# Annex 2 DRAFT PURCHASE AGREEMENT

Tenderers shall only fill out the missing information marked yellow in the Purchase Agreement. No other modifications of the Purchase Agreement are allowed.

The Contracting Authority has the right to exclude from the competition any tender who makes any prohibited changes in the Purchase Agreement.

# PURCHASE AGREEMENT no. A\_02\_01\_12

(§ 2079 et seq. of Act no. 89/2012 Coll., of the Civil Code, as amended)

I. Contracting Parties

Commercial company: [●]

Registered office [●]

Entry in the Commercial Register: [●]

Identification Number: [●]

Tax Identification Number: [●]

Represented by: [●]

(hereinafter **”Seller”**)

and

Commercial company: **AL INVEST Břidličná, a.s.**

Registered office: Bruntálská 167, 793 51 Břidličná, Czech Republic

Entry in the Commercial Register: Regional Court Ostrava, file ref. B 3040

Identification Number: 273 76 184

Tax Identification Number: CZ 27376184, payer of VAT in the Czech Republic

Represented by: Mr. David Bečvář, MSc, Chairman of the Board of Directors

(hereinafter **”Buyer”**)

together concluded, on the day set forth below, this Purchase Agreement no.

for the operation: DRAINBINS FOR MOLTEN ALUMINIUM

(hereinafter **”Agreement”**).

The afore-mentioned representatives of the Contracting Parties declare that they are authorised to represent the participants in the Agreement, and are authorised to conclude this Agreement on the Contracting Parties‘ behalf.

At the same time, each of the Contracting Parties‘ representatives declares that the conclusion of this Agreement is in accordance with the statutory or internally stipulated rules of the Contracting Party they represent.

Each representative also declares that, on the day of the conclusion of the Agreement, no proceedings as per Act no. 182/2006 Coll., on Bankruptcy and Settlement, as amended (Insolvency Act) are being conducted against the commercial company they represent, and undertakes to inform the other Contracting Party of all facts regarding a risk of their company becoming bankrupt, or a declaration that their company is bankrupt.

II. Subject of the Agreement

Under the conditions set forth below, the Seller undertakes to deliver the following to the Buyer:

* Five types of containers for molten aluminium – Drain binsas per the Technical Specification set forth in Appendix no. 1 of this Agreement
* the delivery also includes the transport of the Items
* accompanying documentation (3x in paper and 1x in electronic form) including operating manual and Declaration of Conformity

Hereinafter collectively referred to as **“Items”.**

The Buyer undertakes to accept the properly delivered Items from the Seller and pay the agreed purchase price.

Within the scope of their fulfilment, the Seller shall provide the Buyer with supplier documentation in a scope enabling the Buyer to use the Items as per Act no. 22/1997 Coll., on Technical Requirements for Products, as amended, as well as to operate it safely, in particular via the application of the government regulations that relate to it – Government Regulation no. 272/2011 Coll. and Government Regulation no. 176/2008 Coll.

III. Purchase price

The price of the subject of the Agreement (Items) as per Article II. Is agreed by the Contracting Parties as:

[●] **EURO (in words:** [●] **EURO)**

The price is listed ex VAT, and shall be billed in accordance with the applicable legal regulations.

IV. Delivery parity

DDP Břidličná (as per INCOTERMS 2020). The fulfilment location is the **Buyer’s place of business** at the address set forth in Article I. of this Agreement. Transport of the Items by the Seller to the fulfilment location is included in the agreed purchase price.

V. Delivery deadlines, handover of Items

The Seller undertakes to deliver the Items to the Buyer by the following deadlines from the conclusion of the Agreement:

- **delivery of the first part of the Items (Type one and type two)** to the fulfilment location **latest at 14.07.2026**

**- delivery of the second part of the Items (Type three, type four and type five)** to the fulfilment location **latest at 30.07.2026**

The Seller is obliged to notify the Buyer of their readiness to deliver the Items to the agreed fulfilment location no later than three working days before the delivery date.

The Buyer is obliged to arrange the receipt of the delivered Items.

