically expires upon expiry, whether or not it has been returned to us.

This Bank Guarantee is not transferable or assignable.

We further agree that no alteration or amendment or other modification of the terms of the Contract or of the work to be performed thereunder or of any contractual document which may be executed between you and the Contractor shall in any way relieve us of our obligations under this Bank Guarantee and we hereby waive our right to receive notice of any such alteration, amendment or modification.

This Bank Guarantee shall be governed by Czech law and URDG 758 shall apply accordingly, the provisions of this Bank Guarantee shall prevail.

Yours sincerely,

(BANK SIGNATURE)

NAME OF BANK

ADDRESS

Stamp, if relevant

# ANNEX 5

Scope and content of the As-Built Documentation

1. Scope and content of the As-Built Documentation
   1. The documentation contains the following sections:
      1. **Accompanying message**
      2. **Summary Technical Report**
      3. **Situation drawings**
      4. **Drawing documentation**
2. Accompanying message
   1. Identification data
      1. Data about the construction
         1. name of the construction,
         2. the location of the construction (address, description numbers, cadastral area, parcel numbers).
      2. Data about the owner
         1. name, surname and place of residence (natural person) or
         2. name, surname, business name, identification number of the person, place of business (natural person running a business if the intention is related to his/her business activity) or
         3. business name or name, personal identification number, registered office address (legal entity).
      3. Information about the documentation preparer
         1. name, surname, business name, identification number of the person, place of business (natural person doing business) or business name or name, identification number of the person, address of the registered office (legal person),
         2. name and surname (natural person).
   2. List of input documents
      1. basic information on all decisions or measures related to the construction (designation of the building authority or name of the authorised inspector, date of execution and reference number of the decision or measure), if these documents are not preserved, indicate the probable year of completion of the construction,
      2. basic information on the documentation, project documentation or other technical documentation (identification, date of issue, identification of the contractor of the documentation), if extant,
      3. other documents from which it would be possible to determine the purpose for which the building was permitted.
3. Summary Technical Report
   * 1. description of the construction area, protection of the area according to the relevant legal regulations, specially protected area, floodplain, etc.
     2. description of the construction
        1. the purpose of using the construction,
        2. permanent or temporary construction,
        3. protection of the construction according to the relevant legislation,
        4. parameters of the construction - built-up area, built-up space, usable area, number of functional units and their sizes, etc.,
        5. basic balance of the construction - needs and consumption of media and materials, rainwater management, total quantity and types of waste and emissions produced, etc.,
     3. technical description of the construction and its technical equipment,
     4. evaluation of the existing structural and technical condition,
     5. connection to transport and technical infrastructure,
     6. protection and safety zones,
     7. impact of the construction on the environment and protection of special interests.
4. Situation drawings
   1. Cadastral situation drawing
      1. scale according to the cadastral map used,
      2. marking of the construction,
      3. marking of links and influences on the surroundings.
   2. Coordination situational drawing
      1. scale 1 : 200 to 1 : 1000, for large buildings 1 : 2000 or 1 : 5000, for alterations to a building that is a cultural monument, for a building in a conservation area or conservation zone at a scale of 1 : 200,
      2. land boundaries, parcel numbers,
      3. existing objects and drawing of surface features of technical infrastructure,
      4. the existing altimetry and semi-altimetry,
      5. determination of altitude; height of objects,
      6. listed construction spacing,
      7. existing roads and paved areas, connection to transport infrastructure,
      8. existing mature vegetation,
      9. protection and safety zones, conservation areas, monument reserves, conservation zones, etc.,
      10. site facilities with entrance markings,
      11. spacing distances including the definition of fire hazardous areas, access roads and entry areas for firefighting equipment and fire water sources.
5. Drawing documentation
   1. Construction drawings drawn up according to the actual design of the construction with characteristic sections and views, with a description of all spaces and rooms according to the current use and with their dimensions and floor areas indicated.
   2. The drawing documentation includes a geodetic part with a numerical and graphical representation of the results of the construction survey, a semi-log with elevation data, measurement sketches with numerical data, a list of coordinates and elevations, and a technical report.

