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**Contract for Work**

**Purchase of a photovoltaic system without accumulation for own consumption for stores operated by Lidl Česká Republika v.o.s. – 31 branches**

(hereinafter referred to only as the “**Contract**”)

**CONTRACTING PARTIES:**

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| 1. |  |
| Trading name: | Lidl Česká republika v.o.s. |
| Registered office: | Prague 5, Nárožní 1359/11, Postcode 158 00 |
| Company ID No.: | 224 324 78,541 |
| VAT No.: | CZ261 78 541 |
| Entry in the the Commercial Register: | maintained by the Municipal Court in Prague, Section B, File 42824 |
| Represented by: | the shareholder, Lidl Holding s.r.o., represented by the executive directors Martin Molnár and Pavel Stratil |
| Bank details and current account number which is published in the register of VAT payers administered by the Ministry of Finance: | Československá obchodní banka, a.s.  216386993/0300 |
| Contact person: | Jaroslav Ryšavý |
| Email address for electronic communication: | jaroslav.rysavy@lidl.cz |

(hereinafter referred to only as the “**Client**” and/or “**Lidl**”

**and**

|  |  |
| --- | --- |
| 2. |  |
| Trading name: | **……………………….** |
| Registered office: | ………………………. |
| Company ID No.: | ………………………. |
| VAT No.: | ………………………. |
| Entry in the Commercial Register / Trade Register: | ………………………. |
| Represented by: | ………………………. |
| Bank details and current account number which is published in the register of VAT payers administered by the Ministry of Finance: | ………………………. |
| Contact person: | ………………………. |
| Email address for electronic communication: | ………………………. |

(hereinafter referred to only as the “**Contractor**”)

(the Client and the Contractor hereinafter referred to collectively only as the “**Contracting Parties**”, or individually as “**Contracting Party**”

**WHEREAS:**

1. The Client is interested in complete turnkey delivery and installation of photovoltaic systems without accumulation for own consumption at stores operated by Lidl Česká republika v.o.s. - 31 branchesand provision of the related services (in particular, provision of full service for the delivered photovoltaic systems) and for this purpose, it announced a Call for Tenders;
2. The Contractor is a reputable company with many years of experience in the field of delivery, maintenance and servicing of photovoltaic systems and participated in the Call for Tenders, within the framework of which it submitted a Tender;
3. The Client selected the Tender as the winning Tender in the Call for Tenders and has confidence in the Contractor’s professional ability to perform the Work duly and on time and, in particular, with due professional care;

**THE CONTRACTING PARTIES HAVE AGREED AS FOLLOWS:**

1. Introductory provisions
   1. Definitions
      1. Unless otherwise explicitly determined in a particular case or unless the context requires otherwise, the following capitalised terms used in this Contract (including its header and preamble) shall be attributed the following meanings:

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| "**Building**” or **“Retail Unit**” | shall be understood to mean each individual building located on the plots of land registered on:   * Title Deed 4832 in the cadastral district of Hlučín, Hlučín branch, * Title Deed 124 in the cadastral district of Klatovy, Klatovy branch, * Title Deed 3804 in the cadastral district of Rohlice u Liberce, Liberec branch, Vratislavická, * Title Deed 4036 in the cadastral district of Třebovice ve Slezku, Ostrava branch, Sjízdná, * Title Deed 2871 in the cadastral district of Mnichovo Hradiště, Mnichovo Hradiště branch, * Title Deed 12303 in the cadastral district of Pardubice, Pardubice branch, Hůrka, * Title Deed 12574 in the cadastral district of Prostějov, Prostějov branch, Újezd, * Title Deed 13127 in the cadastral district of Kroměříž, Kroměříž branch, * Title Deed 2053 in the cadastral district of Sviadnov, Sviadnov branch, * Title Deed 3156 in the cadastral district of Moravská Ostrava, Ostrava branch, U Stadiónu, * Title Deed 3127 in the cadastral district of Valašské Klobouky, Valašské Klobouky branch, * Title Deed 2791 in the cadastral district of Bučovice, Bučovice branch, * Title Deed 6199 in the cadastral district of Vyškov, Vyškov branch, * Title Deed 12574 in the cadastral district of Prostějov, Prostějov branch, Anenská, * Title Deed 4796 in the cadastral district of Slavkov u Brna, Slavkov u Brna branch, * Title Deed 7743 in the cadastral district of Líšeň, Brno branch, Trnkova * Title Deed 3714 in the cadastral district of Rybáře, Karlovy Vary branch, Dolní Kamenná * Title Deed 182 in the cadastral district of Zábřeh nad Odrou, Ostrava branch, Jugoslávská * Title Deed 4605 in the cadastral district of Čtyřicet Lánů, Svitavy branch, U Tří mostů * Title Deed 3507 in the cadastral district of Unhošť, Unhošť branch * Title Deed 50885 in the cadastral district of Trnova, Pardubice branch, Poděbradská * Title Deed 12303 in the cadastral district of Pardubice, Pardubice branch, Palackého třída * Title Deed 24213 in the cadastral district of Slezké Předměstí, Hradec Králové branch, Víta Nejedlého * Title Deed 2151 in the cadastral district of Horoměřice, Horoměřice branch * Title Deed 4662 in the cadastral district of Lobeček, Kralupy nad Vltavou branch * Title Deed 9809 in the cadastral district of Karviná-město, Karviná branch, Sportovní * Title Deed 41862 in the cadastral district of Rozdělov, Kladno branch, Smečenská * Title Deed 3894 in the cadastral district of Dobruška, Dobruška branch * Title Deed 341 in the cadastral district of Trnitá, Brno branch, Dornych * Title Deed 5929 in the cadastral district of Bohunice, Brno branch, Pod Nemocnicí   and   * Title Deed 159 in the cadastral district of Malá Chuchle, Prague 5 branch, Strakonická, on which the Client’s stores are located and operated; |
| “**Price**” | shall be understood to mean the contractual and final price for the entire duly performed Work in accordance with Article hereof; |
| "**Date of Handover of the Work**” | shall be understood to mean the moment at which the Contractor hands over the duly performed Work on the respective Building to the Client and the Client accepts the duly performed Work on the respective Building with a record of handover being drawn up; |
| "**Date of Handover of the Construction Site**” | shall be understood to mean the moment at which the Client hands over the Construction Site to the Contractor and the Contractor accepts the Construction Site from the Client; |
| “**Work**” | shall be understood to mean the complete delivery and installation of a new, unused photovoltaic power plant system without accumulation for own consumption according to the specifications set out in the Project Documentation for the respective Building, i.e. store operated by Lidl Česká Republika v.o.s., including the provision of related activities as specified in Article 2 hereof; |
| “**VAT**” | shall be understood to mean value added tax in the amount determined by the valid legislation; |
| “**Schedule for Performance of the Work”** | shall be understood to mean the schedule for performance of the Work, which is contained in Appendix No. 5 hereto; |
| “**Tender**” | shall be understood to mean the Contractor’s tender submitted within the framework of the Call for Tenders; |
| “**Civil Code”** | shall be understood to mean Act No. 89/2012, the Civil Code, as amended; |
| “**Insurance**” | shall be understood to mean insurance taken out by the Contractor, namely:   1. insurance covering the Contractor’s liability for damages caused in connection with performance of the Contractor’s commercial activities with minimum indemnification equal to the Price of the Work, and 2. insurance covering structural installation for the event of creation of any damage to the Work, the Plot of Land and/or the Building, including its existing technical equipment and/or goods located in the Building, with minimum indemnification amounting to CZK 5 million, whereas the Client shall, for the purposes of this insurance, act as the investor and shall be the beneficiary of any indemnification or indemnification will be blocked in favour of the Client;   whereas a copy of the insurance policy / or certificate of insurance issued by the insurance company for the Contractor constitutes Appendix No. 9 hereto; |
| “**Plot of Land**” | shall be understood to mean each individual plot of land on which a Building is located or on which the Work is performed, including other plots of land and other properties owned by the Client adjacent to the Building; |
| “**Project Documentation**” | shall be understood to mean the project documentation for the Work drawn up by ENERFIS s.r.o., with registered office at Drtinova 557/10, Prague 5, Company ID No.: 24160202, which was handed over to the Contractor by the Client within the framework of the Call for Tenders; |
| “**Record of Handover of the Work**” | shall be understood to mean a written handover report to be drawn up and signed by the Contracting Parties at the moment of handover of the Work by the Contractor to the Client and a binding specimen of which is constituted by Appendix No. 3 hereto; |
| “**Record of Handover of the Construction Site**” | shall be understood to mean a written report on handover of the Construction Site to the Contractor, which will be drawn up and signed by the Contracting Parties on the Date of Handover of the Construction Site and a binding specimen of which is constituted by Appendix No. 4 hereto; |
| “**First Bank Guarantee**” | shall be understood to mean the original of a valid and effective bank guarantee, a specimen of which is constituted by Appendix No. 8 hereto, and which shall be:   * issued by a bank approved in advance by the Client; * issued in the amount of at least 5% of the Price of the Work; * issued in such a way that the Client can still draw on it for one (1) month after expiry of the Warranty for the Work in relation to the last completed Work; * issued as a so-called bank guarantee “payable on first demand and with no objections” i.e. issued in such a way that the bank will be obliged to provide the Client funds from this bank guarantee subject to demand by the Client, without being entitled to examine the legal title or legitimacy of such a demand, |
| “**Performance Bank Guarantee**” | shall be understood to mean the original of a valid and effective bank guarantee, a specimen of which is constituted by Appendix No. 8 hereto, and which shall be:   * issued by a bank approved in advance by the Client; * issued for an amount of at least 10% of the Price of the Work; * issued in such a way that the Client can still draw on it for one (1) month after the Date of Handover of the Work in relation to the last completed Work, unless the First Bank Guarantee is delivered to it in the meanwhile, although not before the Date of Handover of the Work in relation to the last completed Work; * issued as a so-called bank guarantee “payable on first demand and with no objections” i.e. issued in such a way that the bank will be obliged to provide the Client funds from this bank guarantee subject to demand by the Client, without being entitled to examine the legal title or legitimacy of such a demand; |
| **“Register of VAT Payers”** | shall be understood to mean the public register of selected  data on entities registered in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, which is managed by the Ministry of Finance of the Czech Republic via the tax offices, and which can be accessed remotely by the general public; |
| **“Decision”** | shall be attributed the meaning set out in Article 2.3.7 hereof; |
| “**Contract**” | shall be understood to mean this contract drawn up in this document, including all of its appendices and any possible amendments hereto; |
| “**Construction Site**” | shall be understood to mean the space, including the respective part of the Plot of Land and/or Building for performance of the Work; |
| “**Building Permit**” | shall individually be understood to mean each building permit issued by the respective building authority for the implementation of the Work; |
| “**Call for Tenders”** | shall be understood to mean the Call for Tenders organised by the Client on the basis of the Tender Dossier for awarding the supply contract entitled “Construction of PV power plants at stores operated by Lidl Czech Republic v.o.s. - 31 branches”; |
| “**Force Majeure**” | shall, for the purposes of this Contract, be understood to mean any unexpected event which is independent of the will of the Contracting Party claiming force majeure, in particular floods, fire, natural disasters, strikes, war, air disasters, epidemics or pandemics, as well as amendments to the legislation which could affect performance of the Work. For the purposes of this Contract, force majeure shall not be understood to include, in particular, any obstacle arising from the personal circumstances of the Contracting Party, including any change in the economic situation of the Contracting Party (insolvency, etc.), any change in the construction market, any obstacle which occurred at a time when the Contracting Party claiming force majeure was in delay with meeting of its contractually agreed obligation, or any obstacle which the Contracting Party was obliged to overcome in accordance with the provisions hereof; |
| “**Tender Dossier**” | shall be understood to mean the tender dossier for the Call for Tenders; |
| “**Act on VAT**” | Act No. 235/2004 Coll., on Value Added Tax, as amended; |
| “**Warranty for the Work**” | shall be attributed the meaning set out in Article hereof. |