The Seller is fully responsible for proper insurance of the Work at own expense, at all stages of implementation of this Contract. The Seller is obliged to negotiate and maintain valid Third-Party Liability Insurance, including cross-liability, or make sure that such insurance is negotiated and maintained valid, throughout the implementation of this Contract and at own expense; the insurance shall also cover liability for the Seller’s subcontractors. This insurance shall cover any and all injury or death suffered by third parties (including the Buyer’s employees), as well as any losses, damage or harm to property (including the Buyer’s assets and any parts of the Work) which could occur in connection with the implementation, transportation or any other handling of the Work at any stage of implementation of the Work. The limit of the Seller’s liability to third parties shall equal or exceed 300,000 EUR. The Seller is obliged to prove the fulfilment of this obligation to the Buyer anytime on request, by reliable evidence.

The Seller acknowledges all occupational risks connected with the delivery of the Items, including the risk of injury and other damage to health arising from the Buyer’s production and operational activity realised in location to which the Items is to be delivered (the Buyer’s place of business), whereby they undertake to bear their consequences – see information regarding risks on the part of AL INVEST Břidličná, a.s. (Act no. 262/2006 Coll., of the Labour Code) – **Appendix no. 2** of this Agreement.

The handover – receipt of the properly delivered Items in the extent specified in Article II. of this Agreement shall be **confirmed in writing** by both Contracting Parties.

VI. Payment terms

After the handover – receipt of the Items and/or any of its integral parts according to the schedule, the Contractor shall issue a partial invoice on the basis of the protocol regarding the handover and receipt of the Items and/or any of its integral parts according to the schedule, confirmed by the Ordering Party’s responsible representative**. The invoice shall be payable 30 days from the taxable fulfilment date.** The application of the provision of § 2611 of Act no. 89/2012 Coll., of the Civil Code, as amended, is excluded.

The invoice shall conform to all of the requirements prescribed by the applicable laws and regulations. The invoice shall also specify the registration number of the Project (“7222200001”) and the title of the Project: “ALFAGEN – Modernizace technologií tavení a lití” [ALFAGEN – Modernization of Smelting and Casting Technology]; this information shall be provided to the Contractor by the Client. The Contractor is obliged to deliver the duly issued invoice to the Client in electronic form (PDF format) no later than 1 day of the day of issue, to the e-mail address: faktury@alinvest.cz.

VII. Warranty period

The Seller is responsible for the subject of the Agreement (Items) being delivered in accordance with and under the conditions stipulated by this Agreement, and as per the generally binding legal regulations and technical norms.

The **warranty period** for the quality of the supplied Items is **[MIN 24 a MAX 48] months** from the day of the handover of the Items (Article V. of this Agreement). For the warranty period, the Seller is liable for defects that the Buyer discovered and reported in time, and they shall eliminate these defects without undue delay and at their own expense. If they fail to eliminate the defects even during an additional time period provided in writing by the Buyer, then the Buyer is entitled to eliminate the defects using a third party at the Seller’s expense.

The Buyer is obliged to report the defect to the Seller without undue delay after discovering it, no later than the end of the warranty period, including a description, extent and probable cause (if known to them), to prevent the risk of further damage.

The Contracting Parties have agreed that, during the warranty period, the Buyer has the right to request, and the Seller the obligation to eliminate, free of charge and without undue delay, any legitimately reported defects.

In the case of a defect that was eliminated within the scope of the warranty, the warranty period relating to the repaired part of the Items begins to run once more, from the day of elimination of this defect.

The warranty does not apply to defects caused by incorrect operation, an unsuitable or incorrect connection, a failure to comply with the operating conditions set forth in the instructions for use, or the handling or maintenance of the Items in conflict with the documentation.

VIII. Penalty for a delay

In the event of a delay by the Buyer with the payment of an invoice as per Article VI. of this Agreement, the Seller is entitled to request interest on delayed payment of 0.05% of the amount due for every day of the delay.