# ANNEX 6

EXCEPTIONAL CLIMATIC CONDITIONS

1. Basic principles
   * 1. The weather will be measured and calculated from the Customer’s weather station at half-day intervals, twice a day at 10am and 3pm, or at a documented interval closest to these times.
     2. The reference data will be the values reported and certified by the official meteorological station closest to the Site. If weather conditions are obviously different at the location of the nearest weather station (e.g. different altitude), the Parties shall agree on the most comparable weather station.
     3. Exceptional climatic conditions will not be taken into account when carrying out interior works.
     4. Unpredictable conditions due to the existence of exceptional climatic conditions can only occur if the Contractor proves that he has taken the necessary measures and made every effort to mitigate or neutralise the negative impact of such exceptional climatic conditions. Such measures include, for example, the timely and regular removal of snow or ice from the construction site or roof, covering the relevant parts with plastic sheeting or thermal insulation, the use of special additives or rescheduling of the work concerned, unless they are in critical continuity.
     5. If exceptional climatic conditions occur, all affected works and measures to minimise or neutralise negative impacts must be documented in detail in the construction log and in a separate document. This document must be submitted to the Customer immediately after the second measurement date.
     6. In the event of a request for any change to the Schedule as defined in the Contract, the Contractor shall provide the Customer with documents evidencing (i) exceptional climatic conditions and (ii) any work carried out by the Contractor to eliminate the effects of such conditions (drainage, rainwater harvesting, compaction tests to demonstrate poor subsoil conditions, or other tests as agreed with the Customer).
2. Description of exceptional climatic conditions
   * 1. Exceptional weather conditions that may be considered Unpredictable Conditions during the performance of certain work include:
        1. more than five (5) consecutive days when (i) temperatures are below minus five (-5) °C or (ii) more than 10 mm of rainfall per day during the period of earthworks - namely stabilisation, liming and compaction.
        2. temperatures below minus five (-5) °C during “wet work” in the construction of precast elements and external concrete work.
        3. wind speeds exceeding 11 m/s for precast installation and building envelope work.
     2. Climatic conditions (e.g. snow, ice) which do not allow the Contractor’s employees/contractors to carry out the work in accordance with the provisions of national legislation and the limitations imposed by the provisions of the relevant OSH legislation and the provisions of the labour inspection or direct orders of the competent authorities.
     3. Unpredictable Conditions may be considered to be the sixth (6th) and subsequent consecutive day(s) of exceptional weather conditions (this does not apply to Article 2(a)(i) of this document.
3. Continuation of works
   * 1. In the event of the occurrence of Unpredictable Conditions due to the existence of exceptional climatic conditions, the Contractor shall continue to carry out such work as is not affected by the exceptional climatic conditions.

# ANNEX 7

List of media deliveries by the Customer

1. The Customer shall provide access to the following supplies:
   * 1. connection to electricity and electricity consumption;
     2. access to the water supply and the intake of drinking water; and
     3. access to the water supply line and the intake industrial (non-potable) water.
2. The location of the tapping points is marked in Annex 9 (*Site Delimitation*).

# ANNEX 8

RISKS AT THE SITE

1. General
   1. Information on risks from AL INVEST Břidličná, a.s. - occupational health and safety (Act No. 262/2006 Sb., Labour Code, as amended) - Section 101.
   2. **Contractor: [**●**]**
   3. **Content of work:** construction of an industrial hall
   4. **Workplace:** Defined by the Site. Access to the new hall is via a dedicated road within the site, movement along traffic in the direction of the site to be taken over. Inside the site with the possibility of contact with traffic. Toilet facilities in own sanitary facilities. Movement by car and on foot. Entrance to the premises via the rear gate, loading via the rear gate.
   5. **Parking:** only in a reserved space or parking lot; if not available, then in a place agreed with the Customer’s representatives.
   6. They will use their own technical equipment: excavator, crane, platforms, hand tools, etc.
   7. Duration of work from ●/● **/2025 to 31/10/2025**.

Subcontractors (suppliers), which the Contractor shall notify the Client in writing in advance in accordance with Article 6.1 of the Contract, shall cooperate on the Contract. The Contractor shall notify the Client of the change of each subcontractor.

