

**CONTRACT FOR PROJECT DESIGN AND ENGINEERING ACTIVITIES,
IMPLEMENTATION, TRANSPORT AND REMOVAL OF THE PAVILION AND
EXPOSITION OF THE CZECH REPUBLIC AT THE EXPO 2015 UNIVERSAL
EXPOSITION IN MILAN**

between

**Office of the Commissioner General for the Participation of the Czech Republic at the EXPO
Universal Exposition**

and

[•]

entered into on [•]

LIST OF ANNEXES

ANNEX NO. 1 – SOLUTION STUDY

ANNEX NO. 2 – CLIENT’S REQUIREMENTS – PERFORMANCE OF THE PUBLIC CONTRACT

ANNEX NO. 3 – INSURANCE CONDITIONS

ANNEX NO. 4 – LOTS

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EXPOSITION OF THE CZECH REPUBLIC AT THE EXPO 2015 UNIVERSAL
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Contractual parties

**Office of the Commissioner General for the Participation of the Czech Republic at the EXPO
Universal Exposition**

Registered office: Rytířská 31, 110 00 Prague 1

ID Number: 68378637

Bank details: 300253923/0300

Acting through: Jiří František Potužník, Commissioner General for the Czech Republic's
Participation at the EXPO 2015 Universal Exposition in Milan

(hereinafter the "**Client**")

and

[• TO BE COMPLETED BY THE CONTRACTOR]

Registered office: [• TO BE COMPLETED BY THE CONTRACTOR]

ID Number: [• TO BE COMPLETED BY THE CONTRACTOR]

Tax ID Number: [• TO BE COMPLETED BY THE CONTRACTOR]

Bank details: [• TO BE COMPLETED BY THE CONTRACTOR]

Account Number: [• TO BE COMPLETED BY THE CONTRACTOR]

Acting through: [• TO BE COMPLETED BY THE CONTRACTOR]

(hereinafter the "**Contractor**")

(The Client and Contractor hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**")

PREAMBLE

WHEREAS

- (A) The Client is a state allowance organisation established by the Ministry of Foreign Affairs of the Czech Republic for the purpose of arranging the Czech Republic's participation at the EXPO Universal Exposition;
- (B) Under the Participation Contract concluded on 10 April 2013 between the Czech Republic and Expo 2015 S. p. A., the Czech Republic was provided, free of charge, with an lot in the exhibition space reserved for the EXPO 2015 Universal Exposition in Milan (hereinafter the "**EXPO**"), which is designated for the construction and operation of the pavilion and exhibition of the Czech Republic at the EXPO;
- (C) The Client wishes to procure the design, operation and removal of the pavilion and exhibition of the Czech Republic at the EXPO according to the Client's Requirements through an entity chosen according to Act No. 137/2006 Coll., Public Procurement Act, as amended. Therefore, in Notice Reg. No. 366217 published via the Information System for Public Contracts on 10 October 2013, it has announced its intent to award a public contract under the title "Contract award procedure for the contractor of the pavilion for the Czech Republic's participation at the EXPO 2015 Universal Exposition", in which it specified its requirements for the implementation of this performance (hereinafter the "**Contract Award Procedure**");

- (D) In the Contract Award Procedure, the Client decided that the best bid was the bid submitted by the Contractor;
- (E) The Contractor is prepared (i) to elaborate the Solution Study and compile the Project Documentation; (ii) to perform the Service to obtain a Permit; (iii) to construct the Pavilion, (iv) to make the Facility available to Users; (v) to operate and maintain the Facility throughout the entire Performance Period; and (vi) to remove the Pavilion after termination operation of the Facility, including restoring the Lots to their original condition (hereinafter the “**Project**” or “**Work**”);
- (F) The Client is prepared to provide the Contractor with cooperation and pay it the agreed Price;

THE CONTRACTUAL PARTIES HAVE CONCLUDED THIS CONTRACT ON THE DAY, MONTH AND YEAR SET OUT BELOW:

PART 1: OPENING PROVISIONS

1. DEFINITIONS

Unless it clearly follows otherwise from the context, the terms in this Contract starting with a capital letter have the following meaning:

- Bank Guarantee** has the meaning set out in Art. 26.3 of this Contract;
- Price** means the Pavilion Price and the Operation Price in the amounts set out in the Contract;
- Pavilion Price** means the price for performance of all of the Contractor’s obligations for construction and removal of the Pavilion, including Materials, Technological Equipment, works and other parts of the Facility delivered under this Contract by the Contractor, with the exception of the Exhibition, and the price for the provision of all Services under this Contract, with the exception of the Operation Price, all based on the Price Calculation; given the nature of the concept of the Czech Republic’s participation in the EXPO and the nature of the used Materials and Technological Equipment enabling their reuse by the Contractor , the Pavilion Price already includes the amounts for temporary use of the Pavilion by the Client during the Operation Period;
- Operation Price** means the price for performance of all of the Contractor’s obligations in relation to operation of the Facility in the amount set out in the Contract; the scope of the Contractor’s obligations in relation to operation of the Facility is set out in **Annex No. 2**, Part 4);
- Price Calculation** means the document listing the itemised unit identification of Materials, Technological Equipment, works and other parts of the Facility delivered under this Contract by the Contractor, and appraisal of the Services, which forms Annex No. 9 to this Contract;
- Date of Starting Work** means the day set out in the Schedule;
- Opening Day** means:
 - a) the day when the Client issues the Completion Protocol; or
 - b) the Planned Opening Day,
 depending on which occurs later;

Planned Opening Day	means the Opening Day according to the Schedule or another day on which the Parties agree in writing;
Premature Termination Date	means the day set out below, on which this Contract will expire in the event of its premature termination under Art. 32.5;
Termination Date	means the Premature Termination Date or the Expiry Date, depending on which occurs first (i.e. depending on whether premature termination occurs);
Effective Date	means the date of signing this Contract;
Expiry Date	means 31 December 2015;
Day of commencing structure removal	means the day set out in the Schedule;
Performance Period	means the period from the Effective Date until the Termination Date;
Operation Period	means the period from commencing trial operation until 31 October 2015;
Building Permit Documentation	means the project documentation for the Building Permit compiled in accordance with the Binding Regulations.
Available (Availability)	means in relation to the specific Section from the Opening Day until the Termination Date that: <ul style="list-style-type: none"> a) the Section is not damaged in any way that would prevent its use for its purpose under this Contract; b) access to the Section, presence in the Section and exit from the Section is <ul style="list-style-type: none"> (i) safe (ii) meets all the requirements of the Binding Regulations and this Contract; and (iii) has sufficient capacity with regards to the purpose of the give Section;
Confidential Information	means all documents, certificates, plans, drawings, sketches, programs, data and information concerning the Project, as well as any other information that the Contractor learns in connection to this Contract, the publication of other provision of which to the public or state administrative or local government authorities, courts or other public authorities is not required by the Binding Regulations;
Exposition	means the interior exhibition of the Czech Republic, regions and other entities (if applicable) located in the Pavilion, the implementation of which is not the subject of performance under this Contract;
Schedule	means the schedule according to which the Contractor is obliged to perform and complete the Project, and which is set out in Annex No. 5 to this Contract;
Work Schedule	means the detailed schedule for performance of the Project created by the Contractor under this Contract, with a brief commentary on the intended progress of work, based on and in accordance with the Schedule;
Main Subcontractor	means the Subcontractor through which the Contractor fulfils the qualification requirements according to the Tender Documentation for performance of this Contract, and the person that elaborated the Solution Study;
Principal	has the meaning set out in Art.26.2 of the Contract;

Security Deposit	has the meaning set out in Art. 26 of the Contract;
Completion (Security) Deposit	means a bank guarantee or transfer of funds to the Client's bank account in the meaning of Art. 26.1.1 of the Contract;
Operation (Security) Deposit	means a bank guarantee or transfer of funds to the Client's bank account according to Art. 26.1.2 of the Contract;
Removal (Security) Deposit	means a bank guarantee or transfer of funds to the Client's bank account according to Art. 26.1.3 of the Contract;
Occupancy Permit	means one or more occupancy permit decisions, which permit the use of the Facility as a whole and its separate parts for the designated purpose, if required for use of the Facility as a whole or for any of its separate parts;
Deadline for delivering Project Documentation	means the deadline or the date set out in the Schedule;
Deadline for delivering Amended Project Documentation	means the deadline set out in the Schedule;
Completion Deadline	means the deadline or date set out in the Schedule;
Deadline for Structure Removal	means the deadline or date set out in the Schedule;
Deadline for Construction Site Handover	means the deadline or date set out in the Schedule;
Permit Issuance Deadline	means the deadline or date set out in the Schedule and/or in the Binding Regulations;
Material	means items of all types apart from the Technological Equipment, which is to form part of the Facility according to Annex No. 1 through 2 ;
Contractor's Proposals	means the Solution Study and proposed method of ensuring Facility operation;
Unavailable (Unavailability)	means in connection to a specific Section that this Section is not Available;
Unforeseeable physical conditions	means natural physical conditions, artificial or other physical obstacles and pollutants or other circumstances (including geotechnical and hydrological conditions, but not including common climatic conditions), which will be discovered on the Construction Site during construction of the Structure or its removal, and which prevent its construction or alter the physical characteristics of the Construction Site, as the Contractor was familiarised with them before conclusion of the Contract, under the condition that these could not be foreseen by either of the Parties during the conclusion of the Contract, even whilst exerting all the professional care that could justly be required of them;

Civil Code	means Act No. 40/1964 Coll., Civil Code, as amended, or Act No. 89/2012 Coll., Civil Code;
Commercial Code	means Act No. 513/1991 Coll., Commercial Code, as amended;
Circumstances precluding liability	means Force Majeure or Unforeseeable physical conditions;
Organiser	Expo 2015 S. p. A.
Opening (to Open / Open)	means the issuance of the Protocol on completion in relation to the Facility;
Pavilion	means the building or buildings of the pavilion performed by the Contractor on the Lots according to the Project Documentation and the Client's Requirements, in which the Exposition will be located, among other. This building (or buildings) will be the property of the Contractor, will be provided by the Contractor for the Client's use throughout the Operation Period, and after expiry of this Operation Period will be removed by the Contractor from the Lots, whereas the Materials and Technological Equipment used for their construction will be reused by the Contractor;
Client's Personnel	means: <ul style="list-style-type: none"> a) the Client's representative; b) the Client's suppliers and Subcontractors; c) the Client's workers; with the exception of providers of public services, the Contractor and any of the Contractor's Personnel;
Contractor's Personnel	means any of the following persons: <ul style="list-style-type: none"> a) the Contractor's and Subcontractor's representatives; and b) the Contractor's and Subcontractor's workers; who have any relation to the Construction, Facility or Services;
Subcontractor	means any legal entity or individual with which the Contractor has concluded a contract on performance of any part of the subject of the Contract, and which was approved by the Client according to Art. 20.1 Chyba! Nenalezen zdroj odkazů. of the Contract;
Subcontractor appointed by the Client	means any legal entity or individual, which the Client may appoint and with which the Contractor will be obliged to conclude a contract for the purpose of performing part of the subject of the Contract;
Confirmation of structure removal	means confirmation issued by the Client according to Art. 16.4 below for removal of the Pavilion and restoring the Lots to their original condition without defects;
Permits	means any permit, consent, approval, certificate of authorisation, public contract according to the administrative code or certification required by the Binding Regulations, and any necessary consent from third parties or agreements with these parties, including any zoning decisions, building permits and occupancy permits or similar permits required for performance of the Project, regardless of who is obliged to be their holder according to the Binding Regulations;
Lots	means the lots on which the Pavilion is situated, and the adjacent areas for the Czech Republic's participation in the EXPO, as demarked in Annex No. 4 ;

Requirements for Services	means the Client's Requirements regarding Services set out in Annex No. 2 ;
Requirements for the Facility	means the Client's Requirements for the Facility set out in Annex No. 2 ;
Client's Requirements	means the Requirements for the Facility and Requirements for Services;
Business Days	means any day apart from Saturdays and Sundays, which is not a public holiday in the meaning of Act No. 245/2000 Coll., on public holidays, as amended;
Employee	means in connection to a particular person their (i) employee regardless of the type of employment relation; (ii) other workers (e.g. independently gainful individuals cooperating on the basis of commercial contracts); and (iii) the statutory bodies or members thereof;
Project	has the meaning set out in letter (E) of the Preamble;
Project Documentation	Means any drawings, specifications, reports, formals, calculations, software or other documents and data, which are required or pertain to the issuance of Permits or the implementation, completion, testing, operation, maintenance, change and removal of the Construction and Facility in construction and technical terms, including idea concepts, librettos (scripts) and the design of the exposition and pavilion at the EXPO; the Project Documentation is based on the Study Solution and further elaborates the Study Solution;
Protocol on completion of the Facility	means the confirmation issued by the Client according to Art. 8 of the Contract after removal all defects in the Facility listed in the Protocol on Acceptance of the Facility;
Section	means the respective part of the Facility, which is defined in the Client's Requirements;
Service	means the specific service set out in Annex No. 2 ;
Services to obtain (a) permit(s)	means all services related to obtaining the Permits;
Contract	means this Contract on Project Design and Engineering Activities, Implementation, Transport, Operation and Removal of the Exposition of the Czech Republic at the EXPO, including all annexes as well as any changes and amendments that are made by the Parties according to the provisions of the Contract;
Adjacent Property	means lots or structures adjacent to the Lot and/or neighbouring on them;
Construction	means (depending on the context) all the activities performed by the Contractor and the Contractor's Staff to design and construct the Facility according to this Contract; depending on the context, the "Construction" may also mean the respective Construction Site and all that belongs to it;
Construction Site	means the lots and the Pavilion on which the Contractor is performing the Construction, including any related activities;
Solution Study	means the design for the architectural and functional solution of the Pavilion and Exposition submitted by the Contractor in the Contract Award Procedure, which is set out in Annex No. 1 to this Contract;

Quality Management System (QMS)	has the meaning set out in Art. 15.3 of the Contract;
Technical inspections	means all technical tests and inspections that are stipulated or follow from the Binding Regulations, or on which both Parties agree, and/or are ordered as a Change, and are carried out according to Art. 7 to assess whether the Facility was completed according to the Contract, before the Facility or part thereof is accepted by the Client;
Technological Equipment	means the devices and machines (mechanical, electrical or other) that are to form part of the Facility according to Annex No. 1 and 2 and this Contract;
Interest on arrears	means interest on arrears stipulated according to Government Regulation No. 142/1994 Coll., which stipulates the value of interest on arrears and fees on arrears according to the Civil Code, as amended;
User	means any person from the public using the Facility for its stipulated purpose;
Contract award procedure	has the meaning set out in letter (C) of the Preamble;
Force majeure	means an extraordinary event or circumstances, which neither of the Parties could foresee before concluding the Contract or avoid by adopting preventive measures, and which is beyond the control of either Party, and was not caused deliberately or by the negligent conduct or omission of either Party, and critically impedes or inhibits the fulfilment of obligations under this Contract by either of the Parties, those being in particular but not exclusively: <ul style="list-style-type: none"> (i) natural disasters – earthquakes, floods, gales, etc.; (ii) events related to human activity – e.g. wars, civil unrest, aircraft crashes, radioactive contamination by fission materials or radioactive waste, but not employee strikes, economic situations and similar circumstances related to the activities of the Party that appeals to force majeure;
Tender Documentation	means all documentation for the Contract Award Procedure compiled by the Client;
Record on acceptance / handover of the Facility	means the documents issued by the Client during takeover of the Facility or part of the Facility into use for the Operation Period in accordance with Art. 8.2 of the Contract;
Facility	means the (i) Pavilion and (ii) the Exposition, including the Materials, Technological Equipment, the parts and accessories thereof, which the Contractor is to deliver, construct, operate and remove under this Contract;
Client's Representative	means Jiří František Potužník – Commission General of the Client, or another person designated by the Client according to Art. 33.1;
Contractor's Representative	means ● TO BE COMPLETED BY THE CONTRACTOR or another person designated by the Contractor according to Art.33.2;
Binding regulations	means: <ul style="list-style-type: none"> a) any effective generally binding legal regulations, which is part of the Czech legal code; b) means the binding instructions, methods and other regulations, by which the Client

and/or Contractor is bound, under the condition that they are publicly accessible or that their existence was disclosed and content made accessible to the other Party; and

- c) the Participation Contract concluded on 10 April 2013 between the Client and Organiser (“*Participation Contract*”)
- d) any binding regulation applicable at the place of performance of the Contract, including all binding applicable rules and regulations issued by the Organiser in relation to the EXPO 2015, which are contained in the Tender Documentation or which will be provided to the Contractor by the Client in the course of the Performance Period, and binding technical standards applicable at the place of performance of the Contract;

Best practice

means the use of standards, processes, methods and procedures, which comply with the Binding Regulations, including the use of legally non-binding technical standards, and the application of a degree of skill, care, diligence, caution and foresight, that can customarily and reasonably be expected from a professionally qualified, capable and experienced person engaged in the respective activity under the same or similar conditions;

Change

means a change in the Project according to Art.18.

