

# Contract for Work

No. ....

made in accordance with Section 536 et seq. of Act No. 513/1991 Coll., Commercial Code, as amended

## Parties

### Employer:

Trade name: .....  
Registered office: .....  
Represented by: .....  
Person in charge of the contract: .....  
VAT payer: yes  
ID No.: .....  
VAT No.: .....  
Account No.: .....  
Bank: .....  
IBAN: .....  
BIC/SWIFT: .....  
Incorporation: .....

(hereinafter referred to as the “Employer”)

and

### Contractor:

Trade name: .....  
Registered office: .....  
Represented by: .....  
Vat payer: yes  
ID No.: .....  
VAT No.: .....  
Account No.: .....  
Bank: .....  
IBAN: .....  
BIC/SWIFT: .....  
Incorporation: .....

(hereinafter referred to as the “Contractor”)

(the Employer and the Contractor hereinafter collectively referred to as the “Parties”)

## **Article I**

### **Subject Matter of the Contract, Work Execution Site and Work Completion Date**

1. The subject matter of the Contract for Work (hereinafter referred to as the “Contract”) is the Contractor’s obligation to execute work consisting in machinery and equipment repairs and building structure repairs which are characterized in Annex No. 3 under the terms and conditions set forth herein and the Contractor’s obligation to pay the Employer the agreed price for properly executed work.
2. The work execution site shall be determined by the Employer in Annex No. 3 to the Specific Contract. The transport associated with the work execution, if any, shall be provided by the Contractor at its costs.
3. In case any equipment is handed over to the Contractor for repair it shall be received by the Contractor based on “Equipment Receipt Record” which shall include also the list of received equipment parts and accessories. The persons entitled to sign the Equipment Receipt Record shall be the persons nominated in the different Specific Contracts or persons authorized thereto based on power of attorney. The work acceptance shall take place at the Employer’s premises.
4. The repaired equipment shall be accepted by the Employer based on the “Equipment Receipt Record” which shall include also a statement that during the repair the product as a whole has not been subjected to a modification rendering it unsafe. The persons entitled to sign the Equipment Receipt Record shall be the persons nominated to sign this Contract or persons authorized thereto based on power of attorney. The work acceptance shall take place at the Employer’s premises.

## **Article II**

### **Price, Payment Terms, Invoicing**

1. The price for the work hereunder is set in the form of tendering procedures, inquiries or agreement based on mutual negotiations in accordance with Act No. 526/1990 Coll., on Prices, as amended. The validity of price agreed in this way relates to this Contract execution date.
2. The prices and their validities are fixed in Annex No. 3 which is an integral part hereof. The value added tax shall be applied in accordance with applicable legal regulations (Act No. 235/2004 Coll., on Value Added Tax).
3. The Contractor shall acquire the right to invoice the agreed price for the work upon the work acceptance, i.e. after confirmation of the work acceptance by the Employer on the Equipment Receipt Record. The Contractor is entitled to invoice only the work which has already been completed and type of work specified in the Equipment Receipt Record.
4. Details to appear in invoices – tax documents (hereinafter referred to as the “invoices”):
  - Each Invoice shall contain details required to be included in a tax documents pursuant to Act No. 235/2004 Coll., on Value Added Tax, as amended and Section 13a of Act No. 513/1991 Coll., Commercial Code, as amended.
  - Visible specification of costs associated with applicable provisions of Act No. 185/2001 Coll., on Waste, as amended
  - Specification of the work
  - Number of accounting circle added in brackets after the Employer’s ID No.
  - Each Invoice shall include the number of the respective Contract.
  - Each Invoice shall contain name of the Business Unit to which the work relates (or the Employer’s accounting circle number).
  - A single Invoice shall not relate to more than one Contract.
  - Each Invoice shall be accompanied with appendices necessary to confirm the work order, delivery and acceptance certified by authorized signatories.

The tax documents may be issued and sent in electronic form in ISDOCX format (hereinafter referred to as the “E invoicing”) if agreed between the Employer and the Contractor. For this purpose a separate written agreement shall be made defining detailed terms and conditions for such invoicing method (in particular invoicing addresses and details which shall appear on the Invoices).