1. Inspection days: 1x per week
   1. Working hours on the day of work: 7:00 to 17:00
   2. Keeping a construction log: YES
   3. Fire hazard activity (work with open flames): YES
   4. To meet the OHS conditions: Luboš Rochovanský, contact: + 420 606 723 089
   5. To meet the fire protection conditions: Pavel Švan, contact: + 420 602 402 897
   6. To meet the ecological conditions: Pavla Kozelková, contact: + 420 702 238 420
2. RISKS CREATED
   1. Basic inventory of risks arising on the Customer’s side (e.g. during the execution of contracts, work orders, visits, inspections, etc.):
      1. Risk resulting from noise exposure - see the current list of hazardous workplaces or the Customer’s work categorization overview;
      2. See F:\DIVIZE\BOZP,PO,Ekologie\RIZIKA\_provoz AIB;
      3. Risk arising from the use of chemical substances - see the current list of hazardous workplaces or the Customer’s work categorization overview;
      4. F:\DIVIZE\BOZP,PO,Ekologie\RIZIKA\_provoz AIB;
      5. Risks arising from the use of roads, transport equipment, motorised trolleys, motorised forklifts, non-motorised and motorised vehicles (including rolling stock on industrial tracks) - placing informative, prohibition and command signs, obligation to move on marked roads;
      6. Fire hazards, explosion hazards of flammable gases and fumes - placement of informative, prohibition and instruction signs, placement of fire extinguishers, duties within the scope of the regulations for welding with increased risk before welding;
      7. Risk arising from moving parts of machinery and mechanical equipment - no unauthorised operation, work clothing without loose parts;
      8. Always ask the operator before entering a hazardous area and only enter on clear and distinct instructions. When re-entering, it is necessary to coordinate the procedure with the Customer’s authorised person;
      9. Risk resulting from transport by crane - prohibition of access under suspended and transported loads (SBP OS 04-06);
      10. Risk arising from the materials processed and used (hot metal, hot substances) - prohibition of unauthorised handling;
      11. Ecological consequences - prohibition of activities leading to potential air and water pollution;
      12. Risk of electric shock - electrical wiring and distribution in and on buildings, transformer and electrical substations, charging, e.g. electrical control of cranes, damage to electrical distribution cables, unwanted contact during material handling, lighting;
      13. Risk caused by collaboration across multiple works, movement of people on the site of the works, handling works or the presence of another contractor outside the event;
      14. Risk of blow to the head - crane operation, access and areas with insufficient height for an upright person, protruding objects;
      15. Risk of entering the work area of the work process;
      16. Risk of injury to the Contractor’s persons during the Customer’s activities;
      17. Risk of tripping, falling due to unevenness, obstacles, changes in floor level;
      18. Risk of slipping when moving on roads, buildings, unpaved surfaces. Influence of the working environment, in outdoor areas influence of microclimatic conditions (rain, leaves, slippery grass, mud, ice);
      19. Risk of slipping on wet or oily floors;
      20. Risk of not providing sufficient working/manipulation space (clearing the workplace, removing obstacles to the required or necessary distance, etc.);
      21. Risk of falling down (e.g. technological uncovered depressions, etc.). Marked in yellow on the floor;
      22. Risk of reduced visibility;
      23. Another standard hazard statement:
          1. there are various technological devices on the Site, which may not be tampered with or interfered with outside the agreed scope of work;
          2. during various manipulations with loads, tools, etc., it is necessary to place increased emphasis on not disturbing technological equipment and distribution lines.

Note: Hazard and health risk training must be provided according to the nature of the activity assigned and the nature of the operation or location where the contracted activity is to be performed. For example, the risk of another contractor being present on another Customer’s contract.