In the event of a delay by the Seller with the handover of the Items as per Article V. of this Agreement, the Buyer is entitled to request the payment of a contractual fine of 0.05% of the total amount of the purchase price (ex VAT) for every day of the delay.

Either participant in this Agreement is entitled to withdraw from the Agreement if the other Contracting Party is in delay with the fulfilment of their obligation by more than 30 days. Withdrawal from the Agreement does not terminate penalty claims, claims arising from the warranty or the injured party’s entitlement to compensation for damage.

The contractual fine provision does not affect the injured party’s entitlement to compensation for damage.

The Contracting Parties explicitly agree that, in the event of a significant breach of the Agreement, the other Party can withdraw from the Agreement, even if they did not do so, without undue delay, after finding out about the breach of the Agreement.

IX. Transfer of ownership, transfer of risk of damage

The Buyer acquires ownership upon taking receipt of the Items.

The risk of damage to the Items is transferred to the Buyer upon taking receipt of the Items.

X. Protection of information

Both Parties shall abide by the principle of the protection of confidential information, being:

the content of the Agreement, and its appendices and supplements, as well as any other information that one of the Contracting Parties designates as such in writing.

The Contracting Parties are obliged to act so as to prevent unauthorised or accidental access to confidential information by unauthorised persons, or the unauthorised transfer, other processing or misuse of same.

The Contracting Parties are not authorised to disclose or provide confidential information to other entities without the consent of the other participant in the Agreement.

Confidential information cannot be used to refer to information that was already known to the receiving party, or that which is publicly available.

XI. Force majeure, obstacles to fulfilment

The Contracting Parties are freed from liability for the partial or total failure to fulfil the obligations as per this Agreement, if the cause of the failure to fulfil them is force majeure, and if these factors prevented the fulfilment of the Agreement. If the effect of force majeure and its consequences does not last longer than 1 month, then both the Seller and the Buyer are obliged to abide by the Agreement, whereby the delivery and other deadlines shall be extended by the duration of force majeure and its consequences.

Extraordinary circumstances that temporarily or permanently prevent the fulfilment of contractual obligations, that occurred through no fault of the Contracting Parties after the conclusion of the Agreement, and that neither Contracting Party could have anticipated or averted (in particular floods and other natural disasters) shall be considered cases of force majeure.

The Contracting Party that was prevented from the fulfilment of contractual obligations by force majeure must immediately inform the other Contracting Party in writing when such circumstances arise, and present appropriate evidence of these circumstances‘ effect on the fulfilment of the contractual obligations. If, due to force majeure, the fulfilment as per this Agreement becomes impossible for a period longer than 1 month, then the Contracting Parties shall try to agree on an amendment to the Agreement so that the obligations arising from the Agreement can be fulfilled. If no agreement is reached, then the Party that reported the force majeure has the right to withdraw from the Agreement. The withdrawal shall take effect on the day of delivery of the notification of withdrawal from the Agreement due to force majeure.

In the event of a withdrawal from the Agreement due to force majeure, both Parties are obliged to return the provided fulfilment to each other, or to agree on the settlement of the fulfilment already provided.

Both Parties are obliged to inform each other, without delay, of obstacles that prevent the Contracting Party from fulfilling the Agreement and that may result in a failure to fulfil the obligations stipulated by this Agreement, as well as of the elimination of these obstacles.

XII. Special and final provisions

All disputes arising from this Agreement and in connection with it, which cannot be resolved by negotiations between the Parties, shall be arbitrated by the general court competent as per Act no. 99/1963 Coll., of the Code of Civil Procedure, as amended.

The seller is obliged to cooperate in the performance of financial control according to § 2e) Act No. 320/2001 Coll., on financial control in public administration.

Any amendments to this Agreement can only be made in the form of written appendices signed by both Contracting Parties. Any additions to the originally printed text of the Agreement, notes, deletions, or changes to the text made by hand or machine, are only valid if they are signed, in the place where they were made, by the persons authorised to sign this Agreement. The signature of such an addition, insertion or deletion of the text must be made so as to exclude any doubts that the subsequent change to the original text was made upon agreement between, and with the consent of, both Contracting Parties. A signature or initials on the underside of the sheet that contains the original text of the Agreement is not sufficient for such a change to be valid.