5. The Invoice shall be issued based on work acceptance record – service report and the submission of necessary documents.
6. The Employer shall have the right to return any Invoice not issued in accordance with the rules above to the Contractor. The period within the Invoice is due shall then start on the day following the day on which the corrected Invoice was issued.
7. It is agreed the Invoices shall be due within ..... days from the invoice issue date. In case of a correction of the tax base and tax amount for the original taxable supply by a tax document issued by the Contractor in accordance with Section 42 or 43 of Act No. 235/2004 Coll., on Value added Tax, as amended, it is agreed the due date shall be the same as that of the Invoices, i.e. .... days from issue. The invoices shall be sent to the Employer in one copy to the invoicing address provided in Annex No. 2 not later than 3 business days from issue. In the event the Invoice is not sent by the Contractor by the required date, the due date of the issued Invoice shall be extended by the delay in sending.
8. In the event the Employer fails to make the payment by the due date under paragraph 7. of this Article the Contractor shall be entitled to default interest on the outstanding sum for each day of the delay in the amount set in accordance with Government regulation No. 142/1994 Coll. Determining the Amount of Default Interest, as amended.

## **Article III**

### **Liability for Defects of the Work, Guarantee for Quality**

1. The Contractor is responsible for proper and timely performance of the obligations arising from this Contract.
2. The Contractor is obliged to provide a complete and proper work in a quality meeting the requirements of regulations, standards and material manufacturers’ and suppliers’ conditions applicable in the Czech Republic at the work execution time as well as the conditions set by competent administrative bodies.

3. The Contractor provides guarantee for the work quality. The guarantee period is specified in Annex No. 3 hereto. The guarantee does not cover consumable materials and defects caused by use contrary to operating instructions.
4. If any defects occur in the guarantee period the Employer shall be obliged to claim (notify) them without delay by e-mail followed by a written notification to the address of the Contractor's registered office. Once this notification is sent by the Employer it is understood the Employer requires correction of the defect free of charge. In the event of accident the defect can be notified by phone.
5. No matter if the defect is acknowledged by the Contractor or not, the Contractor is obliged to initiate and complete the correction of the defect at its costs by the date agreed with the Employer in writing. The payment by the Employer of costs associated with a disputed claim shall be decided using the procedure under paragraph 11. Should the agreement regarding the Contractor's initiation of the defect correction not be reached the Contractor shall be obliged to:
  - 5.1. initiate the defect correction without delay but not later than:
    - 2 business days from the claim receipt;
    - 24 hours after the receipt of request by phone in case of accident;
  - 5.2. correct the claimed defect at its costs not later than:
    - 3 business days from the claim receipt;
    - 36 hours from the receipt of request by phone in case of accident.
6. The Employer shall assume responsibility for the completed work upon the work acceptance.
7. If the Employer accepts work with apparent defects it shall be entitled to require that the defects are corrected by an agreed date for all the guarantee period and the Contractor shall be obliged to correct the defects under the conditions specified in this Article.
8. The Contractor undertakes to execute the work hereunder and under the Specific Contract without delivering any unoriginal material or spare part type (renovated parts, substitutes etc..) to the Employer which would not be notified to the Employer in advance and which would not be mutually agreed in writing. In the event of any breach of this provision the Contractor shall be obliged to pay all damages caused by the infringement of this obligation.
9. The guarantee period under paragraph 3 of this Article shall be extended by the time from the defect identification to the defect correction. The periods referred to in this paragraph shall be cumulated during the guarantee period. In case the defect is corrected by way of goods (product, etc.) replacement, the new goods shall be covered by a new guarantee period in the length as per paragraph 3 of this Article.
10. Any defect shall be notified by the Employer in the form of claim record specifying proposal of the defect correction method and required defect correction date. The Contractor shall state in the claim record if its liability under the guarantee is acknowledged by it. The reasons of the defect and way in which the claimed defect is to be corrected shall be described by the Contractor in the claim record where the Employer shall confirm the defect correction or specify reason for which it refuses to accept the repaired goods.
11. If it is proved in a disputed claim that the Employer's claim was unjustified, i.e. that the defect claimed by the Employer was caused by improper use or is not covered by the guarantee the Employer shall be obliged to pay the Contractor the costs which can be proved by the Contractor as having been spent to correct the defect.
12. Any matters not provided for herein shall be governed by Act No. 513/1991 Coll., Commercial Code, as amended.
13. The Employer has the right to conduct quality test on the completed work at any time. If the quality test result shows any noncompliance with required work quality the Employer shall issue a claim record. In case the claim is acknowledged by the Contractor, the Employer shall be entitled to:
  - invoice the costs associated with the quality test; and
  - impose a penalty in the amount up to 30 % of the price for the work which shall be without prejudice to the Employer's right to claim damages caused by delivery of work of poor quality, or withdraw from this Contract.