* 1. Interpretation and references
     1. Unless explicitly stated otherwise, references contained in this Contract to headings, the preamble, provisions, articles, paragraphs and appendices shall be understood to mean the headings, preamble, provisions, articles, paragraphs hereof and appendices hereto.
     2. All references to persons in this Contract shall be deemed to include references to legal persons unless the context otherwise requires.

1. Subject of the Contract, specification of the Work and conditions for implementation of the Work
   1. Subject of the Contract
      1. The Contractor undertakes, on the basis of this Contract, to perform the Work for the Client at its own cost and risk in relation to all fifteen (15) Retail Units and the Client undertakes to accept the duly performed Work from the Contractor and to pay the Contractor the Price for the duly executed Work, all of this subject to the terms and conditions set out in this Contract.
      2. The Contractor also undertakes to provide the Client complete servicing, inspection, maintenance, monitoring, thermography and cleaning of the Work from the Date of Handover of the Work. The description of these activities is governed by the separate Appendix No. 13 hereto. The flat-rate consideration for this activity is specified in Appendix No. 12 hereto.
   2. Specification of the Work
      1. A detailed description of the Work and its detailed specification are contained in (i) the Tender Dossier, (ii) the Project Documentation, (iii) Appendix No. 7 hereto, which contains in particular a description of the technical parameters of the Work, and (iv) Appendix No. 6 hereto, which contains the performance and/or work which the Contractor is obliged to perform as part of the Work. If the Contractor ascertains any conflict between the Tender Dossier, the Project Documentation, Appendix No. 7 hereto and/or Appendix No. 6 hereto, it shall be obliged to inform the Client without delay and to proceed in accordance with the Tender Dossier unless otherwise instructed by the Client.
      2. The Work includes turnkey delivery of photovoltaic panels, inverters, frames, wiring materials, monitoring, a data logger, electrical installation and installation work.
      3. The Work also includes provision of engineering activities by the Contractor to the Client in relation to implementation of the Work. In relation to this, the Contractor undertakes to arrange the following matters for the Client (i.e. to perform the legal acts necessary to arrange the following matters on behalf of the Client):
         1. within the framework of preparation of the Work, to examine relationships to the local conditions and discuss the plan with all participants in construction proceedings, including the managers of the energy and infrastructure networks and owners of facilities and properties affected by the Work;
         2. accounting documents, which must be marked by the Contractor with the application number assigned by the Agenda Information System of the State Environmental Fund of the Czech Republic (AIS SFŽP ČR), in order to ensure that it is possible to unambiguously identify the project and Work to which the accounting documents relate; the accounting documents must always relate only to the given project and Building,
         3. procure all initial documentation,
         4. the final opinion of the professional technical supervisor in accordance with the binding specimen,
         5. procure as soon as possible a certificate of building approval indicating consent to use of the building or other public permit in legal force allowing use of the Work for the purpose agreed in this Contract; proof of permission to use the structure for permanent operation in accordance with Act No. 183/2006 Coll., on Town Planning and the Building Code (the Building Act), as amended (certificate of building approval, proof of the building authority having been contacted, or written consent that the building can be used). For projects where issuance of a certificate of building approval is not relevant, the applicant shall submit another relevant document (record) on commissioning of the equipment,
         6. proof of connection of the system to the distribution/transmission system - i.e. a record of the first parallel connection of the power plant (if relevant). Lidl Česká republika v.o.s. has concluded a preliminary contract on connection of the power plant with ČEZ Distribuce a.s. No. 21\_VN\_1010088346 for the Retail Unit Pardubice Hůrka, with EG.D a.s. No. 9001889653 for the Retail Unit Valašské Klobouky, with ČEZ Distribuce a.s. No. 21\_VN\_1010078193 for the Retail Unit Hlučín, with ČEZ Distribuce a.s. No. 21\_VN\_1010106558 for the Retail Unit Klatovy, with ČEZ Distribuce a.s. 21\_VN\_1010085423 for the Retail Unit Liberec, Vratislavická, with ČEZ Distribuce a.s. No. 21\_VN\_1010081691 for the Retail Unit Ostrava, Sjízdná, with ČEZ Distribuce a.s. No. 21\_VN\_1010106392 for the Retail Unit Mnichovo Hradiště, with EG.D a.s. No. 9001889618 for the Retail Unit Prostějov, Újezd , with EG.D a.s. No. 9001889652 for the Retail Unit Kroměříž, with ČEZ Distribuce a.s. No. 21\_VN\_1010085074 for the Retail Unit Sviadnov, with ČEZ Distribuce a.s. No. 21\_VN\_1010082842 for the Retail Unit Ostrava, U Stadionu, with EG.D a.s. No. 9001889603 for the Retail Unit Bučovice, with EG.D a.s. No. 9001889643 for the Retail Unit Vyškov, with EG.D a.s. No. 9001889608 for the Retail Unit Prostějov, Anenská, with EG.D a.s. No. 9001889634 for the Retail Unit Slavkov u Brna, with Energzet, a.s. No. 1007 for the Retail Unit Brno, Trnkova, with ČEZ Distribuce a.s. No. 21\_VN\_1010090566 for the Retail Unit Karlovy Vary, Dolní Kamenná, with ČEZ Distribuce a.s. No. 21\_VN\_1010081748 for the Retail Unit Ostrava Jugoslávská, with ČEZ Distribuce a.s. No. 21\_VN\_10100103813 for the Retail Unit Svitavy, U Tří mostů, with ČEZ LDS s.r.o. No. 32454\_PRI\_002923\_0582 for the Retail Unit Unhošt', with ČEZ LDS s.r.o. No. 32454\_PRI\_002923\_0592 for the Retail Unit Pardubice, Poděbradská, with ČEZ Distribuce a.s. No. 21\_VN\_1010088356 for the Retail Unit Pardubice, Palackého, with ČEZ Distribuce a.s. No. 21\_VN\_1010091036 for the Retail Unit Hradec Králové, Víta Nejedlého, with ČEZ Distribuce a.s. No. 21\_VN\_1010100801 for the Retail Unit Horoměřice, with ČEZ Distribuce a.s. No. 21\_VN\_1010106031 for the Retail Unit Kralupy nad Vltavou, with ČEZ Distribuce a.s. No. 21\_VN\_1010085080 for the Retail Unit Karvinná, Sportovní, with ČEZ Distribuce a.s. No. 21\_VN\_1010105432 for the Retail Unit Kladno, Smečenská, with ČEZ Distribuce a.s. No. 21\_VN\_1010107610 for the Retail Unit Dobruška , with EG.D a.s. No. 9001889540 for the Retail Unit Brno, Dornych, with EG.D a.s. No. 9001889598 for the Retail Unit Brno, Pod Nemocnicí and with PRE Distribuce a.s. No. 8892108793 for the Retail Unit Prague 5, Strakonická.
   3. Conditions for implementation of the Work
      1. The Contractor shall be obliged to perform this Contract with due professional care in accordance with the applicable legislation, technical standards, the Tender Dossier and the Project Documentation, in the quality specified therein, otherwise in the usual quality, to the extent and in accordance with the technological procedures specified in Appendix No. 7 hereto. The Contractor shall be obliged to perform the Contract in accordance with the generally accepted technical rules, guidelines and instructions of the relevant manufacturers in such a way as to ensure the full operability of the Work and to avoid any breach of any warranty conditions of the manufacturers of the respective equipment. The Contractor shall also be obliged to ensure that implementation of the Work and the Work itself meet the requirements set out in Appendix No. 7A hereto (Description of photovoltaic performance).
      2. The Contractor shall be obliged to comply with the rules for occupational health and safety as determined by the Client in Appendix No. 10 to this Contract.
      3. The Contracting Parties have agreed that the Client shall already be the owner of the implemented Work, or its individual parts, at the moment of creation of the Work, or processing and/or installation of its individual parts (within the meaning of components and other materials).
      4. The Contracting Parties have agreed that risk of damage to the implemented Work and risk of destruction of the Building or goods stored in the Building shall be borne by the Contractor from the Date of Handover of the Construction Site until the Date of Handover of the Work. Any accidental damage or destruction of the Work until the moment of its handover to the Client with a record of handover being drawn up (including cases of force majeure or damage by a third party) shall therefore be the responsibility of the Contractor.
      5. The Contractor shall be obliged to enable performance of technical supervision by the Client, authorial supervision by the designer and performance of the activities of the OHS coordinator, if required by legal regulations or requested by the Client. Technical supervision shall be performed by the Client or a third party authorised by the Client, who must not in any way be connected with the Contractor.
      6. The Contractor acknowledges that the Client plans to co-finance performance of the Work using public funds in the form of a grant. The Contractor, in its capacity as the winner of the Call for Tenders will therefore become a party which is obliged to cooperate in the performance of financial control pursuant to Section 2(e) of Act No. 320/2001 Coll. on Financial Control, as amended, in particular in providing information and documents relating to implementation of the Work to the relevant control authorities. The Contractor undertakes to meet all obligations arising therefrom free of charge, duly and in good time.
      7. The Contractor acknowledges that timely implementation of the Work and compliance with the technical parameters of the Work is of crucial importance to the Client, in part due to the fact that compliance with the specified technical parameters and other conditions set out in the decision on provision of the grant, which constitutes Appendix No. 19 hereto (hereinafter referred to only as the “**Decision**”), is a condition for the Client being able to draw on such a grant. The Contractor undertakes to implement the Work on time and to comply with the technical parameters of the Work and other conditions set out in the Decision. In the event that the respective grant for the Client is reduced or not granted due to delayed implementation of the Work or non-compliance with the specified technical parameters of the Work or any other reasons caused by the Contractor, the Contractor shall be obliged to compensate the Client for any damage incurred, which shall include the amount corresponding to the reduced amount of the grant or grant which was not granted and the proportionate part of the Client’s expenses in relation to the grant application.