The Contracting Parties have explicitly agreed that a change of circumstances or inability to fulfil the Agreement by one of them does not constitute reason to terminate this Agreement (with the exception of the provision of Article XI. of this Agreement).

The individual provisions of this Agreement are separable in the sense that the ineffectiveness or invalidity of any of them shall not result in the invalidity or ineffectiveness of the Agreement as a whole. Upon request by either Party, the Contracting Parties undertake to replace, without undue delay, such an invalid or unenforceable provision with a valid and enforceable one, whose content is closest to the purpose of the invalid or unenforceable provision.

No acts or behaviour by the Buyer can be considered a promise to conclude the Agreement or an Appendix to same. The application of § 1740 paragraph 3 and § 1751 paragraph 2 of the Civil Code, which state that an Agreement is concluded even if the expressions of the Contracting Parties‘ wills are not completely identical, is excluded. By signing this Agreement, the Contracting Parties also exclude that, during the legal relationship between the Contracting Parties, business conventions are taken into consideration, which therefore do not take precedence over legal provisions as per the provision of § 558 paragraph 2 of the Civil Code. The Contracting Parties have also agreed that the provision of § 582 paragraph 2 of the Civil Code does not apply, and that the invalidity of legal proceedings for which a written form was agreed can therefore be objected to at any time.

This Agreement becomes valid and effective upon signature by the Contracting Parties. The Agreement is drawn up in 2 copies, of which each Contracting Party shall receive 1 copy.

Relations between the Contracting Parties not addressed by this Agreement are governed by the provisions of **Act no. 89/2012 Coll., of the Civil Code**, as amended.

**Appendix no. 1** – Technical Specification

**Appendix no. 2** – Information regarding Risks on the Buyer’s Part (Act no. 262/2006 Coll., of the Labour Code, as amended)

In Břidličná, on ….………….. In [●], on ……………..

For the Buyer: For the Seller:

………………………………………. …………………………………..

Mr. David Bečvář, MSc [●]

Chairman of the Board of Directors [●]

AL INVEST Břidličná, a.s. [●]

**Appendix no. 1 – Technical Specification**

See Annex 3\_TD\_Technical\_specification

**Appendix no. 2** – **Information regarding Risks on the Buyer’s Part (Act no. 262/2006 Coll., of the Labour Code, as amended)**

##### Information regarding risks on the part of AL INVEST Břidličná, a.s. – area of occupational safety and health (Act no. 262/2006 Coll., of the Labour Code) - §101

## Created risks

Basic extent of risks that are (e.g. during the fulfilment of the subject of the Agreement, works orders, visits, excursions etc.) created by AL INVEST Břidličná, a.s.

1. Risk arising from noise exposure
2. Risk arising from the use of harmful chemical substances
3. Risk arising from the use of roads, means of transport, motorised carts, motorised forklift trucks, motorised and non-motorised vehicles (including rail vehicles on railway sidings) – placement of informational, prohibition and order signs, obligation to travel along marked roads
4. Danger of fire, danger of explosion of flammable gases and vapours – placement of informational, prohibition and order signs, placement of fire extinguishers, obligations as per the High-Risk Welding Order before commencement of welding works
5. Risk arising from moving parts of machines and machinery – prohibition of operation by unauthorised persons, workwear without loose parts
6. Risk arising from crane transport – prohibition of movement under suspended and transported loads (also if applicable Fire Safety Degree in workplace OS 04-06)
7. Risk arising from processed and used raw materials (hot metal, hot substances) – prohibition of handling by unauthorised persons
8. Environmental consequences – prohibition of activities that could lead to air or water pollution.

Note: furthermore, as necessary, familiarisation is required with any specific risks in the particular workplace (section...). Or familiarisation with the use of personal protective equipment.