2. INTERPRETATION OF THE CONTRACT

2.1. Interpretation of the Contract

The following rules apply for the interpretation of this Contract, unless it explicitly follows otherwise from the context:

- 2.1.1. Expressions used in singular form include plural form and vice versa;
- 2.1.2. References to this Contract include references to potential amendments and additions hereto, if they were effective in a manner that complies with this Contract;
- 2.1.3. References to the Binding Regulations refer to the respective regulations in their valid and effective versions;
- 2.1.4. References to specific Binding Regulations also include references to the Binding Regulations which replace the Binding Regulations to which this Contract explicitly refers;
- 2.1.5. A reference to any document is a reference to the document in the form it has at the given time, including any changes and additions, apart from cases when the changes and additions to the respective document require the consent of one of the Parties to this Contract, and such consent was not granted;
- 2.1.6. The headings in this Contract serve only to ease orientation and have no impact on the interpretation of the provisions of this Contract; and
- 2.1.7. The annexes to this Contract are an integral part hereof.

2.2. References

References in this Contract to:

- 2.2.1. “article” mean references to an article of this Contract, unless explicitly stipulated otherwise in this Contract, and depending on the context may mean a reference both to the highest blocks of which the individual parts of this Contract are composed (e.g. this Article 2), and to the lower levels (e.g. this Article 2.2);
- 2.2.2. “paragraph” mean references to the paragraphs of this Contract, unless explicitly stipulated otherwise in this Contract, and depending on the context may mean any level

of text in the respective article; and

2.2.3. “annex” mean references to the annex to this Contract, unless explicitly stipulated otherwise in this Contract.

2.3. Contradictions between individual documents

If there is any contradiction between the provisions of this Contract and its annexes, the provisions of the Contract will take precedence. If there is any contradiction between the Client’s Requirements and the Contractor’s Proposals, the Client’s Requirements will take precedence.

2.4. Parties’ will and intent

Where this Contract refers to the will or intent of the Parties, the respective conduct will be considered conduct based on the will or intent of the respective Party, if this Party knew or should have known about the respective matter, or if it was the intent of the Client’s Representative, respectively Contractor’s Representative or any member of the statutory body, confidential clerk or manager of the respective Party or entities controlling it.

PART 2: PROJECT DESIGN AND SERVICES TO OBTAIN PERMITS

3. PROJECT DESIGN

3.1. Project Documentation

The Contractor is obliged at its own expense to compile and simultaneously provide to the Client the complete Project Documentation according to the Client’s Requirements, the Contractor’s Proposals and this Contract, including the Project Documentation required to obtain all the Permits according to Binding Regulations. The Project Documentation must be compiled by qualified persons according to Binding Regulations in compliance with Binding Regulations, in digital form in .DWG and .PDF format and in hardcopy paper format in two (2) original counterparts. To eliminate any doubts, it is stipulated that the term Project Documentation and its counterparts refers also to all versions of the Solution Study in a form that does not have the character of project documentation according to valid legal regulations, but is essential and/or adequate for the fulfilment of the Contractor’s other obligations according to this Contract.

3.2. Approval of Project Documentation by the Client

The Client has twenty (20) Business Days from receiving the respective part of the Project Documentation to approve the individual parts of the Project Documentation. If the Client does not ask the Contractor to amend the Project Documentation within this period, the given part is considered approved and the Contractor will use it as a basis for commencing the respective proceedings and processing subsequent parts of the Project Documentation.

3.3. Amendments to the Project Documentation

Before the respective part of the Project Documentation is approved, the Client may also request the amendment of such part of the Project Documentation even repeatedly. The Deadline for delivering the Amended Project Documentation always starts anew from delivery of the change request to the Contractor. If the Client requests the amendment of any part of the Project Documentation, the Permit Issuance Deadline is postponed by the number of days by which the provision of the respective part of the Project Documentation was postponed due to amendments upon request from the Client.

This provision does not apply to amendments of the Project Documentation requested by the Client in order to remove defects in the individual parts of the Project Documentation by the Contractor.

3.4. Defects in the Project Documentation

The Contractor is liable for the accuracy and completeness of the provided Project Documentation and the feasibility of the Project according to this Project Documentation. The Contractor is liable for coordinating the responsible project designers with the respective specialisations. If the Project Documentation contains defects, the Client may bill the Contractor the actually damage provably incurred by the Client based on such defective performance. In the case of defects in the Project Documentation, the Parties establish the Client's right to request and the Contractor's obligation to provide free removal of the defects in the warranty period. The Contractor undertakes to remove potential defects in the Project without undue delay, but maximally within 7 days from application of a justified claim by the Client in writing.

The Contractor hereby provides a guarantee on the quality of the project design for the Construction built on the basis of the approved Project Documentation throughout the warranty period, which corresponds to the planned lifetime of the Construction.

3.5. Proprietorship right, right to use the Project Documentation and other documents

The Client will acquire proprietorship rights to the individual parts of the Project Documentation, which do not enjoy protection under regulations concerning intellectual property rights, by approving these individual parts or upon passing of the approval deadline according to Art. 3.2 above.

By signing this Contract, the Contractor provides the Client, free of charge, with irrevocable, exclusive, transferrable and unlimited rights to create copies of, use and disclose to third parties the Project Documentation or any part, as well as any documents, paperwork, sketches, designs, changes in the Project Documentation, programs and data created or provided by the Contractor based on this Contract, which enjoy or may enjoy protection under regulations concerning intellectual property rights, including the right to modify or alter these works, all this for the purpose of implementing, operating, maintaining, changing, modifying, repairing and demolishing the Construction or individual parts thereof. The Contractor grants this right for the purpose of completing, operating, maintaining, changing, modifying and demolishing the Construction for an indefinite term and will authorise any person that is the proper owner or user of the respective part of the Construction to create copies, use and disclose such works to third parties for the purpose of completing, operating, using, maintaining, changing, modifying, repairing or demolishing the Construction or individual parts thereof.

4. SERVICES TO OBTAIN A PERMIT

4.1. Services to obtain Permits

The Contractor will perform all legal and other actions, in its own name or in the name of the Client is required by Binding Regulations, to ensure the issuance of all Permits, but not exclusively:

- (i) it will procure the Organiser's approval of the Project Documentation, and if necessary amend the Project Documentation according to the Organiser's instructions and requirements, whereas if making any changes in the Project Documentation based on the Organiser's instructions and/or requirements, the Contractor is obliged to procure repeated consent from the Client to the performed changes in the Project Documentation in the meaning of Art. 3.2;
- (ii) it will prepare, complete and submit the respective proposal for issuance of the Permit;
- (iii) it will obtain and arrange all the necessary permits, approvals, statements and other documents required for issuance of the Permit;
- (iv) it will represent the Client in administrative proceedings regarding the issuance of the Permit, if the Client is a party thereto according to Binding Regulations;

- (v) it will amend the respective part of the Project Documentation according to the comments and requirements of the respective authority and other affected authorities, according to the Client's instructions; and
- (vi) it will accept the Permit and deliver it to the Client.

The Contractor is obliged to submit to the Client the conditions and comments from the respective authority and other affected authorities and respective part of the Project Documentation amended according to these comments and conditions in compliance with the Binding Regulations, in digital form in .DWG and .PDF format and in hardcopy paper format in (2) original counterparts, without undue delay but maximally within ten (10) days after it receives such comments and conditions. The Client is authorised to approve the amended Project Documentation or request any changes thereto that can reasonably be requested. If the Client requests changes in the Project Documentation, the Contractor will amend the Project Documentation according to the Client's instructions and provide the Project Documentation in digital format and in the aforementioned number of counterparts to the Client for approval; it will do so without delay, but maximally within twenty (20) days from receiving such request.

The Contractor is obliged to submit a proposal for issuance of the Permit within fifteen (15) Business Days after approval of the respective part of the Project Documentation by the Client, and to ensure that the Permit is issued within the respective Permit Issuance. If the Permit is not issued within the Permit Issuance Deadline, the Contractor will pay the Client a contractual fine according to Art. 31.1 of the Contract; this does not apply if the Contractor proves that the Permit was not issued within the Permit Issuance Deadline for reasons of delay on the part of the authority or affected authorities in the proceedings on issuance of the Permit, which the Contractor did not cause directly or indirectly, assuming that the Contractor proceeded according to this Contract and the Client's instructions within these proceedings.

PART 3: FACILITY CONSTRUCTION IMPLEMENTATION

5. PLACE, TIME AND CONDITIONS OF PERFORMANCE

5.1. Handover of the Construction Site, start of work

The Client will hand over the Construction Site to the Contractor for the purpose of starting Construction within the Deadline for Handover of the Construction Site. When handing over the Construction Site, the Client will also hand over to the Contractor all the relevant documentation concerning the Construction Site, which is held by the Client and is necessary for the Construction, unless their handover to the Contractor is contrary to valid legal regulations or the Client's internal regulations.

During handover of the Construction Site, both Parties will sign a handover record and compile and entry in the construction daybook. The Contractor is obliged to commence Construction on the Date of Starting Work, provided that the Client has handed over the Construction Site to the Contractor within the Deadline for handover of the Construction Site.

The Contractor bears the risk of damage to the Facility from takeover of the Construction Site until the time of handover of the Record on Completion by the Client to the Contractor.

5.2. Client's requirements

The Contractor declares that it will fulfil all of the obligations arising from the Client's requirements as the contracting authority in the Contract Award Procedure, set out in Annex 7 to the Tender Documentation for the Contract Award Procedure, which forms Annex No. 2 to this Contract. The Contractor is bound by these requirements, unless the Parties agree otherwise.

6. TECHNOLOGICAL EQUIPMENT, MATERIALS AND WORK PROCEDURES

6.1. Liability for Technological Equipment and Materials

The Contractor will be liable for the packaging, loading, transport, delivery, unloading, warehousing, protection and any other use or handling of all Technological Equipment and Materials.

The Contractor is liable for ensuring that the Technological Equipment and Materials are fully qualified for the purpose which they are to serve in performing the Construction, both in technical and in documentation terms.

6.2. Use of Technological Equipment and Materials by the Contractor

The Contractor is liable for ensuring that the Technological Equipment and Materials are fully qualified for the purpose which they are to serve in performing the Project, both in technical and documentation terms. If any non-compliance is found between the status of the Technological Equipment and Materials and this purpose, the Contractor is obliged to inform the Client of this fact immediately. In the event of non-compliance between the status of the Technological Equipment and Materials and this purpose, and/or defects in the Technological Equipment and Materials, the Contractor must inform the Client of this fact immediately. The Contractor is obliged to ensure immediate repair or provision of a substitute part of Technological Equipment and Materials.

The Contractor is obliged to use the Technological Equipment and Materials with the care of a proper manager and with full professional erudition, which may be expected with regard to its experience; in doing so, it is obliged to adhere to the rules stipulated in the operation handbooks and other materials describing the rules of use.

The Contractor is obliged to ensure the regular cleaning of the Technological Equipment and Materials and the refilling of operating fluids and media (if any).

6.3. Means of implementation

The Contractor will produce or procure the Technological Equipment and Materials at its own expense and risk and furthermore perform work:

- a) in the manner set out in the Contract;
- b) professionally and thoroughly, according to Best Practice; and
- c) using adequately equipped production equipment and materials, which are not marked as unsafe by the Binding Regulations.

6.4. Quality assurance

The Contractor will implement a quality assurance system, which will ensure the quality requirements stipulated by the Contract. The Client will be authorised to review any aspect of this system.

6.5. Rejections and repairs

If in consequence of any test the Client finds that any part of the Facility does not correspond to the Contract, the Client may reject this part of the Facility. The Client will notify the Contractor of this rejection together with the reasons thereof. The Contractor will repair the defect immediately and ensure that the rejected item corresponds to the Contract.

After the Contractor informs the Client that the defect has been removed, the Client is authorised to request a repetition of the given test and any tests directly related to the failed test.

To eliminate any doubts, it is agreed that failure to explicitly reject a part of the Facility does not mean its approval, and therefore does not limit the Contractor's liability for due performance of the Facility according to the Contract.

6.6. Intellectual property rights

The Contractor is liable for the potential violation of industrial or other intellectual property rights of third parties during the production and delivery of the Materials and Technological Equipment and creation of Project Documentation. The Contractor is obliged effectively to defend or compensate the Client in cases when these third-party rights are applied, respectively effectively granted in connection to the use of industrial or other intellectual property rights by the Client according to this Contract.

The Contractor provides the Client with non-exclusive authorisation to exercise the right to use (license or sublicense) all of the intellectual property rights pertaining to the Materials and Technological Equipment and Project Documentation provided by the Contractor in relation to the fulfilment of this Contract, in unlimited time, territorial and quantity scope, and by all the means required for due use of the Materials and Technological Equipment and Project Documentation in the meaning of Act No. 121/2000 Coll., on copyright, rights related to copyright and the amendment of certain laws (Copyright Act), as amended. By concluding this Contract, the Contractor provides the Client with its consent and will ensure consent from the relevant authors, respectively executors of property rights to assign the aforementioned licenses or sublicenses to any third party. The Price includes the Contractor's remuneration for provision of the rights under this article, and any potential additional adequate remuneration for the author according to Section 49(6) of the Copyright Act.

7. TECHNICAL INSPECTIONS

7.1. Date of Technical Inspections

The Contractor will inform the Client about completion of the Facility at least twenty (20) days before such completion, and with this notice will send a proposal of the dates of individual Technical Inspections of the Facility based on its individual technical parts. Within five (5) Business Days of this notice, the Client will approve the dates of the inspections or will inform the Contractor of different dates; however, these must be stipulated so that the inspections are commenced maximally ten (10) days after the dates originally proposed by the Contractor.

Technical Inspections will be carried out only after the Contractor has fulfilled its obligation to submit the Contractor's documents set out in Art.7.3.

7.2. Technical Inspections of part of the Facility

With regard to the expected progress of Facility implementation, the Client will allow the Contractor to conduct Technical Inspections separately for the entire Facility. The provisions of this Art.7 apply as appropriate to Technical Inspections of parts of the Facility.

7.3. Documents for Technical Inspections

At least five (5) Business Days before commencing the Technical Inspections, the Contractor is obliged to prepare and submit to the Client, in clear and self-contained format, all of the Contractor's necessary documents, in particular:

- (a) documentation of the as-built performance of the Facility with duly depicted Changes and manually demarked discrepancies depicting the as-built performance of construction;
- (b) records and certificates of performed tests and revisions;
- (c) geodetic surveying of the Facility, including the geometric plan;
- (d) original construction daybook and assembly daybooks of the Subcontractors;
- (e) necessary documentation for launching operation of the Facility (warranty certificates, operating manuals, attests, records from tests, revision reports, draft operating rules for the entire facility, which will include the individual operating rules of the Technological Equipment, etc.);

- (f) documents proving the due training of the Client's Personnel in operating the individual units of Technological Equipment and their maintenance and repair (including the handover of detailed instructions for use and operation).

The Contractor's documents listed above must always be handed over in four (4) hardcopy counterparts and in electronic form, unless stipulated otherwise in the Contract.

7.4. Procedure of Technical Inspections

The Contractor will inform the Client at least forty-eight (48) hours in advance, unless agreed otherwise, about readiness to conduct Technical Inspections. If the Client does not arrive at the site at the announced time, the Contractor is authorised to conduct the Technical Inspections itself, whereas the Technical Inspections will be considered performed in the presence of the Client.