      8. The Contracting Parties hereby rule out the applicability of the following provisions of the Civil Code: Sections 1740(3), 1748, 1749, 1765, 1766, 2594(3) second sentence, 2595, 2611, 2620(2), and 2629.
      9. The Contractor undertakes to indemnify the Client against claims of third parties which are asserted against the Client in relation to the Work and its components.
      10. The Client shall provide the Contractor all necessary cooperation to equip the Construction Site, in particular to provide free of charge space for location of the temporary equipment at the Construction Site. The Contractor undertakes to equip the Construction Site with all necessary equipment. The Contractor shall arrange for transportation and storage of machinery, equipment or frames, assembly materials, all building materials and parts, materials and products and their transfer from the warehouse to the Construction Site at its own expense.
      11. Prior to handing over the Construction Site, the Contractor shall submit a plan of the Construction Site and Construction Site equipment to the Client for approval. The Client's approval according to the preceding sentence shall not relieve the Contractor of liability. The Contractor shall be obliged to ensure cleanliness around the Construction Site, disposal of waste and minimisation of emissions of any kind from the Construction Site.
      12. The Contractor shall submit to the Client for approval a detailed technological plan for implementation of the Work immediately after conclusion of this Contract. The Client's approval according to the preceding sentence shall not relieve the Contractor of liability.
      13. The Contractor shall designate in writing the appropriate employees for performance of each item of work under or in connection with this Contract and shall provide a list of the respective employees to the Client subject to its request.
      14. Work on the Work may only be performed by an employee of the Contractor who is medically fit, duly trained and tested in the regulations for work at heights, also familiar with the technological procedure which has been drawn up and authorised in writing by their supervisor for this work.
      15. When using a naked flame or during work where there is a risk of fire, the Contractor must seek written permission from the Client, set up a fire safety point and ensure supervision of the workplace after work has finished.
      16. Waste which is generated shall be disposed of by the Contractor in accordance with legislation and proof of waste disposal shall be provided to the Client if the Client so requests.
      17. The Contractor shall be obliged to perform the Work in accordance with the Client’s instructions and in accordance with the purpose which is supposed to be achieved. The Contractor is obliged to act in accordance with the interests of the Client arising in particular from this Contract as well as with other interests of the Client which are known to the Contractor or with which the Contractor becomes acquainted during the term of this Contract. The Contractor may deviate from the Client’s instructions and requirements set out in this Contract only with the prior written consent of the Client; this is without prejudice to the Contractor’s obligation to evaluate the instructions given to it by the Client. If the Contractor ascertains that the Client’s instructions are inappropriate, impractical or incorrect or that they contravene the generally binding legislation, the Contractor shall be obliged to notify the Client of this without delay and to comply with such instructions only if the Client insists on them.
      18. The Contractor shall be obliged to comply with the generally binding legislation and conditions determined by the administrative authorities while providing performance under this Contract.
      19. The Contractor shall be obliged to notify the Client of all circumstances which it has ascertained during performance of this Contract and which may affect the continuation of the Client’s instructions or may cause change thereto, or which may affect performance of this Contract.
      20. The Contractor shall be obliged to inform the Client regularly, at least once every 14 days, about the progress of performance of this Contract and to provide the Client full information about the progress of performance of this Contract subject to request by the Client. The Contractor shall be obliged to cooperate constructively with the Client at any time and to actively and at its own liability seek to resolve any problems which arise.
      21. The Contractor shall be obliged to perform legal acts for the Client which are necessary and/or appropriate in order to procure engineering activities, this being on the basis of a written power of attorney issued by the Client. The Contractor may not assume any financial obligations on behalf of the Client without the prior written approval of the Client. If the granting of a special power of attorney is necessary for the performance of any activity while carrying out an order under this appendix, the Client shall grant such power of attorney on the basis of a duly substantiated request by the Contractor.
      22. The Contractor shall be obliged to perform the Work in person; the Contractor may entrust third parties with performance of the Work or parts thereof only with the prior written consent of the Client; however, the Contractor’s liability towards the Client shall remain unaffected by this. The Contractor shall be obliged to deliver to the Client without delay, although no later than within three (3) working days, a copy of the document on the basis of which the Contractor has authorised a third party to perform any legal act or action regarding the subject of performance of this Contract.
      23. If the Contractor, with the Client's consent, performs this Contract (even if only in part) via a third party commissioned by the Contractor, the Contractor undertakes (i) to promptly inform the Client of such authorisation and its scope, (ii) to ensure, that the activities within the scope of the authorisation are carried out only by a person duly authorised for the particular activities in accordance with the applicable legislation and technical regulations and meeting the qualification requirements to the extent required in the Call for Tenders, (iii) to ensure that such a person is bound by confidentiality and other obligations under the Contract (including compliance with the Client’s Code of Ethics) at least to the extent as set out in this Contract. The involvement of a third party according to the previous sentence shall only be possible with the written consent of the Client, which shall not be unreasonably withheld. The liability of the Contractor shall not be affected in any way by the involvement of a third party.
      24. While performing this Contract, the Contractor undertakes to proceed at all times in such a way as to protect the Client’s good name and protect its legitimate interests.
      25. The Client shall be entitled to inspect the Contractor’s contractual performance at any time using authorised employees or experts. The Contractor shall be obliged to provide the Client, or persons designated by the Client, all necessary assistance during performance of any such inspection.
      26. The Contractor represents and warrants that it holds the relevant public permits which fully authorise the Contractor to provide performance under this Contract and that no items of legislation prevent it from entering into this Contract and providing performance hereunder. Subject to request, the Contractor shall be obliged at any time to allow the Client to inspect the respective permits for provision of performance, in particular all trade licences and authorisations.
      27. The Client may request that all documentation collected by the Contractor in connection with performance of this Contract be handed over to the Client.
      28. The Contractor shall be obliged to hand over to the Client the documentary part of the Work in accordance with the legislation and ČSN technical standards. These in particular include certificates, declarations of conformity, instructions in Czech, inspection and warranty certificates.
      29. The Contractor shall be obliged to keep and archive documentation relating to performance of this Contract for the Client.
      30. The Contractor acknowledges that the Client’s Building in which the Work is to be performed is under the surveillance of a CCTV system and the Contractor’s employees may therefore be recorded. The Contractor undertakes to ensure that its employees consent to the processing of personal data according to the previous sentence.
2. Performance of the Work
   1. Schedule for Performance of theWork
      1. The Contracting Parties have agreed that the Contractor shall perform the Work in accordance with the Schedule for Performance of the Work (Appendix No. 5 hereto), which it is obliged to comply with. The Client shall send the Contractor written call to commence implementation of the respective item of the Work (respective store). Individual partial calls for commencement of implementation of the respective item of the Work (the respective store) will be sent by the Client in turn depending on completion of preparations for the readiness for construction of the respective stores and with regard to the required completion deadline for the entire Work (29 February 2024).
      2. Unless the applicable legislation imposes the obligation on the Contractor to already perform the respective tests of the Work and/or its individual parts during implementation of the Work, the Contractor shall be obliged to perform these tests no later than before the Date of Handover of the Work.
      3. The Contractor undertakes to keep a site diary from the Date of Handover of the Construction Site until the Date of Handover of the Work regarding the progress of the Work, which shall include, in particular, records of site progress meetings, changes to the Work, agreed additional work and cancelled work, etc., in accordance with the relevant legislation, in particular Act No. 183/2006 Coll., as amended, and Decree No. 499/2006 Coll., as amended.