#### **Article IV**

##### **Penalties and Default Interest**

1. In case of a delay in the work completion (including correction of any defects and punching items within the guarantee period) the Contractor undertakes to pay a penalty in the amount of 0.1 % of the price for the work exclusive of VAT for each day of the delay.
2. If any financial claim of the Contractor against the Employer arises from this Contract or the Specific Contract the Contractor can:
  - pledge the financial claim only with the prior written consent from the Employer. It is agreed any breach of this obligation shall be subject to a penalty in the amount of 10 % of the nominal amount of the pledged financial claim which shall be without prejudice to the Employer's right to claim damages caused by the breach of this obligation;
  - assign the financial claim only with the prior written consent from the Employer, otherwise the assignment shall be invalid;
  - mutual financial claims can be set off only based on written agreement between the Parties.
3. The Contractor is not entitled to assign the rights and obligations arising herefrom to other entity without the written consent from the Employer. Any assignment without the Employer's consent shall be invalid.
4. In the event the Contractor breaches the provisions of paragraphs 11 f) - i) of Article V hereof the Employer shall be entitled to ask the Contractor to pay a penalty in the amount of 30 % of the price for the work.
5. In the event the Contractor breaches the provisions of paragraph 12 of Article V hereof the Employer shall be entitled to ask the Contractor to pay a penalty in the amount of 15 % of the price for the work.

6. If the Contractor incurs an obligation to pay a penalty hereunder the Contractor shall be obliged to pay the penalty by a date and in a way determined by the Employer in writing. The penalty payment shall be without prejudice to the Employer's right to claim damages.