The Contractor will deliver the duly confirmed Technical Inspection reports to the Client without undue delay. As soon as the Technical Inspections are performed and the Client receives the Technical Inspection reports from the Contractor, the Client will confirm the Technical Inspection reports for the Contractor or issue a certificate with the same validity. If the Client does not attend the Technical Inspections, despite having been duly invited, it is understood that it fully accepts the results of the Technical Inspections as correct.

As soon as the Facility or part of the Facility undergoes Technical Inspections, the Contractor will submit the verified report on the results of these Technical Inspections to the Client.

7.5. Repetition of Technical Inspections

The Client is authorised to issue instructions to repeat the Technical Inspections. These instructions represent a Change and the responsibilities of the Parties in this case are governed by Art. 28.6. If such Technical Inspections determine non-compliance between the performed work and the Contract, the Contractor will bear the consequence of such Change even if these consequences should have been borne by the Client according to Art. 28.6.

If in consequence of the test the Client determines that some part of the Facility does not correspond to the Contract, the Client may reject this part of the Facility. The Client will inform the Contractor of this rejection along with indication of the reasons. The Contractor will correct the defect immediately and ensure that the rejected item corresponds to the Contract.

After the Contractor informs the Client that the defect has been removed, the Client is authorised to demand a repetition of the respective Technical Inspection and also any Technical Inspections that are directly related to the failed test.

7.6. Trial operation and complex testing

During Technical Inspections, trial operation of the Facility or its complex testing will also be launched, if required by this Contract, Binding Regulations or for other reasons.

8. **HANDOVER OF THE FACILITY FOR TEMPORARY USE**

8.1. Acceptance of the Facility for temporary use (hereinafter "**Acceptance of the Facility**")

The Contractor will call on the Client for Handover of the Facility after successful trial operation and complex testing (if performed according to Art. 7.6), and after all the defects found during the Technical Inspections have been removed. The contractual parties agree that with regard to the nature of the Facility and the Work as a whole, Acceptance of the Facility does not result in the transfer of proprietorship rights from the Contractor to the Client.

Based on the Contractor's request for Acceptance of the Facility, the Client:

- (a) will issue a Record on Acceptance of the Facility to the Contractor with indication of the date when the Facility was duly completed according to the Contract; or

- (b) will refuse to issue a Record on Acceptance of the Facility with indication of the reasons and listing of the defects that the Contractor must remove in order for the Record on Acceptance of the Facility to be issued. The Contractor will then remove these defects and in another notice according to this article, will call on the Client to issue a Record on Acceptance of the Equipment; or
- (c) will issue a Record on Acceptance of the Facility to the Contractor with indication of a list of defects that do not prevent due operation, a description of their manifestation and deadlines for their removal.

Simultaneously with issuing the Record on Acceptance of the Facility according to point (a) above, the Client will issue a Protocol on Completion of the Facility to the Contractor. If the Record on Acceptance of the Facility is issued according to point (c) above, the Client will issue the Protocol on Completion of the Facility within twenty (20) days from removal of the defects listed in the Record on Acceptance of the Facility.

To eliminate any doubts, it is stated that the Acceptance of the Facility does not constitute the handover of the Project in the meaning of the respective provisions of civil law with the corresponding consequences, but merely the handover of the Facility for the Client's use during the Operation Period.

8.2. Record on Acceptance of the Facility

The Record on Acceptance of the Facility will contain in particular:

- (i) identification data about the Facility, Contractor, Client, Building Permit,
- (ii) list of performed Changes and discrepancies from the Building permit;
- (iii) end of the Warranty Period on individual parts of the Facility, or the Materials and Technological Equipment according to the Contract;
- (v) list of potential defects that do not prevent due use, with a description of their manifestation and deadlines for their removal (if the Parties do not agree on the removal deadlines, the Client will designate them at its own discretion, adequately with respect to feasibility and its needs);
- (vi) list of works including a list of the Materials, Technological Equipment and works and other parts of the accepted Facility or parts thereof;
- (vii) draft invoice
- (viii) Client's declaration that it accepts the Facility to its use for the Operation Period;
- (ix) list of annexes;
- (x) Client's name and signature.

8.3. Acceptance of part of the Facility

At its own discretion, the Client is authorised to issue a Record on Acceptance of the Facility for any part of the Facility (in particular a part of the Materials and Technological Equipment).

The Client will not use any part of the Facility (apart from cases of temporary measures, which are either stipulated in the Contract or on which both Parties agree), unless and until the Client issues a Record on Acceptance of the Facility for this part.

8.4. Construction Site and areas requiring restoration to their original condition

The condition for issuing the Record on Acceptance of the Facility is the fulfilment of the Contractor's obligations arising from Art.9.3.

9. CONSTRUCTION DAYBOOK, INSPECTION DAYS AND CONSTRUCTION SITE

9.1. Construction daybook

From the Date of Starting Work until the issuance of the confirmation on completion of the project, the Contractor is obliged to keep a construction daybook according to the Binding Regulations in Czech and in the language required by the Binding Regulations. All pages of the construction daybook must be consecutively numbered in ascending order. The construction daybook will be administered in the number of copies required by the Binding Regulations, plus one copy. The Client is authorised to request one of the copies from the Contractor at any time. The Contractor's obligation to keep the construction daybook ends on the date of issuing Confirmation of Construction removal. After issuance of the Confirmation of Construction removal, the Contractor will submit the original construction daybook to the Client without undue delay, but maximally within five (5) Business Days.

Entries in the construction daybook are not considered a change of the Contract, but serve to elaborate potential additions and changes to the Contract. The Client has the right to comment on entries in the construction daybook made by the Contractor.

By means of an entry in the construction daybook, the Contractor will call on the Client at least forty-eight (48) hours in advance to inspect all the work that is to be covered up during further progress in constructing the Facility. If the Client does not propose a different deadline by means of an entry in the construction daybook, both Parties are obliged to attend the inspection on the given date. If the Contractor violates the obligation to invite the Client to an inspection, it is obliged to uncover the covered work and allow an inspection upon request from the Client; in the case, the Contractor bears all costs and liability for damages. If the Client does not attend the inspection on the agreed date, it applies that it consents to the work.

9.2. Inspection and Inspection Days

The Client is authorised to conduct ongoing inspections of implementation of the Facility in the meaning of Section 550 of the Commercial Code. In performing this Contract, the Contractor is obliged to proceed in accordance with the Client's interests and based on its instructions.

The Client and Contractor are authorised to call an inspection day by means of an entry in the construction daybook at least three (3) days in advance. The results of the inspection day will be entered in the construction daybook. The Contractor's Representative will compile minutes from each inspection day and send them within two (2) Business Days from the inspection day to the Client's Representative for approval.

In the case of discrepancies between the minutes from the inspection day and the entry in the construction daybook, the minutes from the inspection day will take precedence.

9.3. Construction Site

The Contractor will limit its activities on the Construction Site and any other premises that the Client has approved as work areas. During performance of the Constructions, the Contractor is responsible for guarding and protecting the Construction Site, maintaining order on the Construction Site, in neighbouring areas and on the access roads. It is obliged to ensure that there are no unnecessary obstacles on the Construction Site, and arrange for the storage, positioning or removal of all of the Contractor's equipment and materials, and is responsible for immediately removing any waste, rubble, garbage and excess materials and eliminating all temporary works that are no longer requirements, and for fulfilling any other obligations arising from the Binding Regulations in relation to the Construction Site. The Contractor is authorised to place only equipment, materials and other items needed to perform the Construction on the Construction Site.

The Contractor is fully liable for the safety and protection of the health of all individuals on the Construction Site. All individuals that access the Construction Site with the Contractor's knowledge must be equipped with adequate personal protective equipment.

Unless the Parties agree otherwise, the Contractor will remove and clear out from the Construction Site all of the Contractor's equipment and materials, rubble, construction waste and any temporary structures and equipment within the Completion Deadline. The Contractor will restore the Construction Site to operational condition and leave the Construction Site and

Facility in clean and safe condition within the Completion Deadline. If it violates this obligation, the Contractor is obliged to pay the Client the contractual fine set out in the Contract. A written handover protocol will be compiled by the Parties on handover of the Construction Site.

9.4. Electricity, water, gas and other services

The Contractor will be allowed to use electricity, water, gas and other services for the purpose of constructing and operating the Facility. The consumption of energy, water and other services based on the readings of consumption values on the invoicing meters installed by the Client at the connection points will be paid by the Contractor to the Client or directly to the service provider based on invoices issued by the Client, or by the provider of the respective services, for the entire period of constructing and operating the Facility, or by other means agreed by the Parties.

9.5. Utility networks on the Construction Site

Before commencing implementation of the Facility, the Client will familiarise the Contractor with the position and leading of utility networks and equipment located on the premises of the Construction Site and adjacent areas. The Contractor is obliged to proceed so that no damage occurs to these utility networks and equipment.

9.6. Environmental protection

The Contractor will take all the adequate steps to ensure environmental protection (both on and off the Construction Site) and to limit the damage and burden to people and property caused by pollution, noise and other consequences of its activity, as follows from the Binding Regulations.

10. LIABILITY FOR DEFECTS IN EQUIPMENT

10.1. Removal of defects

In order for the Facility to be functional and in the condition required by the Contract as at the date when the Operation Period ends, the Contractor

- (a) will remove all the defects set out in the Record on Takeover of the Facility, and
- (b) will remove all defects that were reported by the Client (or on its behalf) during the Operation Period.

The Contractor undertakes to perform all the necessary work free of charge to remove the defects in the Facility, whereas it is obliged:

- (i) to commence work on defects preventing operation of the Facility within two (2) hours from notification and to complete repair of the defect within the shortest possible time, but maximally within twelve (12) hours from notification.
- (ii) to commence work on defects not preventing operation of the Facility within three (3) days from notification and to complete repair of the defect within the shortest possible time, but maximally within twenty (20) days, unless the Parties agree otherwise in a specific case.

All work on the removal of defects will be performed at the Contractor's risk and expense.

11. OWNERSHIP RIGHT TO THE FACILITY, TECHNOLOGICAL EQUIPMENT AND MATERIALS

The Contractor declares that it is the owner of all the Technological Equipment and Materials needed for performance of the Facility and will be their owner throughout the entire duration of the Contract, and undertakes that it will be their owner even if they are delivered by Subcontractors. It is explicitly stipulated that the Contractor is obliged to ensure that this provision is respected by the Subcontractors and other parties, and to relieve the Client of any negative consequences caused by the violation of this provision, including compensation of

damages, accession to potential court or other proceedings on the side of the Client, acceptance of liability and other similar consequences.

PART 4: FACILITY OPERATION

12. SCOPE OF SERVICES

12.1. Manner of providing services

The Contractor undertakes, from the Opening Day of each Section until the Termination Date:

- (a) to provide Services and ensure operation of the given Section according to:
 - (i) the Service Requirements;
 - (ii) the Service Proposal;
 - (iii) all of the respective Permits (whereas the Contractor bears the risk of any Permit not being issued, being omitted or not suiting the given situation, or of the individual Permits contradicting each other);
 - (iv) the Binding Regulations;
 - (v) Best Practice; and
 - (vi) this Contract.
- (b) to ensure that the Services are provided and Section operation is ensured:
 - (i) by duly qualified and trained Workers;
 - (ii) in the required quality and Availability; and
 - (iii) so as not to interfere with use of the Facility by the Client, the Client's Personnel and User and with their justified rights, or with the interests of the owners or users of Adjacent Properties (including the fulfilment of binding hygienic limits concerning noise and dust).

12.2. Complex obligations

To eliminate any doubts, it is stated that the Contractor's obligations according to Art**Chyba!** **Nenalezen zdroj odkazů.** will be evaluated separately and the fulfilment of one obligation cannot remedy the failure to fulfil another obligation. In particular, the fact that the Contractor meets the Service Requirements cannot be used as defence against the claim that the Contractor did not fulfil the Service Proposal and vice versa.

13. SECTION STATUS

13.1. Section maintenance

The Contractor is obliged to ensure that:

- (a) all the Sections are Available;
- (b) the Contractor is able to provide the Services according to the Service Requirements and other provisions of this Contract;

throughout the Operation Period.

13.2. Inspections

- (a) If for adequate reasons the Client believes that the Contractor violates the obligations under Art.13.1, the Client is authorised upon prior written notification of the Contractor to conduct an inspection of the Sections and assess whether the Section are maintained according to Art.13.1.

- (b) In performing the inspections, the Client is obliged to proceed so as to interfere as little as possible in the provision of Services. The Contractor is obliged to ensure at its own expense that the Client is provided with all the necessary cooperation to conduct the inspections.
- (c) If the Client finds that the Contractor does not fulfil its obligations set out in Art. 13.1. **Chyba! Nenalezen zdroj odkazů.**, it is obliged to inform the Contractor in writing about how the Section and/or Services provided in it do not meet the requirements set out in Art.13.1., and to provide the Contractor with a deadline for unpaid correction, which consists of:
 - (i) for defects preventing operation of the Section or the provision of Services, the Contractor is obliged to commence correction within one (1) hour from notification and to complete correction of the defect within the shortest possible time, but maximally within twelve (12) hours from notification;
 - (ii) for defects not preventing operation of the Section or the provision of Services, to commence correction within two (2) days from notification and to complete correction of the defect within the shortest possible time, but maximally within (10) days, unless the Parties agree otherwise in a specific case.
- (d) Costs for conducting inspections are borne by the Client. However, if the inspection proves that the Contractor has not fulfilled its obligations set out in Art.13.1., the Contractor will compensate the Client for these costs.

14. OPERATION RULES

- 14.1. The Contractor is obliged to create and to maintain and update throughout the entire Operation Period the operation rules for the Facility, which will set out the rules for provision of Services and operation of Sections. The Contractor is obliged to submit the operation rules and amendments thereto to the Client for approval. Based on the Client's request, the Contractor is obliged to provide the operation rules and changes thereto for viewing to the Client's Representative whenever requested. Within ten (10) Business Day from the Termination Date, the Contractor is obliged to provide the Client with a copy of all the operation rules.

15. QUALITY MANAGEMENT

- 15.1. The Contractor is obliged:
 - (a) to ensure that the Construction is performed and the Services are provided in compliance with all quality management systems set out in the Contractor's Proposals, and in compliance with the standard generally applicable during the performance of similar Constructions and provision of similar Services; and
 - (b) to submit a draft of the quality management system that will comply with the standards set out in this article above within ten (10) Business Days from the Effective Date.
- 15.2. If the Client has any objections to the submitted quality management system, the Parties will strive to resolve these objections by agreement. If the Parties do not reach an agreement, they will proceed according to Art. 42.
- 15.3. The Contractor is obliged to appoint a quality manager without undue delay after the Effective Date (or ensure that one is appointed by the Contractor's Personnel), who will be responsible for:
 - 15.3.1. ensuring the effective implementation and fulfilment of the quality management system agreed by the parties or stipulated according to this Art. 15 ("**Quality Management System**");

- 15.3.2. controlling the Quality Management System are regular intervals and reporting to the Contractor and Client;
 - 15.3.3. revising the Quality Management System at the intervals agreed with the Client, so as to ensure the consistent adequacy and effectiveness of the Quality Management System; and
 - 15.3.4. providing information about all matters concerning quality management to the Client.
- 15.4. The Client is authorised:
- 15.4.1. to conduct regular inspections of the Quality Management System at monthly intervals; and
 - 15.4.2. to conduct other regular or random inspections of the Quality Management System.
- 15.5. The Contractor is obliged:
- 15.5.1. to ensure that the Client also has similar controlling rights (regular and random) in relation to its Subcontractors; and
 - 15.5.2. to cooperate with the Client and ensure that the respective Subcontractors cooperate with the Client, including the provision of all information and documents concerning the exercising of the Client's rights according to this Art.15, which the Client may reasonably require.

PART 5: RESTORING LOTS TO THEIR ORIGINAL CONDITION

16. RESTORING LOTS TO THEIR ORIGINAL CONDITION

16.1. Immediately after termination of the Operation Period, the Contractor is obliged to restore the Lots to the condition they were in at the moment of handover of the Construction Site to the Contractor, or to the condition designated by the Client and/or Organiser. The Contractor is obliged to proceed according to the instructions from the Client, this Contract and the Binding Regulations, as well as the Organiser's instructions. The Contractor is obliged to procure all Project Documentation and permits required for restoring the Lots to their original condition> The Contractor must not commence work on restoring the Lots to their original condition before issuance of the respective Permits.