      4. If Force Majeure circumstances arise in relation to the Client or the Contractor which adversely affect due performance of the Work in accordance with this Contract, the Client shall be entitled to suspend performance of the Work for up to three (3) months subject to sending of written notice to the Contractor. The Contractor shall be obliged to resume performance of the Work within seven (7) days of receipt of notification by the Client of resumption of performance of the Work sent to the Contractor. The dates specified in the Schedule for Performance of the Work shall be postponed by the period of interruption of the Work (including the period for resumption of the Work pursuant to the preceding sentence). The Contractor shall not be entitled to claim compensation from the Client for additional costs which the Contractor may incur in connection with interruption of the Work.
      5. A Contracting Party shall be entitled to invoke the Force Majeure provision hereof only if it has notified the other Contracting Party of the existence of the Force Majeure circumstances within 3 days after it knew or could have known of the existence of the Force Majeure circumstances.
   2. Inspection of performance of the Work
      1. The Contracting Parties have agreed that the Client shall be entitled to perform any inspection of progress of the Work at any time during performance of the Work and the Contractor shall be obliged to provide the Client all requested information and all necessary cooperation for this purpose. The Client’s representative in technical matters shall be entitled to inspect performance of the Work at any time, including inspection of the relevant construction documentation (i.e. in particular the site diary, etc.) and shall be entitled to give instructions to the Contractor. The Contractor shall be obliged to allow the Client to inspect and consult the relevant documentation on performance of the Work at any time. The Contractor shall be obliged, subject to request by the Client, to cooperate with the OHS coordinator and the person performing technical supervision on behalf of the investor, authorised by the Client.
      2. If the Client ascertains, during an inspection which is performed pursuant to this Contract, that the Contractor is in material breach of any of the provisions hereof and/or that due performance of the Work may be seriously jeopardised by the Contractor’s conduct, the Client shall be entitled to call upon the Contractor to remedy the matter within a reasonable period of time and, if remedy is not arranged, to withdraw from this Contract. However, the Client shall not be obliged to remind the Contractor to meet the deadlines set out in the Schedule for Performance of the Work.
      3. In the event that the Contractor finds itself in delay with even a single deadline for performance of the Work and/or is in delay with remedying of duly or timely ascertained defects and/or unfinished work on the Work or defects objected to under the Warranty for the Work, the Client shall be entitled, even without prior notice, to have the respective part of the Work, performance of which the Contractor is in delay with, performed or to have the defect and/or unfinished work on the Work or the defect objected to under the warranty, remedying of which the Contractor is in delay with, remedied by a third party at the Contractor’s expense.
3. Price and due date
   1. Price
      1. The Contracting Parties have agreed that the Client shall pay the Contractor for all duly performed Work (i.e. Work in relation to all 15 Retail Units) a total price in the sum total of CZK [..................] (in words: [.................................] Czech crowns) excluding VAT (hereinafter referred to only as the “**Price**”). The Price shall be increased by VAT pursuant to the valid and effective legislation.
      2. Appendix No. 12 hereto contains a price breakdown of the items of Work.
      3. The Contracting Parties have agreed that the Price is the final price and shall not be increased (except for any VAT pursuant to Article 4.1.1), even if during the course of the Work the Contractor ascertains that additional work and/or performance is required or the Work requires other efforts and/or costs not originally anticipated. The Price shall include all costs necessary for the due, complete and high-quality performance of this Contract, including all risks and influences relating to performance of this Contract. The Price also includes the cost of Insurance, the Warranty for the Work, taxes, duties, fees, effects of inflation and any other expenses necessary for performance of the Work. The Contractor assumes all risks of change of circumstances during performance of the Work.
      4. The Price contains and includes all engineering activities.
      5. For the avoidance of doubt, the Contracting Parties explicitly declare that the Price shall also include remuneration for any performance and/or work specified in Appendix No. 6 hereto.
      6. For the avoidance of doubt, the Contracting Parties explicitly declare that all clerical, administrative and other fees associated with performance of the Work or with ensuring of the activities necessary for implementation of the Work shall be borne by the Contractor without any entitlement to compensation on the part of the Client. The agreed Price includes all actions which are necessary for the complete and due performance of the Work, and the agreed Price also includes all incidental costs incurred by the Contractor during performance of the Work. Any subsequently ascertained partial errors or mistakes in the calculation of the Price shall not establish entitlement on the part of the Contractor to change the agreed Price.
      7. Appendix No. 12 hereto also determines the Contractor’s flat-rate fee for duly provided complete and full service, inspection, repair, maintenance, monitoring, thermography and cleaning of the Work from the Date of Handover of the Work which is not covered by the Warranty for the Work, including specification of the Contractor’s hourly rate for activities not covered by this flat-rate fee.
      8. The Contracting Parties agree that the Contractor shall not be entitled to demand any advance payment for its performance.
      9. The Contractor declares that it meets all of its tax and other payment obligations towards the state administration authorities in a due and timely manner, that it has no tax or other arrears towards the state administration authorities, and undertakes to meet all of its tax and payment obligations towards the state administration authorities in a due and timely manner in the future.
      10. The Contracting Parties have agreed that any additional or cancelled work agreed by the Contracting Parties under this Contract and evidenced by individual change sheets shall be valued on the basis of the itemised prices set out in Appendix No. 12 hereto. In the event that any item is not included in Appendix No. 12 hereto, it shall be valued by means of agreement by and between the Contracting Parties, and if agreement is not reached by the Contracting Parties on valuation of such an item, then at the price customary in the construction industry. The Contractor shall invoice the Client for all additional and cancelled work relating to implementation of the Work within 5 calendar days from the Date of Handover of the Work by means of the respective corrective tax document (in the case of non-payers of VAT, by means of a debit note/credit note). The Contracting Party concerned shall pay the additional or cancelled work so billed to the other Contracting Party within thirty (30) calendar days of receipt of the corrective tax document (in the case of non-payers of VAT, the debit note/credit note) by cashless transfer to the bank account of the respective Contracting Party specified in the header of this Contract, but not before the Contractor has remedied any and all defects and performed any and all unfinished work on the Work as recorded in the Record of Handover of the Work. The Client shall explicitly be entitled to set off any invoiced additional or cancelled work against the Contractor’s receivables owed by the Client under this Contract.
   2. Due date of the Price
      1. The Contracting Parties have agreed that the Client shall pay the Contractor the Price in instalments. The Client shall always pay the individual parts of the Price to the Contractor:
4. upon completion of the respective Work, this being in accordance with the individual payments specified in the “Payment Schedule" column of the Schedule for Performance of the Work; and
5. on the basis of invoices issued by the Contractor and delivered to the Client within the deadlines and subject to the conditions specified in the column “Conditions for issuing and delivering invoices” in the Schedule for Performance of the Work.
   * 1. The Contracting Parties have agreed that the due date of all invoices issued under this Contract shall be thirty (30) calendar days from the moment of their delivery to the Client. Each invoice shall contain all the particulars required of a tax document as required by the applicable legislation, otherwise it will be returned by the Client to the Contractor for reworking. In this case, the Contractor shall be obliged to issue a new invoice with a new due date. The original invoice has no legal effect against the Client.
     2. The Contracting Parties have also agreed that the Price or individual parts of the Price shall be paid by the Client to the Contractor by cashless transfer to the Contractor’s bank account specified in the header of this Contract, whereas the Contracting Parties agree that each Contracting Party shall bear the bank charges of its bank. The date of settlement shall be considered to be the moment of debiting the funds from the Client’s bank account.
     3. All payments under this Contract shall be made on the basis of a written document (invoice), for VAT payers on the basis of a tax document issued in accordance with the relevant legislation.
6. Handover and acceptance of the Work
   1. Dade of handover and acceptance of the Work
      1. The Contracting Parties have agreed that the completed Work shall be handed over by the Contractor to the Client with a record of this drawn up, at the time and date proposed by the Contractor in its call for the Client to accept the Work, which must be delivered to the Client no later than five (5) calendar days before the proposed date of handover of the Work. The proposed date of handover and acceptance of the Work must be on a working day and within normal working hours (i.e. from 8:00 a.m. to 6:00 p.m.).
      2. In addition to the proposed date of handover and acceptance of the Work, the call for the Client to accept the Work must also include:
         1. information that all necessary consent and decisions have been obtained, including a list of them, indicating when they came into legal force or became effective if they will not come into legal force;