## **Article V**

### **Legal Requirements**

1. The Contractor is obliged to observe the provisions of applicable regulations determining technical requirements for products if any products are delivered hereunder. The Contractor is also obliged to deliver the necessary documents in accordance with applicable regulations referred to in paragraphs 2 – 7 of this Article to the Employer's address not later than 3 business days from the Employer's request.
2. The work completed hereunder shall comply with Act No. 22/1997 Coll., on Technical Requirements for Products, as amended and Czech government regulations issued based on it. It shall also comply with the applicable provisions of Act No. 102/2001 Coll., on General Product Safety, as amended, applicable directives of the European Communities and basic health and safety requirements.
3. The Contractor is obliged to provide the work with CE marking as required by the applicable government regulation. If required by the government regulation, EC declaration of conformity or other document shall be issued for the work or attached to the work in accordance with Act No. 22/1997 Coll., on Technical Requirements for Products, as amended and Czech government regulations.
4. For equipment and materials designed for mining activities and activities performed using mining methods, the observation of Decree of the Czech Mining Authority No. 22/1989 Coll., on Occupational Health and Safety and Operational Safety in Mining Activities and Underground Extraction of Minerals Other than Subject to Special Regulations, as amended, Decree No. 282/2007 Coll. Amending Decree of the Czech Mining Authority No. 22/1989 Coll., Decree of the Czech Mining Authority No. 392/2003 Coll., on Safe Operation of Technical Equipment and Requirements for Pressure, Lifting and Gas Equipment Subject to Special Regulations in Mining Activities and Activities Performed Using Mining Methods, as amended, and other implementing regulations is also required by the Employer.
5. The Contractor guarantees that any products subject to registration pursuant to Act No. 350/2011 Coll., on Chemical Substances and Chemical Mixtures Amending Certain Acts (Chemical Act), as amended, are properly registered and marked. If the products are classified as dangerous under Act No. 350/2011 Coll., on Chemical Substances and Chemical Mixtures Amending Some Other Acts, as amended, the Contractor shall be obliged to submit the safety data sheet to the Employer not later than at the first delivery of the dangerous substance or mixture or in case of any revision of the safety data sheet.
6. The Contractor is obliged to submit an affidavit stating that the products delivered by the Contractor are not covered by protection according to special regulations (Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright Amending Certain Acts (Copyright Act), as amended), or that the copyright or patent holder is the Contractor and the delivered goods have no legal defects under Section 433 of Act No. 513/1991 Coll., Commercial Code, as amended.
7. Any repairs of electrical equipment shall be made by the Contractor in compliance with the applicable provisions of Act No. 185/2001 Coll., on Waste, as amended, and Decree No. 352/2005 Coll., on Handling of Electrical Equipment and Electrical Waste, as amended.
8. The delivered work shall meet also other terms and conditions set by applicable regulations for the different types of the delivered work.
9. The Contractor guarantees that the total price for the work covers also the royalties and licence fees in accordance with Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright Amending Certain Acts (Copyright Act), as amended.
10. The Contractor undertakes to deliver the work accompanied with all documents pertaining to the work, technical documentation, instruction manual, test and other certificates, safety data sheets, declarations (e.g. declaration of conformity) and any other documents required by applicable legal and other regulations.
11. The Contractor also undertakes to observe:
  - a) applicable legal regulations, in particular regulations determining technical requirements, regulations of European Communities (e.g. 2006/42/EC) and basic health and safety requirements (ČSN EN ISO 12100-1 and ČSN EN ISO 12100-2);
  - b) Government Regulation No. 591/2006 Coll., on Detailed Minimum Occupational Health and Safety Requirements at Construction Sites, as amended;
  - c) Act No. 185/2001 Coll., on Waste, as amended and its implementing decrees, as amended;
  - d) other acts and decrees which shall be confirmed by the Contractor's statement in the bid;
  - e) Section 92a of Act No. 235/2004 Coll., on Value Added Tax, as amended, relating to transfer of tax liability in case of construction and erection works under production classification code CZ-CPA 41-43; in cases where the delivery includes, apart from the works subject to the tax liability transfer, also related works indispensable for the works subject to the tax liability transfer, the related works shall be also subject to the tax liability transfer;
  - f) applicable legal regulations on occupational health and safety, fire prevention regulations, environmental regulations and OKD, a.s. operating instructions (or regulations applicable to the respective Business Unit);
  - g) the Contractor's employees present in the Employer's premises and buildings shall be clearly identified with a badge showing the Contractor's logo or name;
  - h) Directive of OKD, a.s. Chief Executive Officer No. 22/2009 on Performance of Checks of Compliance with the Prohibition of Entrance of Persons under Influence, and Prohibition of Use, of Alcoholic Drinks and Other Habit-forming Substances and Prohibition to Carry Alcoholic Drinks and Other Habit-forming Substances to Buildings and Work Site;

- i) the restriction to smoke and handle fire where expressly prohibited; in case of any proved infringement of this prohibition by any Contractor's employee resulting in a fire the Contractor shall be obliged to pay all costs of the fire liquidation and all damages including loss of the Employer's production.
12. The Contractor undertakes to execute the work using only the subcontractors listed in the Contractor's bid. Any subcontractors not listed in the Contractor's bid may be involved only with the prior consent from the Employer entered in the building/erection logbook.

## **Article VI Circumstances Excluding Liability**

1. The circumstances excluding liability are deemed to be Force Majeure events under Section 374 of Act No. 513/1991 Coll., Commercial Code, as amended. The Force Majeure is deemed to be any obstacle arising independently of the liable Party's will and preventing this Party from performing its obligation provided that it cannot be reasonably expected that the liable Party could avert or overcome the obstacle or its consequences and that the occurrence of the obstacle could be anticipated by the liable Party.
2. The liability of the Parties shall not be excluded by any obstacle arising at a time when the liable Party was in delay with the performance of its obligation or arising due to financial difficulties of the liable Party or any obstacle where it can be proved its effects could not substantially impact on the performance hereof.
3. The Party claiming Force Majeure shall be obliged to forthwith notify the other Party thereof (not later than 10 calendar days from the inception of Force Majeure) specifying the nature of obstacle which prevents or will prevent from the performance of obligations and expected duration and consequences of the obstacle and take all reasonable actions to alleviate the consequences of the nonperformance of contractual obligations.
4. The Party claiming Force Majeure undertakes to forthwith notify the other Party in writing of the termination of Force Majeure and submit a written evidence not later than 10 calendar days from the termination or elimination of the obstacles preventing from the performance of contractual obligations. The other Party shall be obliged to confirm the receipt of the notification in writing without undue delay.
5. If it can be proved the Force Majeure lasts for more than 3 months and prevents either Party from the performance of obligations agreed herein, both Parties shall have the right to withdraw from this Contract or agree an extension of the delivery dates.
6. No penalties by virtue of Force Majeure may be imposed on the Party affected by Force Majeure.