16.2. The Contractor is obliged:

- (a) to dismantle and permanently liquidate those parts of the Facility (including foundations, facades, built-in components, Technological Equipment), which cannot be saved for later use without damage or permanent devaluation during dismantling; and
- (b) to dismantle and reuse for its own purposes or the purposes of third parties of its choice all parts of the Pavilion (including the foundations, facades, built-in components, Technological Equipment), which can be saved for later use without damage or permanent devaluation during dismantling, whereas all costs for transport to the place of further use are borne by the Contractor.

16.3. Takeover of the Lots by the Client and Organiser

The Contractor will call on the Client to take over the Lots after it restores the Lots to their original condition in accordance with this Contract, but at latest by the end of the Deadline for Construction Removal.

Based on the Contractor's request to take over the Lots, the Client will:

- (a) issue Confirmation of Construction Removal to the Contractor, with indication of the date when the Lots were duly restored in line with the Contract and Binding Regulations; or

- (b) refuse to issue Confirmation of Construction Removal with indication of the reasons and defects, which the Contractor must remove in order to allow issuance of the Confirmation of Construction Removal, and indication of the deadline by which the Contractor must remove these defects. The Contractor will then remove these defects and call on the Client by means of another request according to this article to issue Confirmation of Construction Removal, at latest within the deadline stipulated by the Client.

If the Confirmation of Construction Removal is not issued by 15 December 2015, the Contractor is obliged to pay the Client the contractual fine set out in Art. 28.2.2.

After issuing the Confirmation of Construction Removal, the Contractor will ask the Organiser to take over the Lots at latest by 20 December 2015. If the Lots are not handed over to the Organiser at latest by 31 December 2015 and the Client does not receive confirmation of this fact by 31 December 2015, the Contractor is obliged to pay the Client the contractual fine set out in Art. 28.2.2.

16.4. Confirmation of Construction Removal

The Confirmation of Construction Removal will contain in particular:

- (i) Identification data about the Contractor, Client and Lots,
- (ii) List of the Contractor's Materials and Technological Equipment that will be removed from the Lots according to the Binding Regulations and transported to the Czech Republic;
- (iii) List of Materials and Technological Equipment that will be liquidated on the spot;
- (iv) List of annexes;
- (v) Declaration of the Client that it accepts the Lots; and
- (vi) Client's name and signature.

PART 6: GENERAL PROVISIONS

17. SCHEDULE, DEADLINES, INTERRUPTION AND DELAYS

17.1. Commencing work

The Contractor is obliged commence work on the Project and will continue performing work on the Project effectively and without delays according to the Schedule and Work Schedule until the Termination Date.

17.2. Completion deadline

The Contractor is obliged to complete Construction of the Facility according to this Contract within the Completion Deadline. The Facility is considered duly completed within the Completion Deadline if the Project is completed without defects within this deadline, or if all the defects listed in the Record of Acceptance of the Facility and in the Occupancy Permit are removed by this deadline and all potential conditions set out in the Occupancy Permit are fulfilled. To eliminate doubts, it is explicitly stipulated that the Completion Deadline cannot be extended.

17.3. Work Schedule

Within five (5) Business Days from signing the Contract, the Contractor is obliged to submit a Work Schedule, the minimal scope of which is defined below. The Work Schedule must be compiled with respect to the deadlines set out in the Schedule. The Contractor will also compile and submit the revised Work Schedule to the Client without undue delay, whenever the previous Work Schedule does not correspond to the actual progress of Project performance or fulfilment of the Contractor's obligations. Each Work Schedule must contain:

- (a) the procedure through which the Contractor intends to perform the Project, including the expected timeframe for each phase of work on the Project, the necessary or used documents of the Contractor, the procedure for assigning subcontracts, deliveries to the Construction Site, assemblies and tests,
- (b) definition of the activities to be carried out by individual Subcontractors, and
- (c) a cover report that contains:
 - (i) a general description of the methods the Contractor intends to use, a description of the main phases of performing activities; and
 - (ii) details outlining the Contractor's justified estimate of the number of the Contractor's Personnel in each professional category and all the types of equipment that are required in each of the main phases of Project implementation.

If within twenty-one (21) Business Days after receiving the Work Schedule, respectively the revised Work Schedule, the Client does not inform the Contractor about the scope in which it does not correspond to the Contract, the Contractor will proceed according to such Work Schedule and in accordance with its other obligations according to the Contract. The Client's Personnel will be authorised to reply on the Work Schedule in the planning of their Activities.

The Contractor will inform the Client immediately of any probable extraordinary future event or circumstance that can have a negative impact on performance of the Project, lead to Change or delay performance of the Project.

Whenever the Client reproaches the Contractor for the fact that the Work Schedule does not correspond to the Contract or actual progress of the Project, the Contractor will immediately submit the revised Work Schedule to the Client according to this Art.17.3, at latest within seven (7) days from receiving such objection. If the Client does not require something else, the Contractor will apply the respective revised activity methods, so that their progress complies with the Contract, which may require an increase in the number of working hours, including the possibility of working twenty-four (24) hours a day, seven (7) days a week, and/or increasing the number of the Contractor's Personnel and/or equipment, all at the Contractor's risk and expense.

18. CHANGES

18.1. Changes

The Client is authorised to propose the performance of Changes

- (a) in the Project Documentation at any time before approval of the respective part of the Project Documentation by the Client;
- (b) in Services for obtaining Permits at any time before obtaining the respective Permit;
- (c) in the Construction at any time before issuing the Protocol on acceptance of the Facility;
- (d) in Services at any time before 31 October 2015;
- (e) in work related to removal of the Construction at any time before issuing the Confirmation of removal of the Construction;

in the form of an instruction to perform a Change. The Client will confirm the performance of the Change according to the proposal of Change performance from the Contractor by issuing an instruction to perform the Change. The Client's Representative is authorised to issue the instruction to perform the Change on behalf of the Client. The consequences of Changes are governed by Art. 28.6. A change in the Price related to a Change is determined using the procedure under Art. 27 .

18.2. Obligation to perform the Project in reduced scope

Upon instructions from the Client, the Contractor is obliged to perform the Change. Apart from the other provisions of the Contract, the rules set out in this Art. 18 apply to the performance of

Changes. The Contractor is obliged to keep complete records of Changes, even those that were only proposed or discussed, throughout the entire Performance Period. The Contractor must not diverge from the specification of the subject of performance set out in the Contract, unless and until the Client gives instructions to make such a Change.

18.3. Instruction to perform a Change

The instruction to perform a Change contains:

- (a) description of the activities that must be carried out in performing such a Change, which the Contractor adheres to in performing the Project at the time of issuing the instructions;
- (b) change in the Price, including appraisal of the individual items affected by the Change, if the change in Price or any component of the Price occurs in consequence of the Change; and
- (c) changes in the Work Schedule, if any occur in consequence of the Change.

18.4. Contractor's cooperation

Before issuing the instruction to perform a Change, the Client is authorised to request that the Contractor elaborate the necessary references and price calculations, in particular an overview of the expected quantity of materials and expected number of hours that will be worked in relation to the Change, both in units of measure and in prices, etc.

18.5. Contractor's right to propose a Change

At any time in the course of performing the Project, the Contractor is authorised to propose a Change to the Client, the performance of which is in the Client's best interest. The Contractor's proposal for the change must meet the same requirements as the instruction for Change performance under Art.18.3.

18.6. Right to request a Change proposal

At any time in the course of Project performance, the Client is authorised to call on the Contractor to elaborate a proposal for Change performance, or to supplement a proposal elaborated by the Client, and to stipulate an adequate deadline for elaborating the proposal.

Within the stipulated deadline, the Contractor will submit to the Client the proposal for Change performance, which must meet the same requirements as an instruction for Change performance under Art.18.3, or to reply with indication of the reason that the elaboration of the requested Change proposal is not feasible. If elaboration of the Change proposal provably requires a longer time than the deadline stipulated by the Client, the Contractor will report this to the Client immediately with indication of the reason.

If any of the data in the proposal for Change performance is missing or incomplete, the Client is authorised to return it to the Contractor for correction or completion. In this case, the Contractor is obliged to submit a corrected and completed proposal for Change performance without undue delay.

19. INSTRUCTIONS AND DESIGNATION

19.1. Client's instructions

The Client may give the Contractor binding instructions and submit additional or altered documents required for the fulfilment of the Contract at any time. If the instruction represents a Change, Art. 18 will be applied.

The Contractor must fulfil the instructions issued by the Client in any matter related to the Contract.

Whenever possible, the instructions will be given in writing. If the Client:

- (a) issues oral instructions; and
- (b) receives written confirmation of the instructions from the Contractor; and
- (c) does not react with a written refusal and/or different instructions within two (2) Business Days after receiving confirmation;

then the confirmation becomes the written instruction..

19.2. Designation

Whenever a Party stipulates that it will proceed according to this Art. 19.2 for approval or designation of a given matter, and the parties fail to agree, the Client will determine all of the decisive circumstances and upon consultation with the Contractor, will issue a binding instruction to decide about the further progress of work, without undue delay.

The Client will disclose every designation to the Contractor together with supporting arguments. The justification of the designation disclosed by the Client, in cases when the Contractor does not acknowledge it, will be determined by an independent court expert appointed by the Client. If the designation is deemed justified by the expert, the Contractor will remove the defect within the deadlines stipulated above and will compensate the Client for the costs of appointing an independent court expert within ten (10) days from delivery of their billing.

Regardless of the foregoing, the Contractor undertakes to respect the Client's decision and is obliged to proceed according to such designation until it is replaced with final validity by a new decision of the Client based on the expert opinion (at the Client's discretion) or by an effective decision according to Art. 42.

20. CONTRACTOR'S PERSONNEL

20.1. Contractor's partners

The Contractor is authorised to hire its own Subcontractors for the purpose of performing certain parts of the Contract, under the condition that no Binding Regulations are violated, and that in such case the Contractor will be liable to the Client as though the Contractor had provided the part of its obligations from this Contract thus performed by itself. The Contractor is also liable for coordinating the Subcontractors.

The Contractor must not conclude a contract with the Subcontractor for performance of the entire subject of the Contract, but is authorised to assign the performance of part of the subject of the Contract to a Subcontractor (Subcontractors).

Within its bid in the Contract Award Procedure, the Contractor submitted to the Client a list of Subcontractors, through which it intends to perform any part of the Facility that exceeds 10% of the Price; the first list of Subcontractors forms **Annex No. 6** to this Contract.

Before assigning any part of the subject of this Contract to a Subcontractor, the value of which exceeds 10% of the Price, the Contractor is obliged to inform the Client of the commercial designation or name of the Subcontractor(s) for the individual parts of the Project and submit to the Client copies of the respective permits, concessions, attests, certificates and licenses, which are required for the performance of such individual part of the Project by the Subcontractor.

The Contractor is obliged to submit to the Client all contracts concluded with the Subcontractor, including amendments thereto, within five (5) Business Days from their signing or within five (5) Business Days from the Effective Date, depending on which of these moments occurs later.

20.2. Subcontractors appointed by the Client

If the Client appointed any Subcontractor appointed by the Client, the Contractor is obliged to conclude a contract with the Subcontractor appointed by the Client for the purpose of performing this Contract, and to provide it with the necessary cooperation for the purpose of due and punctual performance of the subject of this Contract and the contract concluded between the Contractor and the Subcontractor appointed by the Client. The Contractor bears liability for the

performance of obligations by any Subcontractor appointed by the Client as though it were performing these obligations itself.

20.3. Main Sub-suppliers

The Contractor may change the Main Sub-Supplier only with prior written consent from the Client. The Client must reply to the request for consent within twenty (20) Business Days and must not refuse this consent without due reason. To eliminate any doubts, it is stated that the Client is authorised to refuse consent particularly but not only in the case of replacement of the Main Sub-supplier by a different Sub-supplier, if the new Sub-supplier does not fulfil the professional, economic, financial or technical qualification conditions, which the Contractor proved in the Contract Award Procedure through the replaced Main Sub-supplier. Regardless of the foregoing, the Parties have agreed that the Contractor is not authorised to change the Main Sub-supplier that prepared the Solution Study for the Contractor, unless the Parties agree otherwise in writing. [This Contract also includes the Sub-supplier's Guarantee set out in Annex No. 8, compiled according to the Tender Documentation.]¹

20.4. Transfer of the Subcontractor's obligations

In the event of resignation from this Contract, or if the Subcontractor's obligations outlast the expiry date of the respective warranty period, or if required by the Binding Regulations and the Client gives the Contractor instructions before this date to transfer to the Client the Contractor's rights corresponding to the Subcontractor's obligations, the Contractor is obliged to arrange this transfer to the Client immediately, but at latest within 20 days from receiving such request. Unless stipulated otherwise in the transfer of rights, the Contractor will have no obligations towards the Client for the Subcontractor's performance after the transfer of rights comes into effect.

20.5. Project Manager's CV

The structured CV of the Main Project Manager compiled by the Contractor in accordance with the Tender Documentation forms **Annex No. 7**. Any change in the identity of the Main Project Manager is subject to prior consent from the Client; with the request for this consent, the Contractor is obliged to submit to the Client the structured CV of the new Main Project Manager. The Client will not refuse consent without due reason.

The Contractor also undertakes to submit to the Client within fifteen (15) days from signing the Contract the List of Author and Realisation Team of the Contractor's Personnel, which will become a part of **Annex No. 7**. The List of Author and Realisation Team of the Contractor's Staff will contain: (i) a list of the key members of the Contractor's author and realisation team and (ii) outline of mutual relations between the key members of the Contractor's management team (organogram). Any change in the Contractor's author and realisation team is subject to prior consent from the Client; the Client will not refuse consent without due reason.

20.6. Undisciplined conduct

The Contractor is obliged always to adopt all measures for the purpose of preventing any illegal, disorderly or unacceptable behaviour of the Contractor's Personnel and to preserve order and protection of individuals and property on the Construction Site or near it.

The Contractor is obliged to ensure that the Contractor's Personnel adhere to all Binding Regulations, including those concerning work safety.

The Contractor will ensure that the Contractor's Personnel are not under the influence of alcoholic beverages or toxic substances when accessing the Construction Site, and do not consume such beverages or substances on the Construction Site or when performing work outside of the Construction Site.

¹ This sentence and Annex No. 8 will be applied in the case foreseen in Art. 6.1(a) of the Tender Documentation.

The Contractor will notify the Client if any of the Client's Personnel behaves contrary to the Binding Regulations or otherwise disrupts the due course of work on the Construction Site.

20.7. Recalling and eviction of the Contractor's Personnel

The Client may demand that the Contractor recall (or ensure the recalling) or to evict from the Construction Site any person working on the Construction Site or Project, if such person in the Client's opinion:

- (a) continually behaves incorrectly;
- (b) performs their duties incompetently or negligently;
- (c) does not fulfil any provision of the Contract or Binding Regulations; or
- (d) repeatedly behaves in a manner that threatens the property and/or health and safety of individuals or environmental protection.

If necessary, the Contractor will then appoint (or ensure the appointment of) adequate substitutes.

20.8. Labour regulations

The Contractor is obliged to act in accordance with all the respective labour regulations according to the Binding Regulations that apply to the Contractor's Personnel, including legal regulations concerning in particular employment, protection of health, safety, social security and granting work permits.

20.9. Project Manager

The Contractor is obliged to appoint a Project Manager and disclose the name of this person to the Client at least thirty (30) days before starting Construction. The Client is authorised to request a change in the Project Manager. The Contractor is obliged to appoint and disclose the name of the new Project Manager within twenty-four (24) hours from delivery of the request to change the Project Manager. The Contractor may change the Project Manager by written notice to the Client, if the Client consents to this change. The Client must not refuse or delay such consent without due reason. The Contractor is obliged to substantiate the qualifications of the appointed Project Manager to the Client according to Binding Regulations.

20.10. Occupational health and safety

The Contractor is obliged to adopt all measure to ensure the health and safety of the Contractor's Personnel in accordance with the Binding Regulations. For this purpose, the Contractor will elaborate a detailed plan for fulfilling and inspecting occupational health and safety. The Contractor is responsible for equipping the Contractor's Personnel with protective attire, other protective aides and personal equipment. Furthermore, the Contractor is obliged to instruct all of the Contractor's Personnel about occupational health and safety on the workplace. A written record will be compiled of this training. In cooperation with a public authority of the Italian Republic and the Organiser, the Contractor will ensure, in the scope required by the respective Binding Regulations, that a person able to provide first aid is always present on the Construction Site, and that the Construction Site is equipped with first aid resources, and that adequate measures are adopted to satisfy all social and hygienic requirements and prevent epidemics.