         2. copies or scans of all documents listed in Appendices No. 5 and No. 6 hereto;
         3. an initial inspection report;
         4. the results of all necessary tests;
         5. the original building approval or consent to use of the building;
         6. the original application for connection of the power plant and all necessary affirmative opinions of other participants or persons and authorities concerned;
      3. In the event that the date of handover and acceptance of the completed Work proposed by the Contractor in its call for the Client to accept the Work as set out in Article 5.1.1 hereof does not suit the Client, the Contractor shall be obliged to change the date of handover and acceptance of the Work according to the Client’s instructions.
      4. In the event that either of the Contracting Parties fails to attend on the date of handover and acceptance of the Work proposed or determined pursuant to Article 5.1.1 or 5.1.3 hereof, the Contracting Parties shall agree on an alternative date for handover and acceptance of the Work, which shall take place at the same time on the second (2nd) working day after the proposed or determined date for the handover and acceptance of the Work.
   2. Moment and process of handover and acceptance of the Work
      1. On the date of handover and acceptance of the completed Work, the Client shall inspect the Work, the result of which shall be recorded in the Record of Handover of the Work, which shall include any defects which were ascertained. The Record of Handover of the Work:
         1. shall distinguish between material and immaterial defects in the Work and
         2. shall be drawn up in two (2) counterparts, whereas each of the Contracting Parties shall receive one (1) counterpart.
      2. If the Record of Handover of the Work contains:
         1. any defect identified by the Client as material, the Work shall be deemed not to have been completed, not capable of being handed over to the Client and the Client has therefore not accepted the Work; or
         2. only defects identified by the Client as immaterial, the Client may decide whether or not to accept the Work as completed (in which case the Work shall be deemed not to have been completed); the Client shall indicate its decision in the Record of Handover of the Work; or
         3. the Client’s statement that the Work does not contain any defects, in which case the Client accepts the Work on the basis of the Record of Handover of the Work.
      3. The Client shall be entitled to refuse to accept the Work even due to minor immaterial defects, which in themselves or combined with others do not prevent use of the Work or limit its use in a fundamental manner.
      4. The Contractor shall be obliged to remedy defects detected during handover and acceptance of the Work and recorded in the Record of Handover of the Work at its own expense and risk without undue delay, otherwise within the deadlines specified in the Record of Handover of the Work.
      5. If the Client has not accepted the Work, the Contractor shall call on the Client to accept the Work again after the defects specified in the Record of Handover of the Work have been remedied, whereas the procedure shall be similar to that set out in Article 5.1 hereof.
      6. The Contracting Parties have agreed that the Contractor shall, together with the duly performed work Work, also hand over to the Client the original documents specified in this Contract.
      7. No later than together with the Record of Handover of the Work, the Contractor shall be obliged to hand over to the Client all documents, instructions and other necessary documents for the Work, including the results of the required tests.
      8. The Contractor shall be obliged to clear the Construction Site no later than the Date of Handover of the Work and to hand over the clean and tidy Construction Site to the Client. If the Contractor fails to clear and clean the Construction Site, the Client shall be entitled to have the Construction Site cleared and cleaned at the Contractor’s expense.
7. Insurance
   * 1. The Contractor shall take out the Insurance referred to in Article 1.1 hereof in the definition of Insurance under bullet (ii) and maintain its validity throughout the whole period of implementation of the Work, i.e. until the Date of Handover of the Work.
     2. The Contractor shall take out the Insurance referred to in Article 1.1 hereof in the definition of Insurance under bullet (i) and maintain its validity at least until expiry of the warranty period for the Work under this Contract.
     3. The Contractor shall be obliged to immediately notify the Client of any facts concerning the Insurance (change, termination, conclusion of new insurance).
     4. The Contractor shall be obliged to explicitly include its potential (sub)contractors in the liability insurance (cross liability). The Contractor shall also ensure that the insurance taken out by these subcontractors for this case is submitted. If the Contractor fails to do so, it shall be solely liable for any defects and damages caused by its subcontractors.
8. Declarations of Contracting Parties
   * 1. The Contractor declares that it has sufficient financial, material and human resources and expertise and experience to meet all of the obligations arising from it under this Contract.
     2. The Contractor declares that before signing this Contract:
        1. it received and thoroughly reviewed the Tender Dossier and has no objections or reservations regarding it;
        2. it received and thoroughly reviewed the Project Documentation and has no objections or reservations regarding it; and
        3. it thoroughly familiarised itself with the condition of the Plot of Land and the Building on the basis of the Project Documentation, Appendices No. 6 and No. 7 hereto and the documents submitted by the Client to the Contractor prior to conclusion of this Contract, and that it has performed all necessary surveys and tests for this purpose and declares that there is no obstacle on the Plot Land or the Building which would prevent or endanger due performance of the Work. Any possible costs incurred to bring the Plot of Land and/or the Building into the condition necessary for due performance of the Work shall be included in the Price.
     3. The Contractor declares that it shall be bound by the Tender until termination of this Contract.
     4. The Contractor also declares and explicitly undertakes that it will not arrange with any of its suppliers reservation of title to any goods or part of the Work supplied by such supplier in connection with implementation of the Work.
     5. The Client declares that it has sufficient financial resources to meet all of the obligations arising for it under this Contract.
     6. The Contractor declares that it is fully aware that implementation of the Work will be performed during operation of the Building and the Client’s operation located therein, and therefore undertakes to proceed during implementation of the Work in such a way as not to interfere with and restrict the operation of the Building and not to pollute the surroundings of the Building.
     7. The Contractor acknowledges the Client’s information on energy efficiency, which is set out in Appendix No. 11 hereto.
9. Warranty for the Work, Performance Bank Guarantee, First Bank Guarantee and retention
   1. Warranty for the Work
      1. The Contractor shall provide the Client a contractual warranty for the quality of the Work as a whole, including all its components, for a period of sixty (60) months from the Date of Handover of the Work , whereas (i) a warranty shall be provided for the network inverters for a period of ......... months from the Date of Handover of the Work *(to be added by the Participant on the basis of its Tender. The contracting authority requires that the length of the warranty period for the inverters in months is a minimum of 120 months and a maximum of 180 months from the Date of Handover of the Work)*, (ii) a warranty shall be provided guaranteeing the quality of the load-bearing structure of the Work lasting one hundred and twenty (120) months from the Date of Handover of the Work, and (iii) an extended warranty shall be provided guaranteeing the quality of the PV Panels themselves lasting ......... months from the Date of Handover of the Work *(to be added by the tenderer on the basis of its tender. The contracting authority requires that the length of the warranty period for* *the panels is a minimum of 300 months and a maximum of 360 months from the Date of Handover of the Work)* (hereinafter referred to collectively only as the as the “**Warranty for the Work”**). By providing this Warranty for the Work, the Contractor undertakes that the Work will exhibit characteristics fully compliant with the Contract, the Tender Dossier, the Project Documentation, the Building Permit and Appendix No. 7 hereto and all legislation and technical standards valid and effective in the Czech Republic which apply to performance of the Work and that the Work will be functional as a whole for the duration of the warranty period specified in the previous sentence.
      2. In the case of the Warranty for the Work, the warranty period shall begin separately on the Date of Handover of the Work. In the event that the Work exhibits from any defects or unfinished work, the warranty period in the case of the Warranty for the Work shall begin at the moment of remedying of these defects in accordance with Article 5.2 hereof.
      3. In the case of the Warranty for the Work, the warranty period shall not run if the Work or part thereof is not in operation due to a claimed defect until such defect is remedied. In the case of repaired or replaced parts of the Work, a new warranty period shall begin from the date of their handover to the Client.
      4. The Contractor also provides the Client a performance guarantee for the efficiency of the photovoltaic panels which are part of the Work, this being in such a manner that: (i) until the date of expiry of 1 year from the Date of Handover of the Work, the efficiency of the photovoltaic panels forming part of the Work shall be at least 98.0% of the nominal declared output of the photovoltaic panel, (ii) until the date of expiry of 10 years from the Date of Handover of the Work, the efficiency of the photovoltaic panels forming part of the Work shall be at least 90.0% of the nominal declared output of the photovoltaic panel, and (iii) until the date of expiry of ……… months from the Date of Handover of the Work, the efficiency of the photovoltaic panels forming part of the Work shall be at least 80% of the nominal declared output of the photovoltaic panel *(to be added by the tenderer on the basis of its tender. The Employer requires that the period of the performance guarantee is a minimum of 300 months and a maximum of 360 months from the Date of Handover of the Work)*. The provisions of Article and Article shall apply mutatis mutandis to the warranty under this Article 8.1.4 .
