



Vojenský technický a skúšobný ústav ZÁHORIE
VTSÚ Záhorie

Contract of Work
No.VTSÚ-12-129/2021

between

Ordering party:

Hirtenberger Defence Europe GmbH
Residence: Leobersdorfer Strasse 31-33, A-2552 Hirtenberg/Austria
Statutory representative: Eva Stein MSc, CEO / Ing. Peter Pichler, CEO
Responsible: Ing. Klaus Wunsch
Registered No.: 462693g
Bank Details: UniCredit Bank Austria AG
IBAN: AT32 1200 0100 1901 7077
SWIFT: BKAUATWW
Tel.: +43 2256 81184-354
Fax: +43 2256 81807
Responsible: k.wunsch@hirtenberger.at

and

Contractor:

Vojenský technický a skúšobný ústav Záhorie (VTSU)
(Military Technical and Testing Institute Záhorie)
Registered office: 905 24 Záhorie, Slovakia
Statutory representative: Ing. František Petráš, Director
Responsible: Ing. Alžbeta Chovancová, coordinator
Company ID.: 00800902
Bank details: State treasury Bratislava
Account number: 7000273625/8180
IBAN : SK 62 8180 0000 0070 00273625
SWIFT : SPSRSKBA
Tel.: 00 421 34 6970 207, 34 6970 206
00 421 34 6970 855
Fax: 00 421 34 651 46 59
E-mail: chovancova.alzbeta@vtsu.sk

Are concluding The Contract of work in accordance with the provisions of The Commerce code of The Slovak republic pursue to § 262 a § 536.

Article I.

SUBJECT OF THE CONTRACT

1.1. The Contractor of VTSÚ Záhorie from Slovakia hereby undertakes to carry out the following work:

XXXXXXXXXXXXXXXXXXXXX.

1.2. The work shall be executed in accordance with the ordering party requirements summarized in the mutual approved test program which is not a part of this contract.

1.3. The ordering party according to the provisions of § 262 and § 537 et seq. of the Slovak Commercial Code shall pay the price agreed in this contract.

1.4. The contractor shall work out the report of the fragmentation test including fragments mass distribution evaluation. The report will be handed over to the ordering party.

Article II.

PLACE AND DATE FOR UNDERTAKING OF THE WORK

2.1 The site of undertaking subject of the contract shall be VTSÚ Záhorie proving ground and facilities.

2.2 The work of the contract pursuant to Article 1 shall be executed by contractor in period of **November 23 - 24, 2021.**

Article III.

PRICE AND PAYMENT CONDITIONS

3.1. The contractor shall invoice price of **3 500 €** (in words: three thousand five hundred euros) to the ordering party for one testing day. The final price will be calculated according to the actually exploited days of the testing pursuant to the Slovak Act on prices No. 18/1996 Coll. as amended.

3.2. The Ordering Party shall receive an invoice after the contract subject has been properly executed.

3.3. The due date of the invoice shall be 30 days from the date of its issue by the Contractor.

- 3.4. In the event that the Ordering Party is in arrears with payment of the invoice, the Contractor may charge interest in the amount of 0.05% of the owed price for every day of payment arrears.
- 3.5. In the event that the Contractor does not comply with the time of the performance agreed in this contract, the Ordering Party may charge a contractual penalty in the amount of 0.05% of the total price sum for every day that the performance is delayed.
- 3.6. The agreed contractual penalties and fines shall be paid to the eligible party within 60 days of the day on which they are enforced.

Article IV.

OBLIGATIONS AND MUTUAL RESPONSIBILITIES OF THE PARTIES

- 4.1. The Ordering Party shall supply on time all the required materials in the extent of the test program approved.
- 4.2. The Ordering Party shall pay the agreed price of work.
- 4.3. As a first statement, all activities of the ordering party personnel shall fully comply with the VTSU local regulations and an Officer in Charge commands who will be designated by VTSU director. All the unplanned operations shall be submitted for approval to the Officer in charge of VTSU Záhorie.

Article V.