The occupational health and safety technician will be responsible for protecting health and preventing accidents and injury on the Construction Site. This person will have the due qualifications for these activities according to the Binding Regulations and will be authorised to give instructions and adopt protective measures in order to prevent accidents and injuries. During performance of the Project, the Contractor is obliged to provide this person with everything required for the purpose of due performance of their activities. The Contractor is authorised to replace the occupational health and safety technician only with prior consent from the Client.

The Contractor is obliged to send the Client detailed information about any accident, as soon as it is practically possible after the occurrence of such accident. The Contractor is obliged to keep

records and upon justified request from the Client, to prepare reports on the medical condition, safety and social security of persons and damage to assets. The Contractor undertakes to submit the ledger of injuries to the Client at any time for viewing.

Upon order from the Client, the Contractor is obliged to remove any deficiencies regarding occupational health and safety, fire prevention and hygiene with an adequate deadline stipulated by the Client.

20.11. Equipment for technical personnel and labourers

The Contractor will ensure for the Contractor's Personnel and will maintain all the necessary social and hygienic equipment according to Binding Regulations. This equipment will also be accessible and usable for the Client's Personnel.

The Contractor will not allow any of the Contractor's Personnel to reside temporarily or permanently in the Pavilion.

20.12. Client's Personnel

The Client is obliged to ensure that the Client's Personnel fulfil all the Binding Regulations concerning its activity on the Construction Site, in particular as concerns the rules of safety and environmental protection.

20.13. Prohibition of headhunting

The Contractor undertakes that it will not (and will not even attempt) directly or indirectly to employ and/or otherwise hire any of the Client's Personnel until the Termination Date.

21. DOCUMENTS

21.1. Usage of documents of the Contractor by the Client

Within the contractual relationship, the Contractor is entitled to the copyright and other intellectual property rights to documents processed by the Contractor (or on their behalf).

By concluding this Contract, the Contractor grants the Client the non-cancellable, transferable, exclusive, unlimited and free of charge right to create copies, use and disclose documents processed by the Contractor, including the creation and use of their modifications, and to do so in order to finish, operate, maintain, change, modify or demolish the Facility. This right is granted by the Contractor to the Client for an indefinite period of time.

By concluding this Contract, the Contractor grants a written consent with assigning the above specified rights to any third person who shall in the future become full or partial owner or user of the Facility, provided that the Client informs the Contractor about the assignment of rights and about the assignee without unnecessary delay.

The Contractor is obliged to process all documentation required by the Organizer or relevant Italian authorities in English or Italian language and to secure all translation and interpreting services related to the Work at their own expense.

21.2. Usage of documents of the Client by the Contractor

The Client is entitled to the copyright and other intellectual property rights to documents created by the Client (or on their behalf) or to documents which the Client is entitled to use for the purposes of realization of the Facility on basis of agreements with the owners of such rights. Without consent of the Client, these documents shall not be copied, used or disclosed by the Contractor to third parties, with the exception of situations where it is necessary for the purposes following from this Contract.

21.3. Confidential Information

All Confidential Information shall be considered confidential by the Parties and the Contractor is obliged to protect this information until it becomes publicly known or until the Client grants their consent with the disclosure. Confidential Information does not include information that:

- (a) is publicly known or available during its use or publication, provided that the public availability or knowledge was not caused by a breach of legal or contractual obligations; or
- (b) was provided to the Contractor by a third person who is not involved in the construction of the Facility in any way and who is authorized to use this information freely and provide it to third parties.

Without prior written consent of the Client, the Contractor commits to:

- (a) refrain from using Confidential Information for any purposes other than realization of the Work and fulfilling obligations following from this Contract, namely from using the Confidential Information for obtaining orders for other works or for the needs of third party projects; and
- (b) refrain from publishing or providing Confidential Information to any third party, with the exception of their own authorized employees, members of internal bodies, expert consultants and legal representatives. These persons might be provided Confidential Information only if they are bound by the same non-disclosure agreement for this information as the Parties of this Contract. If a third party breaches the non-disclosure obligation, the Contractor shall be held responsible as if they themselves breached this obligation.

If any state administration body or local government body, court or other public body requires the disclosure of Confidential Information, whether in the Czech Republic or Italia, the Contractor shall immediately inform the Client in written form about this fact and shall cooperate with the Client during the implementation of all means that could prevent the disclosure of Confidential Information.

To exclude all doubts, it is hereby stated that the Client is authorized to disclose this Contract and any other Contracts of the Contractor with Subcontractors to third parties in accordance with the requirements of Binding Regulations.

21.4. Ensuring the performance of obligations of the Contractor

If the Contractor fails to meet any of their obligations arising from this Contract and does not meet this obligation within a reasonable additional period determined by this Contract or reasonable additional period determined by the Client that shall not exceed twenty (20) days, the Client is, without affecting any rights and claims of the Client following from this Contract, authorized upon their own discretion to perform the obligation of the Contractor or authorize other persons to perform this obligation at the expense of the Contractor, and furthermore the Client is authorized to stop the payment of the Price until this obligation of the Contractor following from this Contract is fulfilled. The Client is not obliged to provide a reasonable additional period in case it is not possible with regards to the Client's legal or contractual obligations or if it would create a risk for the Client. Unless specified otherwise by the Contract, the Client in such situations is authorized to perform the obligation on behalf of the Contractor or authorize other persons to perform this obligation at the expense of the Contractor and stop the payment of the Price immediately after the non-performance of the Contractor's obligation.

In such case, without affecting other claims of the Client arising from the Contract, the Contractor shall not be responsible for defects originating from the performance of such obligations by the Client or third party on behalf of the Contractor. The Contractor, however, is obliged to proceed with expert care during further realization of the Facility and immediately inform the Client about any possible defects present in such parts of the Work.

The Client is authorized to offset costs incurred during the performance of such obligation of the Contractor against any receivable of the Contractor towards the Client or withdraw the relevant amount from the Security Deposit.

22. GENERAL OBLIGATIONS OF THE CLIENT

22.1. Provision of starting documents

Based on a written protocol signed by both Parties, the Client shall provide the Contractor within ten (10) days after signing the Contract with all relevant documents concerning the Work (starting documents) that are held by the Client and that are necessary for processing the Project Documentation and provision of Services for obtaining the permit. If the Client does not hand over these documents within the above specified deadline, the deadline for obligations of the Contractor arising from this Contract shall be extended for the number of days of the Client's delay.

If any relevant documents are obtained any time after this handover, the Client shall provide these documents to the Contractor within ten (10) Business Days after such documents are obtained by the Client.

All documents handed over by the Client to the Contractor and all documents processed by the Contractor for the Client shall be deposited and kept by the Contractor on a safe place, until they are accepted by the Client on the basis of a written protocol.

If any Party discovers an error or technical defect in any of the documents handed over by the Client to the Contractor, this Party is obliged to immediately inform the other Party about such error or defect.

22.2. Provision of power of attorney

Based on a written request of the Contractor, the Client shall provide the Contractor with all required powers of attorney for realization of the Work. The Contractor shall ask the Client in written form for the provision of the power of attorney always at least ten (10) days in advance.

22.3. Provision of cooperation

Based on a written request of the Contractor, the Client shall provide the Contractor with all reasonably requested cooperation necessary for proper and timely preparation and realization of the Work.

22.4. Technical council

Any Party is authorized to call the technical council for important reasons for the purposes of inspection and coordination of the performance of rights and obligations arising from the Contract; the other Party commits to attend the called councils. The Party that calls the technical council must inform the other Party about the place and time of the meeting at least three (3) Business Days in advance. Minutes shall be taken from every technical council. Report from the technical council shall be processed by the Contractor and shall be delivered for approval and comments to the Client in at most five (5) days after the technical council was held.

23. GENERAL COMMITMENTS OF THE CONTRACTOR

23.1. Expert care

The Contractor commits to realize the Work conscientiously, in good faith, properly and on time, with the highest possible expert care, established professional practice and in accordance with the interests of and instructions from the Client, valid Binding Regulations, safety rules and valid technical norms in the Czech Republic and Italia, regardless of whether they are binding or not. In case of contradiction between Czech and Italian technical norms, the Italian technical norm takes precedence.

The Contractor is obliged to secure all notices, pay all taxes, reductions and fees and secure all Permits required by Binding Regulations in relation to the performance and completion of the Work and removal of defects; in addition the Contractor shall compensate the Client in case the Contractor fails to do so.

The Contractor commits not to employ employees without relevant work permits during the Construction and to comply with Binding Regulations valid for the employment of foreign employees. Furthermore, the Contractor is obliged to ensure that these obligations are met by their Subcontractors.

The Contractor's Representative and the Project Manger shall be able to speak and write in English on a communication level; alternatively the Contract shall ensure translation services in the required scope at their own expense.

23.2. Instructions of the Client

The Contractor shall realize the Work in accordance with instructions of the Client and other norms of the Client that shall be provided by the Client. The Contractor is obliged to act in accordance with instructions of the Client and is not authorized to deviate from these instructions, unless such deviation is necessary in case of emergency, where interests of the Client need to be protected and receiving previous written consent of the Client cannot be reasonably required.

If instructions issued by the Client to the Contractor are not suitable for the purposes of timely and proper realization and completion of the Work or are in disagreement with the Binding Regulations or justified requirements of tender participants, authorities or affected organizations, the Contractor shall immediately after receiving such instruction inform the Client in written form, otherwise the Contractor shall be held responsible for all damage caused by the performance of such instructions. If, despite the written notice of the Contractor about the unsuitability of the instruction, the Client insists in the written instruction on its realization, the Contractor is obliged to perform such instruction and shall not be held responsible for damage caused by this instruction.

23.3. Cooperation

The Contractor commits to realize the Work in coordination, cooperation and continuous daily communication with the Client, their advisors and other Contractors and other persons involved in the Contract performance, and to do so in the maximum possible scope.

23.4. Document management

Without unnecessary delay, by fifteen (15) days from the Completion Date at the latest, the Contractor shall gather records and create a clear archiving system, which will enable the Client fast orientation and will provide the Client with all documents, correspondence, drawings, changes of the Project Documentation, programs and data (in printed and electronic form) related to the Project realization in accordance with the Contract.

The Contractor is obliged to return all objects and documents to the Client that they received from the Client in relation to the Work realization within three (3) days after the last part of the Work is completed.

23.5. Marketing

The Contractor acknowledges that without written consent of the Client they are not authorized to promote themselves as a contractual partner of the Client during the promotion or presentation of their own person or activities. Presentation and promotion of the Contractor's person or activities in accordance with this Contract refers namely to:

- (i) Holding press conferences by the Contractor related to EXPO without the presence of the Client;
- (ii) Using the label "contractual partner" for the Client on any promotion or presentation materials;
- (iii) Using trademarks or logos of the Client on any promotion materials;
- (iv) Arranging and publishing articles informing about the contractual partnership with the Client;

- (v) Any public or media presentation of the Contractor's person or activities as a contractual party of the Client.

The Contractor might provide information about their activities only on behalf of themselves. The Contractor acknowledges that the relationship and contact of the Client with media and the public in relation to the Work is the exclusive right of the Client. The Contractor is obliged to ensure that obligations stipulated by this paragraph are observed also by the Subcontractors.

24. QUALIFICATION OF THE CONTRACTOR

The Contractor declares that they are authorized to perform the subject of this Contract and that they have the required qualification and permits in accordance with the Binding Regulations.

PART 7: PRICE AND SECURITY DEPOSIT

25. PRICE

25.1. Price

The Client shall pay the Contractor the Price in the amount of [● TO BE COMPLETED BY THE CONTRACTOR] CZK (in words: [● TO BE COMPLETED BY THE CONTRACTOR]) for the provision of all performances of the Contractor in accordance and compliance with this Contract.

The Price consists of the sum of the Pavilion Price and Operation Price. To exclude all doubts, it is hereby declared that this is regardless of the fact that the Client shall not become the owner of the Pavilion, since the realized Pavilion is dismountable and Materials and Technological equipment are reusable by the Contractor.

VAT regime shall be applied in accordance with Act No. 235/2004 Coll. on Value Added Tax, as amended, and in compliance with relevant Binding Regulations and applicable European Union regulations.

The Parties agreed on the following:

- (a) The Price must not be modified due to inflation, deflation or changes of the CZK exchange rate;
- (b) The Price includes all costs and expenses of the Contractor for the performance of all obligations of the Contractor stipulated in the Contract including the transport of all Materials and Technological equipment necessary for the Work realization on Lots, regardless of whether the concrete provision of the Contract stipulates that the performance of the given obligation of the Contractor is carried out at the expense of the Contractor or not;
- (c) The Contractor shall pay all customs, fees and taxes following from the Contractor's obligations in accordance with the Contract and the Price must not be adjusted by these customs, fees and taxes; to exclude all doubts, it is hereby stated that the Price also includes the corresponding value added tax;
- (d) Administration fees and requirements of state administration bodies and local government bodies and sanctions charged by these bodies shall be included in the costs covered by the Contractor, with the exception of costs paid by the Client that are explicitly stipulated by this Contract;
- (e) The Price might be changed only in case of implementation of Changes according to Article 18 of the Contract.

25.2. Sufficiency of the Price

By concluding this Contract, the Contractor declares and confirms that:

- (a) The Price is correct and sufficient, and
- (b) The Price is based on data, interpretation and required information, inspections and surveys.

Unless explicitly specified otherwise by this Contract, the Price includes the performance of all obligations of the Contractor following from this Contract (including provisional items and transport price) and all matters and activities required for proper performance and completion of the Work and removal of all its defects.

25.3. Final calculation of the Price

The Contractor shall present the final Price Calculation for approval to the Client together with the final part of the Project Documentation necessary for obtaining the Permit for starting the Construction issued in accordance with Client's requirements, and together with the Solution Study and Contractor's proposals. The total amount for all items must not exceed the total amount stated in the Price Calculation presented by the Contractor during the Contract award procedure. Together with the final Price Calculation, the Contractor shall provide to the Client the modified Work Schedule. The Client is not authorized to withhold consent with the final Price Calculation and Work Schedule without reason. Until the final Price and modified Work Schedule are approved, the Contractor is not authorized to issue invoices for any amount according to this Contract.

25.4. Invoicing

25.4.1. Invoices for partial performances issued by the Contractor must contain information required by Czech legal regulations for accounting documents and a detailed list of performed works.

25.4.2. The due date of invoices for performances exceeding the amount of 10 million CZK is forty five (45) days from the date of its delivery to the Client. The due date of invoices for performances not exceeding the amount of 10 million CZK is thirty (30) days from the date of its delivery to the Client. If any invoice for performance in a certain calendar year is delivered to the Client after 15th December of that calendar year, the due date of this invoice is extended to one hundred and twenty (120) days from its delivery.

25.4.3. Advance payment invoice might be issued by the Contractor only after agreement with the Client and only if conditions for utilization of funding from the state budget for financing the Work are met. Advance payment shall be provided to the Contractor in a maximum amount of 10 % of the annual volume of agreed works in the current year; the advance payment amount, however, shall not exceed the expected performance for a 90-day period. The advance payment must be settled within 3 months after its payment, yet no later than by 15th December of regular year.

25.4.4. Payments shall be realized exclusively in Czech Crowns. If the due date falls on Saturday, Sunday, 31st December, state holiday or non-banking day in the sense of Act No. 124/2002 Coll., on Transfer of Funds, as amended, the due date shall be moved to the next following banking business day. A payment shall be considered realized upon its debiting from the Client's account.

25.4.5. If the invoice issued by the Contractor does not include data required by the Binding Regulations or if it contains incorrect amounts, the Client is authorized to return the invoice to the Contractor within ten (10) calendar days for correction and/or completion. In such case, the invoice due date is stopped and new due date starts upon the delivery of the corrected invoice to the Client.