## **Article VII Confidentiality**

1. Either Party undertakes to keep secret any confidential information regarding the other Party and this Contract obtained during the negotiation and performance hereof. This obligation shall survive the termination of this Contract. The Parties also undertake to make sure the confidential information are kept secret also by all their employees as well as other persons assigned by them with tasks related to the performance hereof.
2. Notwithstanding the provisions above, the following information shall not be regarded as confidential:
  - Information which is or becomes part of public domain other than through a breach of any legal obligation
  - Information which was obtained by the receiving Party from a third party in a legitimate way or which the receiving Party is required to disclose by law.

## **Article IX Miscellaneous**

1. The legal relations between the Parties arising herefrom are governed by Act No. 513/1991 Coll., Commercial Code, as amended., if not otherwise determined herein
2. If the Contractor's VAT registration in EU country terminates, or if the Contractor registers to VAT in the Czech Republic or sets up a permanent establishment in the territory of the Czech Republic it undertakes to notify the Employer thereof.
3. It is expressly agreed that either Party shall pay all fees charged by its bank or its correspondent banks.
4. In order to prevent any action which would be in conflict with good manners the Parties agreed they shall not require/offer any advantages, rewards, gifts, expressions of hospitality, settlement of expenses, whether directly or indirectly, from/to any person in the capacity of any employee or member of statutory body of any natural or legal person operating in private or public sector (including persons making decisions or working for any physical or legal entity operating in private or public sector) for the purpose of winning, retaining or influencing of any transaction or obtaining any other advantage in tendering procedure or negotiating and performing this Contract. The Employer reserves the right to terminate this Contract if it realizes that the Contractor performing this Contract committed, whether by itself or through its representative, any action in conflict with good manners and failed to take a timely corrective action. The Employer reserves the right to terminate this Contract if it realizes that the Contractor or person controlling, or controlled by, the Contractor performing this Contract was aware or should have been aware, if exercising due professional care, of any action by a third party which was in conflict with good manners or of any deception committed by a third party which is or was related to the Contractor and whose activities relate to the Employer and the Employer has not been informed by the Contractor thereof or has not been provided with maximum possible assistance in investigating the revealed corrupt or deceptive practices.
5. The Contractor represents it does not and shall not use any illegal labour under Section 5 e) of Act No. 435/2004 Coll., on Employment, as amended, so that all dependent work carried out by natural persons for the Contractor is and shall be performed under employment contracts. If this work is carried out by foreign natural person it is or shall be performed in accordance with

employment permit or, in special cases, in accordance with long-term residence and work permit (so-called green card) issued pursuant to special legal regulation, or in accordance with blue card.

6. If the Employer finds out the Contractor allows any performance of illegal work, whether under this Contract or not, the Employer shall be entitled to withdraw from this Contract.
7. If any administrative procedure based on commitment of administrative tort under Section 140 (1) c) or e) of Act No. 435/2004 Coll., on Employment, as amended, is instituted against the Employer due to any breach of the Contractor's obligation or any administrative procedure is instituted against the Employer under Section 141a (2) of Act No. 435/2004 Coll., on Employment, as amended (where the Employer is liable for the administrative tort committed by the Contractor), the Employer shall have the right to require the Contractor to pay a penalty in the amount of CZK 250,000 (say: two hundred and fifty thousand Czech crowns) and the Contractor undertakes to pay the penalty by the date and in a way determined in the request. The payment of the penalty is without prejudice to the Employer's right to claim damages.
8. If any illegal work allowed by the Contractor results in any damage incurred by the Employer due to imposition of penalty for administrative tort under Section 40 (4) f) of Act No. 435/2004 Coll., on Employment, as amended, or the Employer is obliged to pay a penalty due to liability under Section 141a of Act No. 435/2004 Coll., on Employment, as amended, the Contractor shall be obliged to reimburse this damage to the Employer within one week from the request from the Employer.
9. The Contractor carrying on business as a natural person and the Employer represent that this Contract does not cover any dependent work, which implies the work hereunder is not and shall not be carried out in a relation between an employer and an employee, in the Employer's name or according to the Employer's instructions, and the Contractor is not obliged to execute the work for the Employer by itself, unless otherwise dictated by the work nature and requirements for the Contractor's qualification.