## Basic information for the Supplier (or visit, excursion etc.) to eliminate defined risks

In addition to generally applicable occupational safety and health regulations, the following specific requirements with regard to occupational safety and health apply for persons from other organisations performing works in the premises of AL INVEST Břidličná, a.s.:

## Persons are obliged to comply with all signs (including traffic signs) in the premises of AL INVEST Břidličná, a.s., as well as in premises used or rented by this company. Before commencing activities, they must report to the responsible senior employee of AL INVEST Břidličná, a.s.

1. Persons are obliged to comply with the safety and fire signs installed in the company’s individual operations and premises in which they perform work activities.
2. While in the premises of AL INVEST Břidličná, a.s., persons are obliged to use only the paths, entrances and exits that are designated for those persons.
3. A pedestrian must walk on the pavement, on the right side. Where there is no pavement, they must walk on the left shoulder. Pedestrians must not restrict the flow of road traffic, especially by forming groups for no reason.
4. When walking in workplaces, pedestrians are obliged to use the designated access roads, and they must use the marked pedestrian crossings to cross. Apart from the marked crossings, the road may only be crossed perpendicularly to the direction of road traffic. Before entering the road, the pedestrian must make sure that they can do so safely.
5. Pedestrians may walk on the roadside at most two abreast, and as long as they do not endanger or restrict road traffic by this, particularly during decreased visibility or increased traffic.
6. A person pushing or pulling a hand truck of a total width of over 60 cm must walk on the right edge of the road.
7. A cyclist must cycle or push their bicycle along the right edge of the road, as long as this does not endanger pedestrians; they may also push the bicycle along the pavement. Cycling inside the company’s buildings and halls is prohibited. Cycling in the company’s premises is also prohibited in cases where the road surface is unsuitable for cycling, or does not ensure a safe ride (e.g. snow, black ice, dangerous pollution, puddles etc.).
8. Due to the risks arising from the working environment, a prohibition on the use of mobile phones, tablets and portable audio players that use headphones (MP players etc.) applies in all production and operating premises. An exception is work-related telephone calls – provided they are made outside potentially explosive environments and from a safe place.
9. Persons are obliged to maintain order in the workplaces.
10. Persons who are under the influence of alcohol, or psychotropic or addictive substances, are prohibited form entering the company’s workplace and carrying out work for the company. Bringing alcoholic beverages into the company’s premises, and consuming them there, is also prohibited. This also relates to psychotropic and addictive substances. At the order of a responsible employee of AL INVEST Břidličná, a.s. (understood to mean a senior employee listed in the Employment Rules), persons are obliged to undergo a test to ensure they are not under the influence of alcohol or other addictive substances.
11. Smoking anywhere in the company’s premises is prohibited, with the exception of designated locations that fulfil the conditions stipulated by the company’s internal regulation, and are properly marked.
12. If medical assistance is required, call 155. In the event of a work accident, the employee‘s immediate superior and a responsible employee of AL INVEST Břidličná, a.s. must be informed immediately.
13. In case of fire, accident etc., call the telephone numbers below:

Doctor, surgery 2304

Fire brigade AL INVEST Břidličná, a.s. 2222

Switching off of electrical current 2344, 2433

Switching off of gas supply 2302, 2306, in the case of shifts see the company’s telephone directory

#### State phone lines

Emergency medical service 155

Police 158

Fire brigade 150

Water supply and sewerage 554 711 051

Karlov Water Treatment Plant 554 273 141

AL INVEST Břidličná, a.s. 554 221 111

and always inform the appropriate manager or responsible person of AL INVEST Břidličná, a.s.