      5. In the event that at any time during the term of the warranty under Article 8.1.4 hereof, the efficiency of the photovoltaic panel does not reach the value as determined in Article 8.1.4 hereof, the Contractor shall be obliged to replace the photovoltaic panel without delay at its own expense subject to request by the Client, this being with a new photovoltaic panel meeting all of the parameters set out in this Contract. All of the provisions of this Contract, including provisions on the Warranty for the Work, shall apply to the newly delivered photovoltaic panel.
      6. The Contracting Parties agree that the Client shall be entitled at any time during the warranty period pursuant to Article 8.1.4 hereof to demand of the Contractor that it provide evidence that the efficiency of the photovoltaic panels meets the requirements as set out in Article 8.1.4 hereof.
      7. The Contractor shall be obliged to reimburse the Client for costs and damages incurred as a result of its defective performance.
   2. Performance Bank Guarantee
      1. For the purpose of securing all receivables of the Client under this Contract for the period from the Date of Handover of the Construction Site until the Date of Handover of the Work in relation to the last completed Work, the Contractor shall be obliged to deliver to the Client the original of the Performance Bank Guarantee within ten (10) calendar days of conclusion of this Contract.
      2. The Client shall be entitled to draw on the Performance Bank Guarantee for settlement of any of its receivables owed by the Contractor arising from and/or in connection with this Contract.
      3. In the event that all or part of the Performance Bank Guarantee is drawn on, the Contractor shall be obliged without to delay to top up the Performance Bank Guarantee to the original amount.
      4. In the event that the validity of the Performance Bank Guarantee expires prior to the Date of Handover of the Work, the Contractor shall deliver the original guarantee document of a new Performance Bank Guarantee to the Client no later than seven (7) working days prior to the expiry of such a Performance Bank Guarantee. In the event that the Contractor fails to deliver the original guarantee document of the new Performance Bank Guarantee to the Client within the aforementioned deadline, the Client shall be entitled to draw on the entire Performance Bank Guarantee still in force and to (i) retain the funds so drawn until the Contractor delivers the original guarantee document of the new Performance Bank Guarantee and/or (ii) use the funds in the manner specified in Article 8.2.3 hereof.
      5. If the Contractor fails to deliver the original guarantee document of the Performance Bank Guarantee to the Client within the deadline specified in Article 8.2.1 hereof, the Client shall be entitled to exercise right of retention on any part of the Price and to (i) withhold the funds so withheld until delivery of the original guarantee document of the Performance Bank Guarantee and/or the Date of Handover of the Work, whichever occurs earlier, and/or (ii) set off the funds so retained against any receivables it may have which are owed by the Contractor arising from and/or in connection with this Contract.
      6. If the Client has not received the original guarantee document of the Performance Bank Guarantee or the new Performance Bank Guarantee by the Date of Handover of the Work and the Client has for this reason withheld any (or some) of the Price within the meaning of Article 8.2.5. hereof or has drawn and withheld any (or all) of the funds from the Performance Bank Guarantee within the meaning of Article 8.2.5 hereof, the Client shall perform final accounting for the amount (or amounts) so withheld on the Date of Handover of the Work and pay the Contractor this withheld amount (or amounts), less any amount which may have been used for the set-off pursuant to Article 8.2.5 hereof, or in the manner specified in Article 8.2.2 hereof, this being by means of cashless transfer to the Contractor’s bank account specified in the header of this Contract within thirty (30) calendar days of the Date of Handover of the Work. The amount (or amounts) withheld shall not accrue interest and the Client shall be obliged to release it (them) to the Contractor at its (their) nominal value.
   3. First Bank Guarantee
      1. For the purpose of securing any receivables and claims of the Client arising from the Warranty for the Work, the Contractor shall deliver to the Client the original guarantee document of the First Bank Guarantee no later than the Date of Handover of the Work in relation to the last completed Work, or within fourteen (14) days of determination of the final amount of the Price after taking into account cancelled and additional work, if settlement of cancelled and additional works was not performed before the Date of Handover of the Work. The First Bank Guarantee shall serve to secure the Client’s receivables and claims arising from the Warranty for the Work in the amount of 5% of the total Price of the Work after taking into account cancelled and additional work for the entire work on the 31 Retail Units. The Contractor shall provide the Client a contractual warranty for the quality of the Work (hereinafter referred to as the “**Warranty for the Work**”) pursuant to Article 8.1.1 for a period of sixty (60) months from the Date of Handover of the entire Work, i.e. after completion and handover of the entire scope of the 31 Branches.
      2. The Client shall be entitled to draw on the First Bank Guarantee (a) for settlement of all its receivables owed by the Contractor and costs relating to the occurrence of defects in the Work during the period of the Warranty for the Work or relating to remedying of defects in the Work which (i) occurred during the period of the Warranty for the Work and (ii) were not remedied by the Contractor even within the period specified for their remedy in the notification given pursuant to Article 9.1.6 hereof and/or (b) for the purpose of set-off for settlement of any of its claims owed by the Contractor which may have arisen from and/or in connection with this Contract.
      3. In the event that all or part of the First Bank Guarantee is drawn on, the Contractor shall be obliged without to delay to top up the First Bank Guarantee to the original amount.
      4. In the event that the validity of the First Bank Guarantee expires prior to expiry of the Warranty for the Work, the Contractor shall deliver the original guarantee document of a new First Bank Guarantee to the Client no later than seven (7) working days prior to the expiry of such a First Bank Guarantee. In the event that the Contractor fails to deliver the original guarantee document of the new First Bank Guarantee to the Client within the aforementioned deadline, the Client shall be entitled to draw on the entire First Bank Guarantee still in force and to (i) retain the funds so drawn until the Contractor delivers the original guarantee document of the new First Bank Guarantee and/or (ii) use the funds in the manner specified in Article 8.3.2 hereof.
      5. If the Contractor fails to deliver the original guarantee document of the First Bank Guarantee to the Client within the deadline specified in Article hereof, the Client shall be entitled to exercise right of retention on any outstanding part of the Price up to the level of the First Bank Guarantee and to (i) withhold the funds so withheld until delivery of the original guarantee document of the First Bank Guarantee and/or expiry of the Warranty for the Work, whichever occurs earlier, and/or (ii) set off the funds so retained against any receivables it may have which are owed by the Contractor arising from and/or in connection with this Contract.
      6. In the event that by the date of expiry of the Warranty for the Work in relation to the last completed Work (i) the original First Bank Guarantee or a new First Bank Guarantee is not delivered to the Client and (ii) the Client has for that reason withheld any part (or parts) of the Price or drawn and withheld funds from the First Bank Guarantee, the Client shall perform final accounting for the amount (or amounts) so withheld on the date of expiry of the Warranty for the Work and at the same time pay the Contractor this withheld amount (or amounts), less any amount (or amounts) which may have been used for the set-off pursuant to Article hereof, or in the manner specified in Article hereof, this being by means of cashless transfer to the Contractor’s bank account specified in the header of this Contract within thirty (30) calendar days of the moment of expiry of the Warranty for the Work. The amount (or amounts) withheld shall not accrue interest and the Client shall be obliged to release it (them) to the Contractor at its (their) nominal value.
10. Defects in and faults to the Work
    * 1. A defect in the Work shall also be understood to mean any deviation from the Project Documentation, the Tender Dossier, the Building Permit, the Tender, the technical specification, the type or qualitative conditions of the Work or part thereof, as set out in this Contract and in particular in its Appendix No. 7, technical standards or the generally binding legislation. A defect in the Work shall also be deemed to be any obvious or hidden defects in the documents which the Work or part thereof exhibits at the time of its handover to the Client, as well as any defects which occur in the Work during the warranty period determined in Article 8.1.1 hereof. The Work must be of the agreed quality and workmanship, be fit for the contractually agreed purpose and retain the contractually agreed characteristics.
      2. The Contracting Parties have agreed that a material breach of this Contract, or a material defect of the Work, shall be deemed to include, inter alia, the occurrence of such a defect which substantially hinders or even prevents the use (operation) of the Work, the mass occurrence of defects in excess of 10 defects or the repeated occurrence of the same defect after repair of the Work.
      3. The Contracting Parties have agreed that they shall deem failure to perform tests, or unsuccessful performance of tests in accordance with Article hereof to be a material defect in the Work.
      4. The Contracting Parties have agreed that for the purposes of this Contract, unfinished work shall also be deemed to be defects in the Work.