The Contractor represents it has or is able to get other business partners (clients) than the Employer so that the Contractor is not dependent on the Employer as on a single source of income from business.

10. The repaired product shall comply with applicable legal regulations. The Contractor shall issue a document on the completed repair based on relevant certificates confirming the operational safety and reliability of the repaired product, i.e. the Contractor shall declare that during the repair the product as a whole has not been subjected to a modification rendering it unsafe. The Contractor bears civil and criminal liability under common law for the repair.
11. The Contractor is obliged to properly and timely provide the Employer with all information necessary to perform the obligations arising herefrom.
12. In case of a repair of the work at the Contractor's premises the Employer reserves the right to be present at examination of the work before the repair commencement so that the repair scope can be specified in detail.
13. In case the work is executed at the Contractor's premises the Contractor shall enable the selected Employer's personnel to conduct an inspection of the work as a part of the site meeting at the time when this Contract is to be performed. The Employer reserves the right to use technical support from external specialists during the site meetings. The purpose of the inspection is to enable the Employer to check the work quality and quantity. The inspection may be repeated regularly or irregularly. The total number of inspections conducted for the fixed work execution period shall not be higher than 3. The inspection shall be advised to the Contractor 24 hours in advance. The number of the Employer's personnel attending the inspection shall not be higher than 4.

In case the inspection reveals any nonconformity of the work with any contractual provision the Contractor shall be obliged to correct the nonconformity and confirm the record entered in the erection logbook. The Contractor shall also be obliged to pay the costs of the inspection conducted by the Employer's personnel and external specialists.

14. This Contract may be altered solely based on written amendments signed by both Parties.
15. This Contract is made for an indefinite period of time and comes into force and effect when signed by both Parties. It can be terminated based on written agreement between the Parties or termination notice given by any Party in which case it shall be terminated after the expiration of three months' termination notice period starting on the first day of the month following the month in which the written termination notice was served on the other Party.
16. The Parties agreed that any property disputes between them arising herefrom or in connection herewith shall be resolved through agreement between them. In the event any dispute is not resolved amicably it shall be referred to competent court.
17. This Contract is executed in two counterparts each of which shall be deemed as original. Each Party shall receive one counterpart.
18. The negotiation of pricing and other commercial terms and conditions with the Contractor may be conducted solely by the Employer's Procurement Department. No other Employer's department is entitled to discuss/negotiate the pricing terms characterized in Annex No. 3 hereof. All requirements from other departments of the Employer to change the existing specification of the work shall be submitted to the Employer's Procurement Department. The technical conditions may be discussed directly between the Contractor and the respective Employer's department provided that the Employer's Procurement Department is kept informed both by the respective Employer's department and the Contractor.

The following annexes form integral parts hereof:

Annex No. 1 Contractor's representatives authorized to sign Specific Contracts

Annex No. 2 Invoicing address

Annex No. 3 Definition of work

In Ostrava on:

For and on behalf of the Employer:

OKD, a.s.

In ..... on:

For and on behalf of the Contractor:

[Trade name]

.....  
[Name]

[Title]

.....  
[Name]

[Title]

## Annex No. 3

Specific Contract for Work No. ....

### Definition of Work

**1. Subject Matter of the Work**

Description of the work

**2. Work Execution Site**

The work execution site is

**3. Work Completion Date**

The work completion date is

**4. Price for the Work**

Price for the work in CZK exclusive of VAT: .....

VAT: .....

Price for the work in CZK inclusive of VAT: .....

The price for the work is maximum price covering total costs for the work execution, transport, waste disposal and all secondary costs associated with the work execution.

**5. Liability for Defects of the Work, Guarantee for Quality**

..... months' guarantee for the work is provided. The Contractor undertakes to initiate the correction of any defects arising in the guarantee period within ..... hours (days). The defect correction date shall be agreed in writing and shall not exceed ..... days from the receipt of warranty claim.

**6. Other Conditions**

In Ostrava on:

For and on behalf of the Employer:

OKD, a.s.

In ..... on:

For and on behalf of the Contractor:

[Trade name]

.....  
[Name]

[Title]

.....  
[Name]

[Title]