1. Persons must not endanger individual components of the environment (water, air, soil) by their activity, in particular with an emphasis on the vicinity of a watercourse.
2. Persons are obliged to store waste, chemicals and harmful substances in predetermined locations. If they do not know where these are, they must ask a responsible employee of AL INVEST Břidličná, a.s.
3. Persons may only perform the activity that is the subject of the Agreement or an Agreement for the Supply of Works. Any other activity may only be performed with the knowledge and consent of a responsible employee of AL INVEST Břidličná, a.s.
4. A person may only enter the company’s workplaces where they are obliged to fulfil contractually agreed works, loading or unloading. They may also enter sanitary facilities (toilets, changing rooms, showers, bathrooms, snack corners, rest areas, drinking water sources etc.) that are defined within the scope of the supply of works and activities. They may only enter other areas exclusively with the knowledge and permission of a responsible employee of AL INVEST Břidličná, a.s.
5. A person is obliged to follow any instructions issued by a responsible employee of AL INVEST Břidličná, a.s. during excursions, visits etc., or when accompanying an employee of AL INVEST Břidličná, a.s.

Note: it is also necessary to inform persons of the risk and danger to health according to the nature of the assigned activity, and the nature of the operation or location where this contractually assigned activity is to be performed.

## Supplier’s obligations (applies when performing supplier works)

1. The Supplier is responsible for the demonstrable familiarisation with this Appendix (including verification of knowledge) of all their employees to whom they shall entrust the fulfilment of tasks in relation to AL INVEST Břidličná, a.s.
2. The Supplier may only entrust the performance of tasks for the Customer to persons and employees in relation to whom they fulfilled their obligations arising from the applicable legislation, in particular the Labour Code, as amended (e.g. ensuring professional competence, provision of medical examinations, training and verification of knowledge of regulations relating to the performed activities, provision of suitable personal protective equipment and cleaning agents, recording of working hours including any overtime and night work, recording of rest periods and safety breaks, and other record-keeping obligations in relation to the scheduling of work and leave, recording of any high-risk works etc.).
3. The Supplier acknowledges all occupational risks arising from the nature of the production and operating activity in the Ordering Party’s premises, and the performed works as the subject of the work, including the risk of injury and other damage to health, whereby they undertake to bear their consequences.
4. When performing tasks and activities for and supplying works to AL INVEST Břidličná, a.s., the Supplier guarantees that they shall strictly observe all provisions arising from the applicable legislation, safety regulations and procedures, for the entire delivery period.
5. The Contractor for the works is obliged to set themselves a safe work procedure with regard to ensuring occupational safety and health. They must pay special attention in the procedure to ensuring safety when working on machines, machinery and electrical equipment, when working in potentially explosive premises, and when working in premises where smoking and open fires are prohibited. The Contractor is obliged to cooperate with AIB employees in ensuring the necessary cooperation – demarcation of the workplace and space with a possible prohibition on entry and activity, securing of objects against falls and unwanted movement, and ensuring safety when working at height (definition of cooperation: designation of anchor points, handover of materials and necessary documentation for work at height, professional competence and medical fitness for work at height).
6. If, when performing tasks and activities for and supplying works to AL INVEST Břidličná, a.s., the Supplier is not familiar with the correct method of ensuring occupational safety, or if such a method is not possible, or if they have doubts regarding the scope and method of ensuring occupational safety (in relation to both their own employees and those of AL INVEST Břidličná, a.s.), then they are obliged to cease work and inform a competent employee of AL INVEST Břidličná, a.s. without undue delay.
7. If, within the scope of performing activities for AL INVEST Břidličná, a.s., the Supplier invites other subcontractors, then they are responsible for coordinating their activities and forwarding this Written Information on Risks to them. They are also obliged to inform a competent employee AL INVEST Břidličná, a.s. of this fact in advance.
8. In the sense of the applicable Labour Code, the Supplier is also obliged to inform AL INVEST Břidličná, a.s. in writing of the risks arising from the activities performed by them (see below) and to cooperate in ensuring occupational safety and health. If the Supplier does not hand over written information on risks by the date of the commencement of their activities, then it is assumed that the value of the risk arising from their activity is “zero“, and that they do not require any cooperation from AL INVEST Břidličná, a.s. in the area of occupational safety and health.

Any deficiencies on the part of the subcontractor shall be resolved through the Contractor’s responsible person.

In Břidličná on: …………………

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

AL INVEST Břidličná, a.s., Contractor

Helena Strušková, +420 606 846 635 Name, surname, signature, mobile