25.4.6. Invoices

The Contractor shall issue the relevant invoice within ten (10) Business Days after the following conditions are met and confirmed by a written protocol on the meeting of these conditions between the Client and the Contractor:

- (a) Invoice for 10 % of the Pavilion Price after the Contractor presents to the Client valid construction permit or any other last Permit required for the start of the Pavilion construction, whereas as of the Effective Day the Client expects that this condition shall be met by 15th June 2014 at the latest;
- (b) Invoice for 10 % of the Pavilion Price after the foundation plate is completed and connected to all media (water, waste, electric current), whereas as of the Effective Day the Client expects that this condition shall be met by 15th July 2014 at the latest;
- (c) Invoice for 15 % of the Pavilion Price after the assembly of the load-bearing structure of the Pavilion is completed, whereas as of the Effective Day the Client expects that this condition shall be met by 15th September 2014 at the latest;
- (d) Invoice for 15 % of the Pavilion Price after the carcassing for all floors and stairs of the Pavilion is finished, whereas as of the Effective Day the Client expects that this condition shall be met by 15th November 2014 at the latest;
- (e) Invoice for 15 % of the Pavilion Price after the sheathing of the Pavilion is completed, whereas as of the Effective Day the Client expects that this condition shall be met by 15th December 2014 at the latest;
- (f) Invoice for 15 % of the Pavilion Price after the interior of the Pavilion is completed, including the distribution of media in the Pavilion interior (water, wastes, electricity, air conditioning), whereas as of the Effective Day the Client expects that this condition shall be met by 15th January 2015 at the latest;
- (g) Invoice for 10 % of the Pavilion Price, after:
 - (i) The Record on acceptance of facility is issued;
 - (ii) All defects listed in the Record on acceptance of facility and/or in the Occupancy Permit and after the Client issued the Protocol on completed facility; and
 - (iii) The Client receives Operation Security Deposit.

The final (last) invoice for 10 % of the Pavilion Price for meeting obligations of the Contractor for restoring the original state of Lots in accordance with Part 5 of this Contract shall be issued by the Contractor after all commitments of the Contractor stipulated in Part 5 of the Contract are met, including the handover of cleared Lots in their original state to the Organizer, within twenty calendar days at the latest. The same requirements as for the above listed partial invoices apply also to the final invoice.

The Contractor is authorized to invoice the Operation Price on monthly basis for the month preceding the date of the invoice issue in which the services were provided; the invoiced amount shall be in compliance with the Price Calculation and the invoice shall be issued by twentieth (20th) day of the month following the month of the performance.

26. SAFETY DEPOSIT

The Contractor is obliged to secure the performance of all their obligations arising from the Contract by a Completion Security Deposit, Operation Security Deposit and Removal Security Deposit. The Safety Deposit is used to secure all receivables of the Client towards to the Contractor arising from the Contract or in relation to it (including all interests on arrears and all contractual penalties, damages, costs and other expenses and claims from unjustified enrichment). The Client is authorized to utilize financial resources from the Safety Deposit under the condition that the Contractor breaches any obligation stipulated in this Contract and/or fails to pay properly and timely any of the Client's receivables. Other instances agreed by this

Contract when the Client is authorized to utilize the Safety Deposit are not affected by this provision. The Client is obliged, without unnecessary delay, to inform the Contractor about any withdrawals of financial resources from the Safety Deposit.

26.1.1. Completion Security Deposit

The Contractor is obliged to provide the Completion Security Deposit to the Client by 1st April 2014 at the latest. Until the Contractor provides the agreed Completion Security Deposit, the Client is authorized to stop the payment of all invoices until the Contractor meets this obligation.

Completion Safety Deposit reduced for possible withdrawals shall be returned by the Client to the Contractor within ten (10) Business Days after the following conditions are met:

- (h) The Client issued the Record on acceptance of facility;
- (i) All defects listed in the Record on acceptance of facility and/or in any decision concerning the Pavilion or Occupancy Permit are removed and the Client issued the Protocol on completed facility; and
- (j) The Client received Operation Security Deposit.

The Contractor shall select relevant alternative:

The Contractor is obliged to pay the Completion Security Deposit in the amount of 5 % from the Pavilion Price in the form of Principal paid to the Client's account number 300253923/0300.

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The Contractor is obliged to pay the Completion Security Deposit in the amount of 5 % from the Pavilion Price in the form of Bank Guarantee(s) established in favor of the Client. The document on the provision of Completion Security Deposit must be handed over to the Client within this deadline.

26.1.2. Operation Security Deposit

The Contractor is obliged to pay the Operation Security Deposit to the Client as of the day of issue of the Record on acceptance of facility at the latest. In such case the document on the provision of the Operation Security Deposit must be included in documents that the Contractor is obliged to deliver to the Client as of the Acceptance of Facility.

Operation Security Deposit reduced for possible withdrawals shall be returned by the Client to the Contractor within thirty (30) days after the end of Operation Period and provision of the Removal Security Deposit.

The Contractor shall select relevant alternative:

The Contractor is obliged to pay the Operation Security Deposit in the amount of 5 % from the Operation Price in the form of Principal paid to the Client's account number 300253923/0300.

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The Contractor is obliged to pay the Operation Security Deposit in the amount of 5 % from the Operation Price in the form of Bank Guarantee established in favor of the Client.

26.1.3. Removal Security Deposit

The Contractor is obliged to pay the Removal Security Deposit to the Client as of the end of the Operation Period.

Removal Security Deposit reduced for possible utilizations shall be returned by the Client to the Contractor within thirty (30) days after Confirmation of structure removal is issued by the Client.

The Contractor shall select relevant alternative

The Contractor is obliged to pay the Removal Security Deposit in the amount of 5 % from the Pavilion Price in the form of Principal paid to the Client's account number 300253923/0300.

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The Contractor is obliged to pay the Operation Security Deposit in the amount of 5 % from the Operation Price in the form of Bank Guarantee established in favor of the Client.

26.2. Principal

If the Security Deposit is provided in the form of Principal:

- (a) The Contractor is obliged to pay the Principal to the Client in the amount stipulated in the Contract. VAT is not applied for the transfer of the Principal. The Contractor guarantees to the Client that the Principal is not burdened by third party rights;
- (b) If financial resources from the Principal or their part were utilized by the Client in accordance with the Contract or if the Principal Value deposited on the account drops below the agreed amount of the Principal for any other reason, the Contractor shall top up the Principal to the corresponding amount within ten (10) days from the day such situation occurs or from the day the Contractor was informed about this situation.

26.3. Bank Guarantee

If the Security Deposit is provided in the form of Bank Guarantee, the Contractor shall arrange at their own expense one or more irrevocable and unconditional Bank Guarantees for the performances payable on first demand and hand them over to the Client; the Bank Guarantee shall be issued by a solvent bank registered in the Czech Republic, which must be approved by the Client, in the amount stated in the Contract. All fees connected to the issue of the Bank Guarantee shall be covered by the Contractor.

If the amount of the Bank Guarantee drops below the amount required by this Contract due its utilization by the Client in accordance with this Contract or for any other reason, the Contractor shall top up the Bank Guarantee to the original agreed amount within ten (10) days from the day such situation occurs or from the day the Contractor was informed about this situation

Should the Bank Guarantee validity end before the agreed date, the Contractor shall extend the validity of the Bank Guarantee immediately after they are informed about this fact but no later than twenty one (21) days before the end of the Bank Guarantee validity.

If the Contractor fails to meet their obligation to top up the amount of the Bank Guarantee to the original amount or to extend its validity within the deadlines determined in previous paragraphs, the Client is authorized to immediately withdraw the whole amount of the Bank Guarantee and keep the relevant amount until the Contractor meets the above stated obligations. Such kept amount shall be regarded as Principal for the purposes of handling with this amount.

27. GENERAL PROVISIONS

27.1. Pricing

Unless specified otherwise by the Contract, the pricing procedure - if required - shall be in accordance with Article 19.2, in order to determine the Price, its part or determine performed or not performed activities. Each item of the Work shall be priced using the agreed or determined measurements in accordance with Article 19.2, and using the relevant rate or price for this item.

The relevant rate or price for each item of the Work shall correspond to the rate or price determined in the Price Calculation, either for this item, or (if this item is not included) for a similar Work part.

Each new rate or price shall be deduced from a corresponding rate or price stated in the Price Calculation with justified adjustments that shall take into consideration concrete circumstances of the performance of the Work or part of the Work.

27.2. Late payments

In case of any delay with the payments according to this Contract, the entitled Party is authorized to demand Interest on Arrears. The payment is not delayed if the amount according to this Contract is debited from the bank account of the paying party and credited to the account of the other Party as of the last day of the relevant due date at the latest.

27.3. Offsetting

The Client is authorized to offset any of their due receivables in accordance with this Contract towards the Contractor. The Contractor is authorized to offset any of their due receivables in accordance with this Contract towards the Client only after prior written consent of the Client.

PART 8: RESPONSIBILITY, CONTRACTUAL PENALTIES AND INSURANCE

28. RESPONSIBILITY AND RISKS

28.1. Breach of obligations

Breach of obligation on the side of the Contractor refers to the failure to meet any of the obligations that the Contractor is obliged to perform or the performance of which the Contractor is obliged to secure or of obligations such that the Contractor claims in the Contract or assumes in accordance with the Contract that they have already been performed. Breach of obligation also includes untruthfulness and incorrectness of any declaration or document that the Contractor makes, secures or shall secure.

Breach of obligation on the side of the Client refers to the a state similar to the breach of obligation by the Contractor as described above, provided that it occurs on the side of the Client.

28.2. Responsibility of the Contractor

28.2.1. Consequences of breach of obligations on the side of the Contractor

In case of breach of obligations on the side of the Contractor, the Client:

- (a) is not responsible for breach of obligations on their side, provided that these obligations could not have been reasonably performed due to breach of obligations of the Contractor;
- (b) is entitled to contractual penalty in situations stipulated by this Contract;
- (c) is authorized to demand compensation from the Contractor in relation to incurred damage;
- (d) has the right to stop any or all payments demanded by the Contractor until the erroneous state is removed;

- (e) has the right to secure the performance of the Contractor's obligation on their own in accordance with Article 28.2.4;
- (f) is authorized to terminate the Contract in accordance with Article 32.2.

Other rights of the Client are not cancelled by the application of the above listed rights and might be used concurrently at the discretion of the Client.

28.2.2. Contractual penalties

In case of breach of obligations of the Contractor stipulated in the Contract, the Client is entitled to demand the payment of contractual penalties connected with the concrete breach of obligation according to this Contract.

Contractual penalties do not relieve the Contractor of the obligation to complete the Work or of other obligations, commitments or responsibilities following from this Contract.

The Client is authorized to demand compensation of damage caused by breach of obligations, to which contractual penalty applies, in full scope regardless of whether or not the amount of the contractual penalty is exceeded.

28.2.3. Liability of the Contractor for caused damage

The Contractor is liable for all damage caused to the Client by breach of obligations on the side of the Contractor or by activities of the Contractor.

28.2.4. Securing the performance of Contractor's obligations

If the Contractor fails to meet any of their obligations arising from the Contract and does not meet this obligation even in the additional deadline provided by the Client that shall not exceed five (5) days, the Client is authorized at their own discretion, without affecting any other rights and claims of the Client according to the Contract, to perform the Contractor's obligation or authorize a third person to perform such obligation at the expense of the Contractor (if possible).

If it follows from the warranty conditions for the relevant part of the Work that warranty repairs might be performed only by an authorized person otherwise the warranty rights shall be voided, the Client is authorized to use such person for the removal of defects.

In such case, without affecting any other rights and claims of the Client according to the Contract, the Contractor shall not be responsible for defects caused during such performance of obligations by the Client or a third party on behalf of the Contractor. The Contractor, however, is obliged to proceed with expert care during further realization of the Work and immediately inform the Client about any possible defects in the relevant part of the Work.

28.2.5. Claims of the Client

If the Client believes that they are entitled to any payment in relation to the Contract, they shall inform the Contractor in form of a notice including detailed information. The notice does not need to be delivered for payments claimed by the Client for services required by the Contractor (e.g. for energies).

The notice shall be delivered immediately after the Client discovers facts or circumstances that might constitute grounds for the claim. Details shall specify the article of the Contract or other legal grounds for making the claim and shall include the amount of the claimed payment for which the Client believes they are entitled to according to the Contract. If the Contractor rejects the claim, the procedure shall follow Article 19.2 in order to determine the claim.

The Client is obliged to keep all records and documents necessary to document their claim.

28.3. Liability of the Client

28.3.1. Consequences of breach of obligations on the side of the Client

In case of breach of obligations on the side of the Client, the Contractor:

- (a) is not responsible for breach of obligations on their side, provided that these obligations could not have been reasonably performed due to breach of obligations of the Client;
- (b) is entitled to Interest on Arrears in case of late payment of the Client;
- (c) if a payment from the Client is delayed for more than thirty (30) days, the Contractor is authorized to stop further works;
- (d) is entitled to claim compensation from the Client for related damage; and/or
- (e) is authorized to terminate the Contract in accordance of Article 32.3.

Other rights of the Contractor are not cancelled by the application of the above listed rights and might be used concurrently at the discretion of the Contractor.

28.3.2. Liability of the Client for caused damage

The Client is liable for all damage caused to the Contractor by breach of obligations on the side of the Client.

28.3.3. Claims of the Contractor

If the Contractor believes that they are entitled to any payment in relation to the Contract, they shall inform the Client in form of a notice including detailed information.

The notice shall be delivered immediately after the Contractor discovers facts or circumstances that might constitute grounds for the claim. Details shall specify the article of the Contract or other legal grounds for making the claim and shall include the amount of the claimed payment for which the Contractor believes they are entitled to according to the Contract. If the Client rejects the claim, the procedure shall follow Article 19.2 in order to determine the claim.

The Contractor is obliged to keep all records and documents necessary to document their claims. The Client is authorized to issue an Instruction to determine the place for storing of all such records and documents, either on Lots or in another place accessible to both Parties. The Contractor shall enable the Client to perform inspection of all records and shall (upon request) provide copies of their documents to the Client.

28.4. Unsuitable documents and instructions

If any document, background document or information that one Party is obliged to provide to the other Party cannot or should not be used according to the opinion of the other Party, the other Party is required to inform the first Party about this fact. The notice must include detailed description of the reasons for this notice including the consequences of the use of such unsuitable background document or information and suggested correction. If, due to the unsuitability or impossibility of the use of such background document or information, it is not possible to perform the following performances properly in accordance with this Contract, the notice must also include a description of such consequences.

If the first Party insists on using such unsuitable background document or information even after receiving the notice containing information according to the previous paragraph, the other Party is not responsible for negative impacts caused by the shortcomings of such unsuitable background document or information, about which the first Party was informed.

The same applies in case unexecutable or unsuitable instructions.

28.5. Consequences of Circumstances precluding liability

In case of occurrence or discovery of Circumstances precluding liability, the following rules apply:

- (a) The Party affected by Circumstances precluding liability is not delayed with performance of their obligation in the scope and for the duration of these Circumstances precluding liability; deadlines for the performance of other activities are also extended, provided that these activities conditionally follow the affected activities;
- (b) If the Work realization is interrupted in relation to Circumstances precluding liability, costs related to securing the Lots and other similar costs shall be covered by the Contractor;
- (c) If Circumstances precluding liability lead to Change, the possible increase of the Price shall be covered by the Client;
- (d) Liability for accidental damage to Facility is governed by Article 28.7.

28.6. Consequences of Changes

Liability for the consequences of issuing an instruction for implementation of Change is governed by what created the need for Change. If the need for change was created by:

- (a) Breach of obligations on the side of the Contractor, then
 - (i) All additional costs or unnecessarily paid earlier costs connected with the Change shall be covered by the Contractor and the Price shall not be increased for these costs; or, if these costs were paid by the Client, the Client is entitled to reimbursement;
 - (ii) If the Change results in non-adherence to the Work Schedule or any other Deadline, this fact is considered as delay of the Contractor with all related consequences;
- (b) Breach of obligations on the side of the Client, or by free will of the Client, then
 - (i) All additional costs or unnecessarily paid earlier costs connected with the Change shall be covered by the Client and the Price shall be increased for these costs; alternatively, the Contractor is entitled to other means of compensation;
 - (ii) If the Change results in non-adherence to the Work Schedule or any other Deadline, this fact is considered as delay of the Client with all related consequences;
- (c) Existence of Circumstances precluding liability, then rights and obligations of the Parties are governed by Article 28.5.