      5. The Client shall be obliged to notify the Contractor without undue delay that a defect has occurred in the Work.
      6. The Contractor shall be obliged to remedy all defects in the Work at its own expense within the deadline specified in notification of occurrence of the defect. TheContractor shall be obliged to respond to any notification of a defect in the Work within 24 hours and to remedy all defects in the Work at its own expense within 72 hours of receipt of notification, with the exception of so-called urgent defects as set out in Article . If the Contractor fails to remedy the defect by the specified deadline, the Client shall be entitled to remedy the defect itself and/or using a third party and the Contractor shall be obliged to reimburse the Client in full for any and all costs incurred. The Client shall be entitled to request that the Contractor provide a reasonable discount on the Price instead of repairing defects in the Work using a third party.
      7. The Contracting Parties have agreed on the following procedure regarding the remedying/repair of so-called urgent defects in the Work. For the purposes of this Contract, an “urgent defect” in the Work shall be understood to mean any defect which, in the opinion of the Client, is of such a nature that failure to remedy it immediately would result in or is likely to result in damage (including loss of profit) to the operation of the Client’s store. In the event that such an urgent defect is discovered, the Client shall be obliged to notify the Contractor without delay and inform the Contractor that this concerns an urgent defect. The occurrence of an urgent defect should be documented by the Client (if possible), e.g. with photographs. The Contractor shall be obliged to report for removal of the urgent defect within 24 hours of the moment of notification of the urgent defect by the Client to the Contractor and to remedy this urgent defect within 48 hours of the moment of such notification. After expiry of the deadline according to the previous sentence, the Client shall be entitled to have the urgent defect remedied/repaired itself or by a third party at the Contractor’s expense.
      8. The Contractor shall be obliged to notify the Client of the dates for remedying of defects and faults at least one day in advance in the manner specified in the relevant notification of the occurrence of the defect.
11. Delivery
    * 1. The Contracting Parties have agreed that all communication between them shall be conducted by email without a guaranteed electronic signature (this does not apply to amendments and termination of the Contract) and/or in writing by registered letter sent to the registered office address of the respective Contracting Party specified in the header of this Contract. Refusal to accept a document shall be deemed to be delivery on the date of refusal to accept it. Letters sent by registered post shall be deemed to have been duly delivered at the moment of their actual delivery, but no later than on the third (3rd) calendar day following notification of their having been deposited at the post office. Each Contracting Party shall be obliged to notify the other Contracting Party without undue delay of any change to its postal address.
      2. For the purposes of this Contract, the Contracting Parties have agreed that only the email addresses listed in the header of this Contract shall be used for email communication without a guaranteed electronic signature. An email shall be deemed to have been duly delivered on the date on which it is sent by the respective Contracting Party. Each Contracting Party shall be obliged to notify the other Contracting Party without undue delay of any change to its email address.
12. Term of Contract
    1. Term of Contract
       1. This Contract is concluded for the duration of the obligations regulated for herein. The Contractor’s obligation under Article 2.1.2 hereof is arranged for a definite period of time until the expiry of ten (10) years from the Date of Handover of the Work which occurs in relation to the last completed Work. On expiry of the period specified in the preceding sentence, the obligation under Article 2.1.2 hereof shall be converted into an obligation for an indefinite period of time, which may be terminated by either Contracting Party in writing with a notice period of three (3) months starting on the first day of the calendar month following delivery of notice of termination to the other Contracting Party.
    2. Termination of the Contract
       1. This Contract may be terminated (i) by means of written agreement of the Contracting Parties or (ii) by either Contracting Party withdrawing from this Contract pursuant to Article 11.3 hereof.
    3. Withdrawal from the Contract
       1. The Contracting Parties have agreed that either Contracting Party may, in accordance with the rules set out in this Article 11.3, withdraw from this Contract, whereas this Contract shall be terminated at the moment of delivery of written notice of withdrawal to the other Contracting Party.
       2. Notice of withdrawal from this Contract muse contain a description of the breach of this Contract which establishes entitlement on the part of the respective Contracting Party to withdraw from this Contract.
       3. The Parties agree that the Client shall be entitled to withdraw from this Contract, other than on the statutory grounds for withdrawal, if:
          1. The Contractor fails to accept the Construction Site within one (1) week of the date determined in this Contract as the Date of Handover of the Construction Site; and/or
          2. The Contractor is in delay with performance of the Work in accordance with the Schedule for Performance of the Work and fails to remedy this delay even within an additional period of fifteen (15) calendar days from the moment of receipt of written call for it to do so by the Client, and/or
          3. The Contractor suspends performance of the Work, and/or
          4. The Contractor fails to comply with any of the obligations set out in Article 13.1 or in Article 13.2 hereof and fails to remedy the situation even within an additional period of fifteen (15) calendar days from the moment of receipt of written call be the Client that it do so, and/or
          5. The Client decides not to continue in implementation of the Work, and/or
          6. The Contractor has lost the Client’s confidence and there are reasonable doubts as to whether the Contractor will perform the Work duly and on time. Reasonable doubts as to the Contractor’s ability to perform the Work in a due and timely manner shall be deemed to include, for example, (i) the commencement of insolvency proceedings, the subject of which is resolution of the Contractor’s insolvency, or (ii) insufficient qualifications of staff involved in performance of the Work; and/or
          7. the Contractor becomes an unreliable taxpayer due to breach of its VAT administration obligations and this status is entered in the Register of VAT Payers; and/or
          8. The Client has reasonable grounds to suspect that other circumstances may arise establishing liability on the part of the recipient of taxable performance as set out in Section 109 of the Act on VAT; and/or
          9. force Majeure circumstances occur in relation to the Client or the Contractor which adversely affect due performance of the Work in accordance with this Contract and such circumstances last for a period of more than thirty (30) days.
       4. Withdrawal from the Contract shall not affect claims for compensation for damages, for payment of contractual penalties and punitive interest arising from breach of the Contract, or other provisions which, according to the expressed will of the Contracting Parties or due to their nature, should persist even after termination of the Contract (in particular rights and obligations under the Warranty for the Work and liability for defects in the Work).
       5. In the event that the Client withdraws from the Contract, the Contractor shall be entitled only to that part of the Price corresponding to that part of the Work already performed before the Client’s withdrawal from the Contract.
       6. The Contractor shall only be entitled to withdraw from this Contract on statutory grounds and in the event that interruption of performance of the Work on the basis of the Client’s request pursuant to Article 3.1.4 lasts for more than five (5) months.
13. Penalties
    1. Contractual penalties
       1. The Contracting Parties have agreed that if the Contractor breaches its obligations under Article and/or hereof, it shall be obliged to pay the Client a contractual penalty in the amount of CZK 100,000.00 for each individual breach of obligation.
       2. The Contracting Parties have agreed that if the Contractor breaches any of its obligations under Article 3.1.1 hereof, it shall be obliged to pay the Client a contractual penalty in the amount of 0.5% of the Price, i.e. CZK […] (in words: […] Czech crowns) for each day during which the breach of obligation occurred and/or such breach persisted.
       3. The Contracting Parties have agreed that if the Contractor breaches any of its obligations under Article , , , , and/or Article 13.2 hereof, it shall be obliged to pay the Client a contractual penalty in the amount of CZK 10,000.00 (in words: ten thousand Czech crowns) for each day during which the breach of obligation occurred and/or such breach persisted, or for each individual case of breach in the case of an obligation which exhibits the nature of a one-off obligation.
       4. The Contracting Parties have agreed that if the Contractor breaches any of its obligations under Articles , , and/or hereof, it shall be obliged to pay the Client a contractual penalty in the amount of CZK 30,000.00 (in words: thirty thousand Czech crowns) for each day during which the breach of obligation occurred and/or such breach persisted.
       5. TheContracting Parties have agreed that all contractual penalties under this Agreement shall be payable within three (3) calendar days of receipt of a written demand from the other Contracting Party, this being in a cashless manner to the bank account of the respective Contracting Party specified in theheader of this Contract.
       6. In the event of any delay in obtaining the decision on approval of the respective building caused by:
    2. the responsible representatives of the given building authority to which the application is made, or
    3. Force Majeure
    4. or on the basis of documentation provided to the Contractor by the Client, which the Contractor did not process and therefore could not influence its content,