1. BACKGROUND INFORMATION FOR CONTRACTORS (OR VISITORS, TOURS, etc.) ON ELIMINATING DEFINED RISKS
   1. In addition to the generally applicable occupational safety regulations, the following specific occupational safety requirements apply to persons from other organizations who perform work on the Customer’s premises:
      1. Persons are obliged to observe all signage (including road signs) on the Customer’s premises and on other premises used or leased by the Customer. Persons shall report to the responsible officer of the Customer before commencing the activity.
      2. These persons are obliged to observe the safety and fire signs placed in the individual workshops and premises of the Customer where they perform their work.
      3. Persons may only use designated pathways, entrances and exits that are intended for persons on the Customer’s premises.
      4. Pedestrians must use the pavement and walk on the right. If a sidewalk is not available, pedestrians shall walk on the left edge of the roadway. Pedestrians shall not impede the free flow of traffic, in particular by excessive grouping.
      5. Pedestrians must use designated access routes when moving around workplaces and designated pedestrian crossings when crossing roads. Outside the marked crossings, crossing is only perpendicular to the direction of travel. Pedestrians must ensure that the crossing is safe before entering the roadway. Climbing over guardrails is prohibited. When using stairways, persons shall hold on to the handrail.
      6. Pedestrians may walk along the shoulder in groups of two provided they do not endanger or obstruct traffic, especially in reduced visibility or increased traffic.
      7. A person pushing or pulling a hand truck greater than sixty (60) inches in overall width shall walk on the right side of the roadway.
      8. The Contractor is not allowed to ride a bicycle on the Customer’s premises. Bicycles may be parked and locked in the bike room at the gatehouse.
      9. In view of the risks arising from the working environment, the use of mobile phones, tablets and headphones (MP3 players, etc.) is prohibited in all production and operating areas. Work calls are permitted provided they are made outside of explosive areas and from a safe location.
      10. These persons must keep the workplace in good order.
      11. Persons who are under the influence of alcohol or psychotropic and addictive substances are prohibited from entering the Customer’s workplace and performing any work for the Customer. It is also prohibited to bring alcoholic beverages and consume them on the Customer’s premises. This also applies to psychotropic and addictive substances. Such persons shall be tested for alcohol or other addictive substances on the instruction of an authorised employee of the Customer (i.e. the senior employee specified in the work rules).
      12. Smoking is prohibited throughout the Customer’s premises except in designated areas that meet the conditions set out in the Customer’s internal regulations and are properly marked.
      13. Any accident involving the liability of the Customer or in relation to another person in connection with the Customer’s activities that occurs on the Customer’s premises shall be reported immediately to the Customer’s responsible person by the Contractor’s employees, the Contractor’s responsible representative and a third party. The Contractor is obliged to train and warn its employees and other persons in connection with the Customer’s activities of the obligation to immediately and without delay report the occurrence of an accident. Subsequently, accidents must be reported at the workplace or at the relevant Customer’s concierge. Injuries can be treated using the first aid kit at the workplace or by calling the Customer’s fire brigade at +420 554 22 2222.
      14. In the event of a serious accident, if medical assistance is needed, call 155.
      15. In case of fire, accident, etc., please call the phone numbers listed below:

Doctor, office 2304

Fire Brigade AL INVEST Břidličná, a.s. 2222

Switching off the power 2344, 2433

Shutting off the gas supply 2302, 2306, shifts: see the Customer’s address book

Public lines

Medical emergency service 155

Police 158

Fire service 150

Water management authority 554 711 051

Water Treatment Plant (Karlov) 554 273 141

Customer 554 221 111, 554 222 xxx

* + 1. Persons must not endanger individual environmental components (water, air, soil) by their activities, with particular emphasis on the proximity of watercourses.
    2. Persons must deposit waste, chemicals and harmful substances in designated areas. In case of lack of information, persons shall ask the Customer’s authorised employee. Waste shall be disposed of in accordance with the contractual arrangements and shall not be disposed of in the Customer’s containers.
    3. Pouring liquids into the channels is prohibited. It is necessary to work in such a way as to avoid environmental accidents (e.g. spillage of oil, fuel, gas leaks, etc.). In the event of an accident, the responsible person of the Customer or the Customer’s fire brigade must be called directly.
    4. Persons may only carry out the activity that is the subject of the contract or supply agreement. Any other activity may only be carried out with the knowledge and consent of an authorised officer of the Customer.
    5. Persons may only enter the Customer’s workplaces where they are to carry out contractually agreed work, loading or unloading. They may also enter sanitary facilities (toilets, changing rooms, showers, bathrooms, canteens, rest rooms, drinking water sources, etc.) designated within the scope of the delivery of works and activities. They may enter any other places only with the knowledge and consent of an authorised employee of the Customer. Wear personal protective equipment (safety shoes, high visibility vest, helmet in halls).
    6. Persons are obliged to follow all instructions of the responsible employee of the Customer as well as the accompanying employee of the Customer during inspections, visits, etc.
    7. The Contractor and his subcontractors are forbidden to operate and interfere with the Customer’s machinery, use tools, equipment, handling equipment, etc., unless they are entered in the construction log and duly handed over for use.
    8. In case of need and doubts, it is always necessary to ask the responsible employee of the Customer in advance. The responsible persons of the Customer and the Contractor must resolve any problems during the course of the work that affect safety in advance.
    9. The Contractor’s or subcontractor’s persons shall not be permitted to leave the work site during an interruption or termination of work activities without securing or making the work site accident-proof, cleaning.
    10. Upon interruption or termination of work activities, the Contractor’s or Subcontractor’s persons may leave the job site only if it is secured against injury, cleaned, and all stored loads are stable.
    11. Work with open fires may only be carried out with prior written permission.
    12. Prior to commencing work, the Contractor and the Customer shall inspect and check the safe condition of the workplace. The same applies to the movement of third parties. If the Contractor has any comments, he shall present them during the training. Later, the procedure set out in Article 6 (f) of this document shall be followed.
    13. The Contractor shall not require or tolerate the Customer’s personnel or third parties to perform work beyond their duties and the Contractor’s specified scope of work under the Contract Conditions.
    14. It is prohibited to use slings with the required load capacity and configuration without the written approval of the Customer’s responsible officer.
    15. Access to the crane is prohibited.
    16. Persons must observe and must not remove or damage installed warning signs, light or sound signals, guards, covers, barriers, etc. They must not modify the workplace or its safety equipment in any way. The safety features are explained at the specific workplaces and in the operating halls.
    17. It is forbidden to approach or go around the furnace when opening it. Movement is only allowed after work is completed and the furnace is closed and out of reach of the furnace.

Note: Hazard and health risk training must be provided according to the nature of the activity assigned and the nature of the operation or location where the contracted activity is to be performed.