28.7. Liability for accidental damage to Facility

The Contractor is liable for accidental damage to the Facility until the Confirmation of structure removal is issued, which transfers the liability for damage to Facility to the Client. Responsibility of the Contractor for the security of Lots and other similar responsibilities are not affected by this provision.

After acceptance of the Facility or part of the Facility, the Contractor is liable for damage on such parts of the accepted Facility or on the part of Facility on which they removed the defect until the relevant repair is accepted by the Client.

29. CIRCUMSTANCES PRECLUDING LIABILITY

29.1. Unforeseeable physical conditions

If the Contractor faces physical conditions that they consider unforeseeable, they shall inform the Client as soon as possible. The information notice shall include a description of the physical conditions so that these can be investigated by the Client, and shall include reasons why the Contractor considers them unforeseeable. The notice shall also include a proposal of the solution for overcoming these conditions by the Contractor.

29.2. Force Majeure

If a Party cannot perform their obligations arising from this Contract due to *Force Majeure*, this Party shall inform the other party about the event or events constituting *Force Majeure* and shall include the obligations that cannot be performed due to *Force Majeure*. The affected Party must inform the other Party immediately after they discovered (or should have discovered if expert care had been exercised) the fact or circumstances constituting *Force Majeure*. In addition, the notice shall also include a solution proposal by the Contractor. The same procedure applies for informing the other Party about the end or change of *Force Majeure*.

29.3. Other activities of Parties

Each Party shall make all effort to minimize the negative impacts of Unforeseeable physical conditions or *Force Majeure*. Following work procedure shall be governed by instructions from the Client. If these instructions represent a Change, provisions of Article 18 shall be applied to the affected activities. Provisions of Article 28.5 shall be applied for parts of the Work, where activities have been temporarily stopped.

Possible change of Price, Work Schedule and liability of Parties is governed by Article 28.6.

29.4. Circumstances precluding liability of Subcontractor

If Circumstances precluding liability concern activities of the Subcontractor, requirements both in relation to the relevant Subcontractor and the Contractor must be met. If these conditions are not met for either of these two, the consequences of such obstacle shall be considered as breach of obligations on the side of the Contractor.

An Agreement between the Contractor and the Subcontractor regulating Circumstances precluding liability of the Subcontractor in more detail than in this Contract is not relevant for this Contract. The Contractor is obliged to ensure that their obligations are met by the Subsuppliers as if they were performed by the Contractor.

30. INSURANCE OF THE CONTRACTOR

The Contractor shall conclude insurance contracts as listed in **Annex No. 3** at their own expense by renowned insurance company with rating Standard & Poor's BBB+ and higher, which must be approved by the Client. The Contractor shall maintain the validity of these insurance contracts and shall pay insurance premiums, as well as meet all other obligations following from insurance contracts in order not to risk voiding the contracts.

The Contractor shall provide copies of insurance contracts to the Client within twenty (20) days from the Date of the Effective Day (hereinafter referred to as "**Insurance Period**"). During the Insurance Period the Contractor is obliged to immediately inform the Client in writing about any changes of insurance constituting a reduction of insurance coverage and adjust the insurance in accordance with the scope required by this Contract within ten (10) days.

The Contractor is not authorized to lower the insurance coverage amount or significantly change conditions of insurance contracts including changes of blockage of insurance indemnification payments during the Insurance Period without prior written consent of the Client.

If the Contractor breaches the obligation to conclude and maintain some of the specified insurance contracts, the Client is authorized to conclude such insurance contract after first informing the Contractor and then offset paid insurance premiums against any claims of the Contractor or demand these amounts as payables from the Contractor.

31. CONTRACTUAL PENALTIES

31.1. Contractual penalties

The Contractor is obliged to pay the Client contractual penalties for breach of obligations in the amount as specified below:

- (a) If the Contractor fails to secure the Permit within the Permit Issuance Deadline, the Contractor shall pay a contractual penalty to the Client in the amount of 0.05 % of the Pavilion Price for each day of the delay.
- (b) If the Contractor fails to hand over Project Documentation or any part of it within deadlines specified in the Contract, the Contractor shall pay a contractual penalty to the Client in the amount of 0.05 % of the Pavilion Price for each day of the delay.
- (c) The Contractor shall pay a contractual penalty to the Client in the amount of 500,000 CZK (in words five hundred thousand Czech Crowns) for each breach of obligation to protect Confidential Information.
- (d) For breach of obligation to properly commence the Structure realization, Structure completion in the Completion Deadline the Contractor shall pay a contractual penalty to the Client in the amount of 0.05 % of the Pavilion Price for each day of the delay.
- (e) For breach of obligation to remove defects in accordance with Articles 3.4, 10.1 and/or **Chyba! Nenalezen zdroj odkazů.** the Contractor commits to pay a contractual penalty to the Client in the amount of 5,000 CZK (in words five thousand Czech Crowns) for each day or hour of the delay (based on defect character) with the commencement or completion of the repair.
- (f) In case of non-observance of any deadline stipulated in the Contract, the Contractor shall pay a contractual penalty to the Client in the amount of 5,000 CZK (in words five thousand Czech Crowns) for each day of the delay.
- (g) If the Client meets an obligation on behalf of the Contractor in accordance with Article 28.2.4 of the Contract, the Client is entitled in addition to related costs also to a contractual penalty in the amount of 5% of the costs incurred in relation to the performance of this obligation.
- (h) For each discovered instance of breach of obligations in the area of occupational and health safety and environment protection determined by Binding Regulations the Contractor shall pay a contractual penalty to the Client in the amount of 5,000 CZK (in words five thousand Czech Crowns) and twice as much as stated in the previous sentence for repeated breaches.
- (i) If Opening is not realized as of the planned Opening Day, the Contractor shall pay an additional contractual penalty in the amount of 1,000,000 CZK (in words one million Czech Crowns) for each started day of the delay with the obligation performance, provided that article (j) is not applied for this situation.
- (j) In case Unavailability of Sections lasting for more than 12 hours, the Contractor shall pay a contractual penalty to the Client in the amount of 5,000 CZK (in words five thousand Czech Crowns) for each started hour of the delay with the obligation performance.
- (k) If the Client finds that the Contractor does not perform the obligation to provide Service in accordance with Client's Requirements, the Client is entitled to a contractual penalty from the Contractor in the amount not exceeding 5,000 (in words five thousand Czech Crowns) for each breach and twice as much as stated in the previous sentence for repeated breaches.
- (l) If the Contractor breaches any of the obligations stipulated in Article 23.5, the Contractor shall pay a contractual penalty to the Client in the amount of 500,000 CZK (in words five hundred thousand Czech Crowns) for each breach.

- (m) If the Contractor breaches any of the obligations stipulated in Article 6.6 and 3.5, the Contractor shall pay a contractual penalty to the Client in the amount of 500,000 CZK (in words five hundred thousand Czech Crowns) for each individual breach of the Contractor's obligations.
- (n) If the Contractor breaches the obligation to maintain the validity of insurance contracts as stipulated by the Contract or fails to provide the insurance contract to the Client in accordance with Article 30, the Contractor shall pay a contractual penalty to the Client in the amount of 50,000 CZK (in words fifty thousand Czech Crowns) for each started calendar day of the delay.

31.2. Interest on Arrears of the Client

If the Client fails to make payments required by the Contractor properly and in accordance with the Business Conditions and in time within the due date, the Client shall pay interest on arrears to the Contractor in the amount of 0.01 % of the outstanding amount for each day of the delay.

31.3. Maturity of contractual penalties

Contractual penalties in compliance with Article 28.2.2 of the Contract are due in ten (10) days from the date of receiving a written call for payment sent by the Client. Contractual penalties do not relieve the Contractor of the obligation to realize and complete the subject of the Contract or other obligations, commitments and responsibilities arising from the Contract. Payment of a contractual penalty by the Contractor does not affect the right of the Client to demand damage compensation to full extent.

If the Contractor breaches the obligation to complete part of the Work in the deadline for the completion of this Work part, the Contractor shall pay a contractual penalty to the Client for breach of this obligation in the amount determined by the Contract until the day of issuance of the Record on acceptance of Work by the Client.

PART 9: CONTRACT TERMINATION

32. CONTRACT TERMINATION

32.1. Reasons for termination

The Contract might be terminated (a) by meeting the obligations of Parties following from this Contract, (b) by mutual agreement of Parties and (c) by withdrawal from this Contract by any Party due to reasons listed in Articles 32.3 and 32.4 below and (d) due to reasons determined in valid legal regulations.

32.2. Call for remedy

Termination of the Contract using the procedure stipulated in Articles 32.3 and 32.4 is possible only after the withdrawing Party asked the other Party to remove circumstances that led to the withdrawal and provided a reasonable deadline to do so. This does not apply in case that the breach of obligations of the Contractor represents a significant threat to the interests of the Client in realization of the Work, other activities of the Contractor or breach Binding Regulations.

32.3. Right of the Client to withdraw from the Contract

The Client is authorized to withdraw from the Contract, if:

- (a) The Contractor breached any of the obligations following from the Contract and failed to remedy the breach in a reasonable deadline provided by the Client in a written call for remedy; the deadline for remedy shall not be shorter than seven (7) Business Days;

- (b) The Contractor is not able or authorized for any reason to perform their obligations following from this Contract;
- (c) Work realization was stopped and further continuation of the Work realization cannot be reasonable expected (e.g. due rejection, termination or limitation of the scope of funds of the Work realization, decision of authorities) regardless of whether this occurred as a results of action of Client or a third party; and/or
- (d) Court issues judicial declaration of insolvency of the Contractor or rejects insolvency proposal for property of the Contractor due to insufficient property for covering the costs of the insolvency proceedings, or the Contractor submits an insolvency proposal for their property, or decision on voluntary or enforced dissolution of the Contractor is accepted (with the exception of merging or fusing).

32.4. Right of the Contractor to withdraw from the Contract

The Contractor is authorized to withdraw from the Contract, if:

- (a) The Client fails to pay the Price or any part of the Price to the Contractor in accordance with Article **Chyba! Nenalezen zdroj odkazů.** above and did not remedy this breach of obligations in reasonable sufficient deadline determined in a written call for remedy delivered to the Contractor, which must not be shorter than ninety (90) Business Days, as will be stated in a written call for remedy, delivered by the Contractor to the Client;
- (b) The Client breached or failed to perform other obligations arising from the Contract than the obligation specified above or did not remedy such breach of obligations in reasonable deadline determined in a written call for remedy delivered by the Contractor to the Client, which must not be shorter than ninety (90) Business Days.

32.5. Method of withdrawal

Withdrawal from the Contract must be done by a written notice of the withdrawing Party properly delivered to the other Party including the reason for the withdrawal from the Contract. The withdrawal shall enter into effect upon the delivery of the notice on withdrawal to the relevant Party (hereinafter “**Premature Termination Day**”).

32.6. Rights and obligations of Parties after withdrawal

As soon as the withdrawal enters into effect, the Contractor is obliged, in a reasonable deadline determined by the Client that must not exceed thirty (30) days, to:

- (a) Stop the performance of Work, with the exception of activities for which the Client issued instruction for the sake of protection of life and property or security of the Facility;
- (b) Hand over to the Client the Work in progress including documents of the Contractor, equipment, technological equipment and material in the state as is as of the effect of the withdrawal, including possible measure according to a) above, in the scope determined by Client that is eligible for acceptance in accordance with the Contract;
- (c) Clear the Construction Site and remove all equipment of the Contractor from the Construction Site, with the exception of equipment necessary for Work and for security of the structure, and hand over the Construction Site in this state back to the Client on the basis of a written protocol;
- (d) Abandon the Construction Site; and
- (e) As per Instructions from the Client, secure transfer of any contract with Subcontractors to the Client.

A written record between the Parties shall be drawn up on the transfer according to b) and c) above.

After withdrawing from the Contract, the Client might complete Work and/or authorize any other person(s) to do so. The Client and these authorized persons might use document of the

Client for this purpose and all parts of Work accepted by the Client, Materials, Technological equipment and document of the Contract accepted from the Contractor according to b) above.

Commitment of the Contractor for provided guarantees are not affected by the withdrawal. The warranty period starts, if it had not already started as of the effect of the withdrawal, by performing obligations of the Contractor in accordance with this Article 32.6.

32.7. Payments after withdrawal

After the withdrawal notice enters into effect, the Client is authorized to refuse additional payment to the Contractor in accordance with the Contract until all claims for payments between the Parties originating in relation to this Contract and withdrawal of the Contract are determined.

If the Contractor withdraws from the Contract, the Contractor is entitled to the value of the unfinished Work including possible measures realized in accordance with Article 32.6 a) and materials, technological equipment and documents of the Contractor that the Client decided to accept in accordance with Article 32.6 b). The value of these items shall be determined by the procedure according to Article 27.

If the Client withdraws from the Contract, the Client is entitled to payment of costs purposefully spent on the unfinished Work including possible measures realized in accordance with Article 32.6 a) and materials, technological equipment and documents of the Contractor that the Client decided to accept in accordance with Article 32.6 b). The scope of the Contractor's entitlement to reimbursement of costs shall correspond to individual activity results of the Contractor that are useable for the Client. The Client's decision to accept any part does not exclude the possibility that some part, physically inseparable from the rest, is unusable for the Client and therefore does not establish the entitlement of the Client for reimbursement of costs for this part.

The value or reimbursement of costs for the Contractor as defined in previous paragraphs shall be further reduced for the sum of all financial claims existing between the Parties in relation to the Contract and withdrawal from the Contract.

32.8. Returning Security Deposit in case of withdrawal

The Client shall return the Security Deposit for realization and Security Deposit for guarantees to the Contractor within thirty (30) days after obligations listed in Article 32.6 are met and amounts included in Article 32.7 are paid.

32.9. Other methods of Contract termination

If the Contract is terminated in a method other than withdrawal, provisions in Articles 32.2 to 32.6 shall be applied similarly, whereas the settlement of mutual claims shall be governed mainly by the side which gave reasons for Contract termination.

32.10. Withdrawal due to the existence of Circumstances precluding liability

If Circumstances precluding liability prevent the realization of Work in significant scope for a non-stop period of one hundred and twenty (120) days, or for a repeated period which in total exceeds two hundred and forty (240) days for the same reason, then any Party is authorized to withdraw from the Contract. The following activities of Parties as well as the rules for settlement after the Contract termination are governed by rules stipulated for Contract withdrawal by the Client.

32.11. Obligations of the Contract in case of Contract termination

As soon as the Contract termination, for which ever reason it occurred, enters into effect, the Contractor is obliged, in a reasonable deadline determined by the Client that must not exceed thirty (30) days, to:

- (a) Stop the realization of Work, with the exception of activities for the sake of protection of life and property or security of the Facility,
- (b) Hand over to the Client all documents related to the project and the Facility in the "as-is" state as of the effect of the withdrawal,

- (c) Clear the Lots and remove all equipment and materials of the Contractor from the Construction Site, with the exception of equipment necessary for Work realization, and
- (d) Leave the Construction Site.

PART 10: FINAL PROVISIONS

33. REPRESENTATIVES OF PARTIES

33.1. Client's Representative

- 33.1.1.** The Client's Representative is a person authorized to represent the Client in relation to the realization of this Contract.
- 33.1.2.** The Client is authorized to change the Client's Representative any time and this change enters into effects towards the Contract as of the delivery of the notice on change.
- 33.1.3.** Actions or instructions of the Client's Representative in the scope anticipated by this Contract shall be considered as actions or instructions of the Client and the Contractor or Contractor's Representative are obliged to follow them. The Client's Representative, however, is not authorized to change this Contract, unless they provide a special written power of attorney issued by the Client specifically for this purpose.

33.2. Contractor's Representative

- 33.2.1.** The Contractor's Representative is a person authorized to represent the Contractor in relation to the realization of this Contract
- 33.2.2.** The Contractor is authorized to change the Contractor's Representative by written notice to the Client, provided that the Client agrees with this change. The Client shall not refuse the approval without a reason or delay the approval.
- 33.2.3.** Actions or instructions of the Contractor's Representative in the scope anticipated by this Contract shall be considered as actions or instruction of the Contractor, unless the Contractor informs the Client in advance that a concrete action or instruction shall not be considered an action or instruction of the Contractor. The Contractor's Representative is not authorized to change this Contract, unless they provide a special written power of attorney issued by the Contractor specifically for this purpose.