LIABILITY FOR DAMAGE

- 5.1. The ordering party shall be responsible for the staff insurances to cover bodily injury including loss of life of its staff.
- 5.2. Ordering party shall be liable for any loss or damage suffered by the contractor save in respect of such loss or damage which is suffered as a result of the gross negligence or misconduct of its activity. If the damage has arisen to the contractor caused by the ordering party, this damage shall be paid by the ordering party. The damage must be proven by the contractor.
- 5.3. The ordering party shall support all damages to its own material and equipment not caused by Contractor.

Article VI.

OBLIGATIONS OF THE CONTRACTOR

- 6.1. The contractor shall perform and supply the subject of the contract at the stipulated time and in the extent pursuant to Article 1 and Article 2 of the contract.

Article VII.
EXPIRATION OF THE CONTRACT

- 7.1. The contractual parties hereby agree that the contract shall terminate on mutual approval after written cancellation by either Party, latest 14 days before start of the test.

Article VIII.
INTELLECTUAL PROPERTY RIGHTS OF TEST RESULTS

- 8.1. Sharing of technical know-how among technicians and scientists of both parties are allowed always subject to NDA agreement concluded by both parties about non-disclosure of information. The contractor and ordering party are both responsible for the information exchange.

Article IX.
FINAL PROVISIONS

- 9.1. This contract shall enter into force upon its signing by the representatives of both contractual parties.
- 9.2. This contract may only be amended and changed by written annexes, which shall comprise an integral part of this contract. Any other arrangements are illegal.
- 9.3. Unless agreed otherwise in this contract, legal relationships which arise from this contract shall be governed by the applicable provisions of the Slovak Commercial Code No.513/1991 Col. and related legal regulations.
- 9.4. Any disputes which arise with regard to the performance of this contract shall be resolved in first place by an agreement between the contractual parties. In the event that agreement cannot be reached, a dispute shall be resolved by the competent court.
- 9.5. The contractual parties hereby declare that they conclude this contract of their own free will, that they understand its contents, and that this contract was not concluded under duress or under disadvantageous conditions. In witness of their consent to the contents of this contract they hereby append their signatures.
- 9.6. The Parties are familiar with the United Nations Treaty against Corruption, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions adopted on 21 November 1997, as well as with the relevant legal provisions combating bribery and unfair competition of their relevant jurisdiction. The Parties agree to comply with these terms and specifically represent and warrant that they have not and will not, in connection with this Agreement or its performance hereunder, directly or indirectly, offer, pay, promise to pay, or authorize the giving of, any money or thing of value to any Official or to any other person or

entity protected by the relevant laws (“Protected Persons”), for the purpose of influencing any act or decision of such Protected person, including a decision to fail to perform his lawful duty, or inducing such Protected Person to use his influence with any Government or instrumentality thereof to affect or influence any act or decision of such protected Person to obtain or retain business for anybody or to gain an improper advantage. Contractor acknowledges that no employee of Ordering Party (or any of its affiliates) has any authority to give any direction, written or oral, in connection with the making of any payment or commitment by Seller to any third party in contravention of the foregoing. Seller shall keep proper and sound books.

- 9.7 This contract shall be drawn up in **three printed copies** in the English language. Ordering party shall receive one printed copy and contractor two printed copies.
- 9.8 This Contract will come into effect on the day of signing the contract by both contractual parties and it will come in force on a day after the day of disclosing in accordance with provision § 47a the Act No.40/1964 Coll. Civil code as amended in the Act.
- 9.9 Article I. item 1.1. of this Contract is not published due to reasons stated in § 17 to § 20 of the Act No. 513/1991 Coll Commercial Code in accordance with the provision of § 10 section 1 of the Act No. 211/2000 Coll. on free access to information and on change and amendment of certain acts.
- 9.10 This Contract must be disclosed compulsorily in accordance with the Act 211/2000 Coll. on free access to information and on change and supplement of certain acts.

In Hirtenberg
Date: October 20, 2021

In VTSÚ Záhorie
Date: October 25, 2021

Ordering party:

Contractor:

Ing. Peter Pichler
CEO

Ing. František Petráš
director