

AMENDMENT No. 2
to the CONTRACT ON COOPERATION
between Shanghai Zhengtong Machinery Co., Ltd. and Technická inšpekcia, a.s., Slovakia,
concluded on 1st October 2012

Article 1
The Parties

1.1

Company name: Shanghai Zhengtong Machinery Co., Ltd.
上海正通机械设备有限公司
Registered seat: Room 206, Building 2, No. 12 Jinwen Road,
Zhuqiao town, Pudong new area, Shanghai, China
Contact:
Tel.: 86-21-52589571
Fax: 86-21-52589570
E-mail: shen.hanling@tom.com

Represented by: Shen Hanling, General Manager
Person authorized to negotiate
contractual issues: Tracy Yan

Company registration number: 310115001786671
Tax identification number: 310115569578771
VAT identification number: 56957877-1
Bank details:
Account number:

(hereinafter referred to as „Shanghai Zhengtong”)

1.2

Company name: **TECHNICKÁ INŠPEKCIA, a.s.**
Registered seat: Trnavská cesta 56
821 01 Bratislava
Slovakia

Contact:
Tel.: +421 2 49208100
Fax: +421 2 49208160
E-mail: tisr@tisr.sk

Represented by: Ing. Dušan Konický, Chairman of the Board of Management
Person authorized to negotiate
contractual issues: Ing. Peter Pribula, Foreign Sales Manager

Company registration number: 36 653 004
Tax identification number: 2022210608
VAT identification number: SK2022210608
Bank details: Štátna pokladnica Bratislava
Account number:

Registered in: Register of Companies at the District Court of Bratislava I, Section: Sa,
Insert No. 3919/B

(hereinafter referred to as „TI”)

Article 2
Contractual provisions

- 2.1. Pursuant to the Article 4, point 4.4 and the Article 10, point 10.9 of the Contract between Shanghai Zhengtong and TI, concluded on 1st October 2012 (hereinafter referred to as “Contract”) the Parties conclude this Amendment no. 2 to the Contract (hereinafter referred to as “Amendment”).
- 2.2. The purpose of this Amendment is to modify Article 4 of the Contract – new point 4.7 is inserted after point 4.6.
- 4.7 Shanghai Zhengtong shall issue invoice for services required by TI within 15 days after service is concluded. Invoice shall contain name of company where service was provided, file number (will be provided from TI before service is commenced) and shall be accompanied by relevant document filled by Shanghai Zhengtong (inspection record, checklist etc.). Such document can be in electronic version.
- 2.3. The purpose of this Amendment is also to modify Article 5 of the Contract.
- 5.1 To assist management and foreign sales manager of TI according to their requirements,
- 5.2 Perform all necessary activities with regards of establishment of TI company in PRC,
- 5.3 Keeping contacts with existing clients of TI in PRC,
- 5.4 Perform marketing activities and market research with the view of finding new clients in PRC,
- 5.5 Preparing of drafts of final documents (certificates, reports etc.) and other documents that will be issued by TI,
- 5.6 Contacting clients with regard to organization of the services (time, place, specific equipment, etc.),
- 5.7 Ensuring transport and accommodation of TI staff on the territory of PRC,
- 5.8 Translation services from the English language to the Chinese language and vice versa,
- 5.9 Accompany TI staff on the territory of PRC during their stay,
- 5.10 Preparation and sending of applications for assessment to TI,
- 5.11 Preparation and sending of an invitation for TI staff for arrangement of visas,
- 5.12 Preparation and maintenance of web page of TI brand office in PRC,
- 5.13 Preparation of marketing strategy of TI branch office in PRC including promotional materials, promotional presentations, drafts of contracts with clients etc.,
- 5.14 Administrative and organizational activities in TI branch office in PRC,
- 5.15 Perform audits of quality systems,
- 5.16 Contacting the embassy of the Slovak Republic in PRC or other bodies in case of accident (injury, loss of travel documents, etc.),
- 5.17 Perform any other work according to the requirements of TI management and foreign sales manager.
- 2.4. The purpose of this Amendment is also to modify Article 10, point 10.2 of the Contract.
- 10.2 The Contract shall expire

- a) based on agreement in writing of the Parties,
- b) upon termination of the Contract if the Parties do not come into agreement on prices for respective year,
- c) by giving notice by any of the Parties without giving a reason. The notice period takes 6 months and starts running on the first day of the calendar month following the month in which the written notice was delivered to the other Party,
- d) establishment of a branch office of TI in PRC,
- e) upon rescission of the Contract provided that the other Party breaches the Contract substantially. The effects of the rescission commence upon delivery date of the written notice of rescission of the Contract to the other Party. As substantial breach of the Contract is considered, namely:
 - in case when a Party violate the duties according to this Contract and/or neglects contracting duties fulfilment
 - if by acting respectively by inaction of one of the Parties the goodwill of the other Party will be impaired.

2.5. The purpose of this Amendment is also to determine and agree prices for services provided by TI, for respective year.

Agreed prices are valid from 1.2.2014 till 31.1.2015.

Agreed prices

A. Pricelist of activities TI¹⁾

Pressure equipment directive (PED)		
Procedure	Price for assessment of documents and issuing of certificate	Price for assessment of documents and issuing of report
Module H - valves	600 EUR	300 EUR
Module H - vessels	750 EUR	300 EUR
Module G	50 EUR/piece	XXXXXXXXXX
Transportable pressure equipment directive (TPED)		
Type approval	750 EUR/type + 600 EUR/additional type within one manufacturer	XXXXXXXXXX
In-house system approval	750 EUR	300 EUR
Inspection activities		
WPQR	50 ²⁾ EUR/WPQR	XXXXXXXXXX
Cert. 3.2	50 ²⁾ EUR/Cert.	XXXXXXXXXX
Approval of material manufacturer (Annex I point 4.3 of PED)		
Material manufacturer	600 EUR	300 EUR
ISO 9001 certification		
ISO 9001	250 EUR	130 EUR
Surveillance performance over Shanghai Zhengtong		
Surveillance over Shanghai Zhengtong	400 EUR/audit	

1. The price does not include travelling expenses (such as accommodation costs, flight tickets and other travelling costs etc.); these will be invoiced according actually spent costs. Price does not include VAT.
2. Price does not include costs for non-destructive and destructive tests

Remark 1: Prices for other activities not included in the Annex and covered by contract will be agreed on the case by case basis.

Remark 2: Prices covered by the contract are for common products. Prices for special products as well as decision about “special product” will be agreed on case by case basis.

B. Reimbursement of costs of TI representative (point 4.2 of the contract)

18 867 RMB/month

**Article 3
Final provisions**

- 3.1. Other provisions of the Contract remain unchanged and valid.
- 3.2. This Amendment comes into force and becomes effective on date of signature by the representatives of the Parties as a witness of their consent to the entire content of the Amendment. The Amendment is an integral part of the Contract.
- 3.3. This Amendment is made out in 2 originals, one for each party.

In Shanghai, 31th January 2014

In Bratislava, 28th January 2014

On behalf of Shanghai Zhengtong

On behalf of TI:

Shanghai Zhengtong Machinery Co., Ltd.
Shen Hanling

Technická inšpekcia, a.s.
Ing. Dušan Konický
Chairman of the Board of Management