34. DELIVERING

34.1. All written documents delivered in accordance with this Contract or in relation to it by one Party to the other Party shall be delivered in one of the following methods:

- 34.1.1.** Personal delivery of the document;
- 34.1.2.** By e-mail; or
- 34.1.3.** Delivery by post or courier.

34.2. Documents shall be delivered to the Parties to the following addresses:

34.2.1. Deliveries to the client:

Address: Commissioner General Office for the Czech Participation at the EXPO
Universal Exposition

Rytířská 31, 110 00 Prague 1

E-mail: info@czexpo.com; streglova@czexpo.com

To attention of: Mgr. Eva Štréglová, Head of the Commissioner General Office

34.2.2. Deliveries to the Contractor:

Address: **● TO BE ADDED BY THE CONTRACTOR**

E-mail: **● TO BE ADDED BY THE CONTRACTOR**

To attention of: **● TO BE ADDED BY THE CONTRACTOR**

34.3. All documents shall be considered delivered:

34.3.1. If delivered in person, the document is considered delivered the moment the recipient's representative (the other party) confirms the receipt of the document, alternatively the moment the recipient's representative refuses to accept the consignment;

34.3.2. If delivered by e-mail, the document is considered delivered the moment the e-mail was sent to the e-mail address of the other Party, whereas if the e-mail was sent outside a Business Day or after 16:00 of a Business Day, the e-mail is considered delivered at 10:00 of the following Business Day;

34.3.3. If delivered by post or courier service, the document is considered delivered the moment the other Party's representative accepts the consignment or the moment the recipient's representative refuses to accept the consignment.

34.4. Both Parties are authorized to change their delivery addresses; in such case the other Party is obliged to deliver documents to the new delivery address starting on the first Business Day after the day this Party was informed about this change.

35. NO ASSOCIATION OR AUTHORIZATION

35.1. To exclude all doubts, it is hereby stated that this Contract does not establish any association between the Client and the Contractor.

35.2. To exclude all doubts, it is hereby also stated that with the exception of cases explicitly specified in this Contract, the Contractor is not authorized by this Contract to perform any legal acts on behalf of the Client.

36. CONTRACT LANGUAGE

This Contract is concluded exclusively in Czech language. The language of procedures and all documents in relation to the Czech Republic shall be Czech language and in relation to the Organizer and place of performance it shall be English and/or Italian.

37. COPIES

This Contract is drawn up in five copies in Czech. The Client shall receive three copies and the Contractor shall receive two copies of this Contract in Czech language.

38. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the Parties relating to the subject matter of this Contract. This Contract supersedes any prior agreements, whether oral and written, between the Parties relating to the subject matter of the Contract. Each Party acknowledges, in entering into this Contract, that it has not relied on any statement or assurance of warranty made by the other Party or a third party other than as expressly set out in this Contract.

39. CESSION

Unless specified otherwise in this Contract, the Contractor is not authorized without written consent of the Client to cede any of their rights or claims according to this Contract to another

person. To exclude all doubts, it is hereby stated that the Contractor is not authorized to transfer the Facility or any part of the Facility to a third party or cede any of their rights or pass any of their obligations following from this Contract to a third person without prior written consent of the Client.

40. SEVERABILITY

If a provision of this Contract is or becomes invalid or unenforceable, the validity or enforceability of other provisions of this Contract shall not be affected. The Parties commit to replace the invalid or unenforceable provision as soon as possible with a valid and enforceable provision with similar content as the replaced invalid or unenforceable provision.

41. THE LAW APPLICABLE AND COMMERCIAL CODE

This Contract is governed by the Czech legal system. This Contract is concluded as a contract in the sense of § 269 par. 2 of the Commercial Code.

42. ESCALATION AND SETTLEMENT OF DISPUTES

42.1. Escalation

In case of a dispute between the Parties regarding the interpretation or performance of any provision of this Contract, the dispute shall be first forwarded for solution between representatives of the Parties as follows:

42.1.1. The Party that initiates the dispute is obliged to inform the other Party in writing about the initiation of the dispute, including information about the representative authorized to act in this matter;

42.1.2. The other party must reply to the notice from the first Party within three (3) Business days, including information about the representative authorized to act in this matter;

42.1.3. Representatives of the Parties may only be persons who were not significantly involved in events preceding the dispute up to that moment;

42.1.4. Representatives of the Parties shall discuss the dispute in good faith with the aim to find a solution of the dispute that will best suit the sense and purpose of this Contract; and

42.1.5. If the representatives of the Parties do not reach a solution on the dispute within eighteen (18) Business Days from the dispute initiation, each Party is authorized to submit the dispute to the court in accordance with Article 42.2.

42.2. Submission to court

If the dispute is not settled in accordance with Article 42.1, it shall be submitted for decision either to the Municipal Court in Prague or District Court for Prague 1, based on the jurisdiction.

43. CONTRACT AMENDMENTS

This Contract may be changed only by written amendments signed by both Parties.

44. COSTS AND EXPENSES OF PARTIES

Unless specified otherwise in this Contract, each Party covers all costs spent in relation to the conclusion of this Contract and its amendments.

45. CONFLICT OF MULTIPLE CONTRACTS

If the provisions of this Contract are in conflict with provisions of another contract concluded between the Parties regardless of whether it was concluded before or after the conclusion of this Contract, this Contract shall always take precedence over such contract, unless explicitly agreed otherwise between the Parties. This Contract is not dependant on other contracts or agreements in the sense of § 270 of the Commercial Code.

46. THIRD PARTY CLAIMS

No provision of this Contract constitutes a contract in favor of a third party. Therefore no third party claims are created by this Contract.

Place:

Place:

Date:

Date:

**Commissioner General Office for the Czech
Participation at the EXPO Universal
Exposition:**

[●]:

Name: Mgr. Jiří František Potužník

Function: Commissioner General

Name: [●]

Function: [●]

ANNEX NO. 1 – SOLUTION STUDY

[to be provided by the Contractor – this section will contain information presented by the Contractor in the offer within the Contract award procedure]

ANNEX NO. 2 – CLIENT’S REQUIREMENTS

[Text from Annex No. 7, which is included in the tender documentation for the Contract award procedure, shall be inserted here upon signing this Contract.]

ANNEX NO. 3 – INSURANCE CONDITIONS

1. REQUIREMENTS ON INSURANCE FOR THE PERFORMANCE PERIOD

1.1 Overview of insured risks

Specification
<p>1) <u>Construction and assembly insurance</u> – Client, Contractor and Subcontractors (including designers) are insured</p> <p>Scope:</p> <p style="padding-left: 40px;">Property damage (disaster damage) – Insurance of constructional and assembly risks as a results of <i>Force Majeure</i>, natural disasters or third party interventions during construction and Structure removal.</p> <p style="padding-left: 40px;">Damage liability – including cross liability for damage between insured subjects – Insurance for damage caused by construction and assembly activities and activities performed by authorized persons, namely damage caused by breach of the expert standard of activities due to error, neglect or any other act of negligence.</p> <p style="padding-left: 40px;">Profit loss of the Client and the Contractor</p>
<p>2) <u>Insurance of general liability for damage from operation</u></p> <p>Insured: The Client and the Contractor.</p> <p>Insurance of liability for damage of the environment, property and health of third parties.</p> <p>Insurance of liability for damage caused by activities during operation and maintenance of the Facility.</p> <p>Liability for damage from constructional and assembly activities, recourses and purely financial damages including damage from product/defective work, etc. need to be insured explicitly above the scope.</p>
<p>3) <u>Property insurance</u> – insured: The Client and the Contractor</p> <p>Insurance of the Facility structure, materials, machines, stock, equipment and devices of the construction site, costs for removal, cleaning and waste disposal.</p> <p>Scope:</p> <p style="padding-left: 40px;">a) Insurance of property damage – insurance against all natural risks, namely fire, explosion, hurricane, lighting, floods, landslide, subsidence, and also against robbery, theft and vandalism</p> <p style="padding-left: 40px;">b) Insurance of financial losses due to operation stoppage (for the Client and the Contractor)</p>
<p>4) Insurance required by Binding Regulations, namely by “<i>Special Regulation</i>”</p>

1.2 General insurance conditions

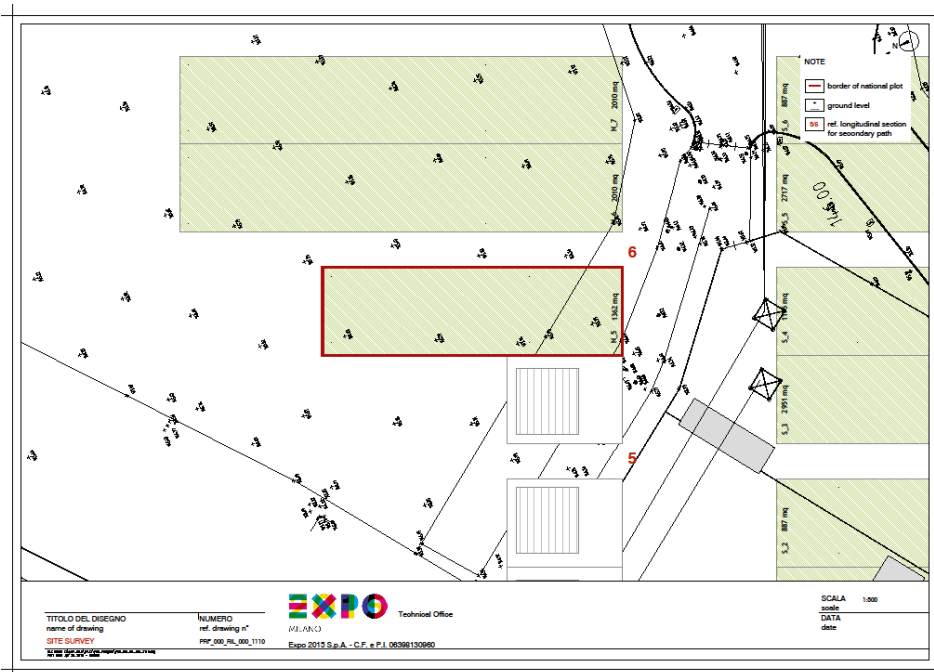
Specification	Requirement
Insurance duration	During the Performance Period
Insured amount	Liability for damage to third party – at least 100 million CZK Damage to property – [at least in the amount of the Price – TO BE COMPLETED BY THE

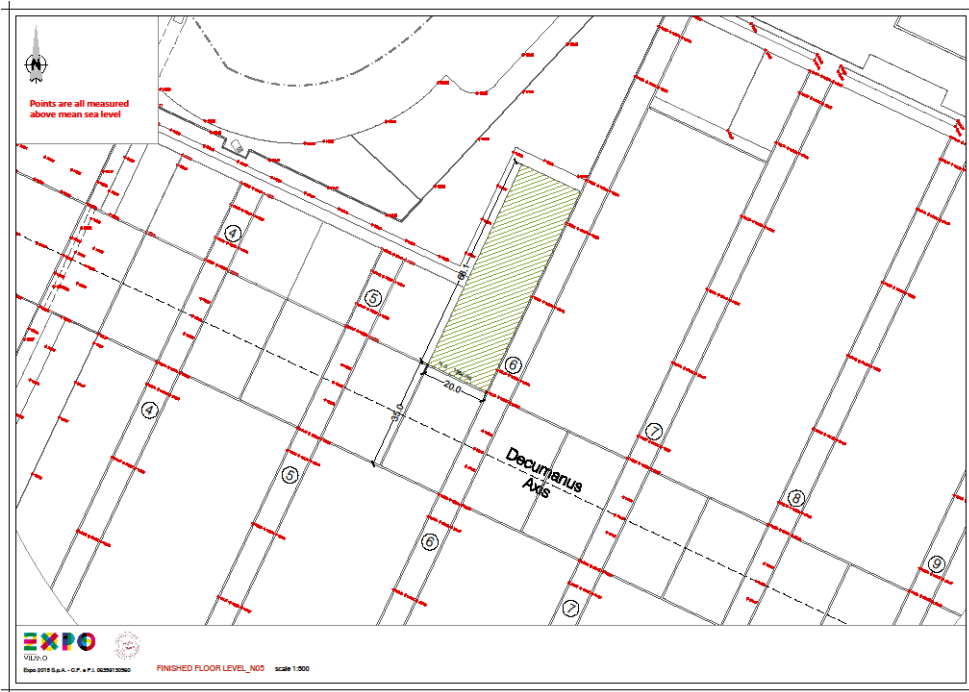
	CONTRACTOR
Allowed risk exemption	Nuclear explosion, war, radioactive contamination
Arrangement	Individual to ensure no limitation due to existing contracts of the Contractor in form of exceeded indemnification limits from other contracts of the Contractor.

ANNEX NO. 4 – LOTS

Lots for the purposes of this Contract refer to lots intended for the realization of the Pavilion and related lots in Milan, which the Client can use on the basis of the Participation Contract concluded between the Client and Expo 2015 S. p. A. on 10th April 2013 („Participation Contract“) for purposes of EXPO under the conditions stipulated therein. The exact location of Lots is indicated on the attached map.

[Drawings included in the tender documentation for the Contract award procedure will be inserted here upon signing of the Contract.]





ANNEX NO. 5 – SCHEDULE

Deadline for delivering Project Documentation	within 100 days from the Effective Day
Deadline for delivering Amended Project Documentation	15 Business Days
Permit Issuance Deadline	In accordance with binding regulations, the deadline for issuance of valid Building Permit is by the Date of Starting Work at the latest; deadline for issuance of the Occupancy Permit is by 31 March 2015
Deadline for Construction Site Handover	1 April 2014 to 21 April 2014
Date of Starting Work	Day of issuance of effective Building Permit, however, no sooner than 1 April 2014 and no later than 15 June 2014
Pavilion Completion Deadline	30 November 2014
Pavilion Interior Completion Date	15 January 2015
Completion Deadline	31 March 2015
Trial Operation Period	from 1 April 2015 to 30 April 2015
Planned Opening Day	1 May 2015
Day of Commencing Structure Removal	15 November 2015
Deadline for Structure Removal	31 December 2015

ANNEX NO. 6 – LIST OF SUBSUPPLIERS

**ANNEX NO. 7 – STRUCTURED CV OF THE MAIN PROJECT MANAGER AND LIST OF
AUTHOR AND REALIZATION TEAM OF THE CONTRACTOR’S PERSONNEL**

ANNEX NO. 8 – SUBSUPPLIER’S SECURITY DEPOSIT

Company [● TO BE COMPLETED BY THE APPLICANT], with registered address [● TO BE COMPLETED BY THE APPLICANT], ID No.: [● TO BE COMPLETED BY THE APPLICANT], entered in the trade register administered by [● TO BE COMPLETED BY THE APPLICANT] court in [● TO BE COMPLETED BY THE APPLICANT], section [● TO BE COMPLETED BY THE APPLICANT], insert [● TO BE COMPLETED BY THE APPLICANT] (hereinafter only “Company”), represented by [● TO BE COMPLETED BY THE APPLICANT],

Hereby **declares that**

in relation to open contract award procedure no. 366217 for public order “Contract award procedure for realization of the pavilion for Czech participation at the EXPO 2015 Universal Exposition”

it accepts security deposit

for obligations of company [● TO BE COMPLETED BY THE APPLICANT], registered address [● TO BE COMPLETED BY THE APPLICANT], ID No.: [● TO BE COMPLETED BY THE APPLICANT], entered in the trade register administered by [● TO BE COMPLETED BY THE APPLICANT] Court in [● DOPLNĚ UCHAZEČ], section [● TO BE COMPLETED BY THE APPLICANT], insert [● TO BE COMPLETED BY THE APPLICANT] (“Supplier”) accepted on the basis of the Contract for Project Design and Engineering Activities, Implementation, Transport and Removal of The Pavilion and Exposition of The Czech Republic at the Expo 2015 Universal Exposition in Milan concluded with the Contractor on the basis of the stated contract award procedure (hereinafter “**Contract**”) towards the contractor in the role of the client for the performance of all financial obligations of the Supplier from concluding the Contract.

All terms included in this declaration have the same meaning as defined in the Contract and/or Tender Documentation.

Place:

Date:

Title:

Name:

Function:

ANNEX NO. 9 – PRICE CALCULATION