1. THE CONTRACTOR’S LIABILITY (WHEN CARRYING OUT THE CONTRACT WORK).
   * 1. The Contractor shall be responsible for the demonstrable familiarisation with this document (including verification of knowledge) of all its personnel responsible for the performance of tasks in relation to the Customer.
     2. The Contractor may delegate tasks to the Customer only to persons and employees to whom the Contractor has fulfilled its obligations under applicable law, in particular the Labour Code, as amended (e.g. (e.g. ensuring qualification, medical examinations, training and verification of knowledge based on regulations related to the activity performed, provision of appropriate personal protective equipment and washing facilities, recording of working hours including possible overtime work, night work, recording of rest periods, safety breaks, if any, and other recording obligations related to the work regime, paid time off, recording of possible hazardous work, etc.).
     3. The Contractor hereby acknowledges all occupational risks arising from the nature of the production and operational activities on the Customer’s premises and the work performed as the subject of the Work, including the risk of accidents and other damage to health, and undertakes to bear their consequences.
     4. In the performance of tasks, activities and delivery of works for the Customer, the Contractor guarantees strict compliance with all provisions arising from applicable laws, safety regulations and procedures on its part throughout the delivery period.
     5. The contractor shall establish a safe working procedure with regard to ensuring occupational health and safety. The contractor must pay particular attention to ensuring safety when working with machinery and mechanical equipment, electrical appliances, in areas with explosion hazards, in areas where smoking and the use of open flames is prohibited. The Contractor is obliged to cooperate with the Customer’s staff to ensure the necessary coordination - delimitation of workplaces and areas with possible prohibition of access and activities, securing objects against falling and unwanted movement and ensuring safety of work at heights (specification coordination in the allocation of anchorage points, professional and medical competence to work at heights).
     6. If the Contractor is not aware of the correct ways of ensuring occupational safety in the performance of tasks, activities and deliveries of works for the Customer, or if such ways are not possible, or if the Contractor has doubts about the extent and manner of ensuring occupational safety (in relation to the Contractor’s employees and the Customer’s employees), the Contractor is obliged to suspend the works and immediately inform the relevant employee of the Customer.
     7. If the Contractor engages other subcontractors to perform activities for the Customer, the Contractor is responsible for coordinating their activities and providing this written risk information. The Contractor shall also inform the relevant employee of the Customer in advance.
     8. The Contractor is also obliged to warn the Customer in writing of the risks arising from the activities carried out by the Contractor (see below) and to cooperate in ensuring occupational safety and health. If the Contractor fails to provide written notification of the risks on the date of commencement of the Contractor’s activities, the risk value of the Contractor’s activities shall be deemed to be “zero” and the Customer shall not be required to cooperate in ensuring occupational health and safety.
     9. Risks arising from the Contractor’s work or activities on the Customer’s premises: Note: To be completed by the Contractor if the Contractor has not provided any other form of notification of risks arising from the Contractor’s activities on the Customer’s premises; if risks do not exist, the Contractor shall so indicate.
     10. Defined safety measures at the workplace and in its surroundings, location of loads, transport, etc. in terms of occupational health and safety, fire protection and ecology.
     11. Based on the agreement of the Parties, the Customer shall coordinate the implementation of measures to protect the safety and health of workers and procedures for ensuring them.
     12. The Contractor’s senior employee is responsible for work safety, work organization in all activities within the scope of the Contract (subject of work) / contract, including issuing instructions, orders, their control and mutual consideration. The Subcontractor, its employees, third parties, if any, and the Customer’s employees are obliged to respect this. They shall also be obliged to ensure their own safety.

Any deficiencies on the part of the subcontractor will be dealt with by the Contractor’s responsible person.

In Břidličná:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ing. Lucie Lukášová, 727 874 343 [●]

responsible person for responsible person for

AL INVEST Břidličná, a.s., [●]

name, surname, signature, mobile name, surname, signature, mobile

# ANNEX 9

SITE Delimitation

Obsah obrázku text, mapa, diagram, Plán

Popis byl vytvořen automaticky

# ANNEX 10

Definition of Readiness for Phase II

Obsah obrázku text, diagram, řada/pruh, Plán

Popis byl vytvořen automatickyReadiness for Phase II corresponds to a situation where all internal works are completed in the area of the building defined by axes A - I / 19 - 26 and this area is closed, as shown below:

and the following works in particular have been duly carried out and completed in this area:

* + 1. retaining wall 2;
    2. relocation of the embankment;
    3. foundation structures in the area of the building defined by axes A - I / 19 - 26 (piles, footings, thresholds);
    4. steel structures in the area of the building defined by axes A - I / 19 - 26;
    5. Roof over the building space defined by the A - I / 19 - 26 axes (trapezoidal sheeting is sufficient, insulation and roofing can be installed after this milestone);
    6. sheathing of the building walls (trapezoidal sheeting is sufficient, insulation and external sheeting can be installed after this milestone) in the axes:
       1. A / 19 - 26
       2. I / 19 - 26
       3. 19 / A - I
       4. 26 / A - I
    7. temporary covering of openings where no wall cladding is foreseen (outside axis 19/A - E);
    8. installation of gates, doors;
    9. wiring (lighting, socket boxes, earthing);
    10. other internal works in the area of the building defined by axes A - I / 19 - 26.

# SIGNATURE PAGE

**The Parties expressly declare that this Contract has been entered into based on their free will, in witness whereof they affix their signatures.**

|  |  |
| --- | --- |
| on behalf of the **Customer**  **AL INVEST Břidličná, a.s.** | on behalf of the **Contractor**  [**Contractor’s business name**] |
| Place:  Date: | Place:  Date: |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: Ing. David Bečvář  Function: chairman of the board of directors | Name:  Function: |
|  |  |

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|  | Name:  Function: |