the sanctions set out in Article 12 of the Contract shall not apply. The penalties in the Contract and the milestones in the Schedule for Performance of the Work (Appendix No. 5 to the Contract) shall therefore be extended by the period of the above-mentioned delays.

* 1. Punitive interest
     1. The Contracting Parties have agreed that in the event that either Contracting Party is in delay with payment of any monetary debt under this Contract, the other Contracting Party shall be entitled to punitive interest in the amount determined by the applicable legislation for each day of delay started.
  2. Compensation for damage
     1. The Contractor undertakes to compensate the Client for any damages incurred by the Client as a result of the Contractor’s breach of its obligations. A Contracting Party shall be exempt from the obligation to compensate the other Contracting Party for damages if it proves that it was prevented from meeting the respective obligation under this Contract by Force Majeure circumstances.
     2. The Contracting Parties have explicitly agreed that entitlement to payment of a contractual penalty shall not affect entitlement of the respective Contracting Party to meeting of the obligation, entitlement to compensation for damages in full or any entitlement to puntive interest.

1. Joint provisions
   1. Compliance
      1. The Contractor is responsible for ensuring that all relevant statutory provisions are complied with in its areas of responsibility and by third parties involved in the provision of services. This applies in particular to observance of anti-corruption regulations and regulations governing protection of competition, as well as regulations governing personal data protection. The Contractor undertakes in particular to familiarise the employees entrusted with the contractually agreed tasks and activities with the relevant legislation.
      2. The Contractor declares that it shall comply with all obligations and prohibitions on the provision of services arising from European and - subject to conflicting national regulations - US economic, commercial and financial sanctions, in particular the provisions of Regulation (EC) 2580/2001 as well as Regulation (EC) 881/2002.
      3. The Contractor undertakes to refrain from making any contributions or gifts to the Client’s employees, bodies and collaborators and their relatives.
      4. In the event of any breach of the provisions set out in Articles 13.1.1 to 13.1.3, the Client shall in particular be entitled to determine for the Contractor a reasonable period of time to remedy the breach and to withdraw from the Contract or terminate it on serious grounds after the expiry of this period. Determination of a deadline is unnecessary if this concerns a material breach of the provisions set out in Articles 13.1.1 to 13.1.2. In the event of withdrawal from or termination of the Contract pursuant to Article 13.1.4, the Client shall not be obliged to provide the Contractor compensation for damages incurred as a result of such withdrawal or termination.
      5. In the event of any reasonable suspicion of a material breach of the provisions set out in Articles 13.1.1 to 13.1.3, the Client may request that the Contractor provide it all necessary information and documentation and allow the Client to inspect the Contractor’s premises, after reasonable advance notice, in order to enable the Client to check the Contractor’s compliance with the provisions set out in Articles 13.1.1 to 13.1.3. The Client may also commission a third party, e.g. an auditor, who is bound by confidentiality to perform such an inspection. During the inspection pursuant to this provision, the provisions governing protection of personal data as well as trade and business secrets shall be complied with. Entitlement to perform an inspection arising from the other provisions of this Contract shall remain unaffected.
   2. Compliance with social and environmental standards
      1. The Contractor's compliance with the internationally recognised minimum social and environmental standards is an important basis for cooperation between the Contracting Parties. Therefore, the Contractor in particular undertakes to comply with the minimum standards set out in the Client’s Code of Ethics, which constitutes Appendix No. 1 to this Contract while conducting its business. The Contractor acknowledges the provisions set out herein as the basis of the Contract.
   3. Protection of confidential information
      1. This Contract and all of the information and documents relating to it and arising from it are confidential in nature.
      2. Confidential information includes in particular all information of a commercial, legal, financial, production, technical and similar nature relating to the Contracting Parties, which the Contracting Parties become familiar with within the framework of their mutual cooperation, or which they obtained or had at their disposal by virtue of the commercial activities, products, know-how, services and technical knowledge of the other Contracting Party, which is not commonly available to the public. Confidential information shall also be understood to mean any other information, which the Client and/or the Contractor declare to be confidential for the purposes of this Contract.
      3. Confidential information does not include information which:
         1. was known to the Contracting Party before it having learned such information by means of disclosure by the other Contracting Party,
         2. b) was made available to the Contracting Party independently of disclosure by the other Contracting Party, this being on the basis of its own research,
         3. the Contracting Party received from a third party which is not bound by any restrictions regarding the use or provision of such information, or
         4. d) is generally known or becomes generally known by no fault or instigation of the Contracting Party.
      4. The Contracting Parties shall not be authorised to disclose such acquired information to any third parties without the prior written consent of the other Contracting Party. This obligation shall not be deemed to have been breached in cases when the information is disclosed during the meeting of arising obligations from this Contract to consultants or contractors, but only in the scope required for performance of this Contract and subject to the condition that these persons also preserve the confidentiality of this information, an obligation which the Contracting Party disclosing this confidential information undertakes to ensure.
      5. In the event that either Contracting Party breaches the provisions of this Article of the Contract and causes damage to the other Contracting Party by this, it shall be obliged to compensate the other Contracting Party in full.
      6. The Contractor undertakes that it shall in no way mention any of its commercial relations with the Client externally as a reference (e.g. with the corresponding reference on its website, in company presentations and/or commercial reports, publications, press releases or within the framework of any other publication of any type).
      7. The provisions of this Article of the Contract shall apply even after termination of this Contract.
   4. Prohibition of set-off and assignment
      1. The Contracting Parties have agreed that the Contractor shall not be entitled to assign and/or pledge to any third party, in part or in full, any receivables, rights and/or obligations arising on the basis of this Contract or in relation to it, without prior written consent of the Client
      2. The Contracting Parties have agreed that the Contractor shall not be entitled to transfer, in its capacity as the assignee, any rights and/or obligations arising from this Contract or any part hereof to a third party without the consent of the Client, this being for the entire duration of this Contract.
      3. The Contracting Parties have agreed that the Contractor shall not be entitled to unilaterally set off any of its receivables owed by the Client arising from this Contract against the receivables of the Client owed by the Contractor.
      4. The Contracting Parties have agreed that the Client shall be entitled to unilaterally set off any of its due and not-yet-due receivables owed by the Contractor arising from this Contract against the receivables of the Contractor owed by the Client, even towards receivables which are not due.
      5. The Contracting Parties have agreed that the Client and the Contractor shall also be entitled to meet their financial liabilities or debts arising from this Contract prematurely, i.e. before their due date.
   5. Securing VAT
      1. The Contractor undertakes, within the framework of commercial cooperation with the Client, to use only a bank account held with a bank authorised to provide banking services within the territory of the Czech Republic and specified in the header of this Contract, which is published in the Register of VAT Payers.
      2. If the bank account specified in the header of this Contract is not published in the Register of VAT Payers at the moment of conclusion of this Contract, the Contractor undertakes to publish the account in the Register of VAT Payers without delay and to prove this fact to the Client. Until the moment of proof of registration of the account, the Client shall not be obliged to make any payments to this bank account and shall also not be deemed to be in delay with settlement of the Price pursuant to Article 4 hereof.
      3. The Contractor shall be obliged to notify the Client of any change to the bank account which is to be used within the framework of commercial cooperation with the Client within the meaning of Article 13.5.1 hereof, this being in the form of a written amendment to this Contract, whereas such an amendment must include a document proving that the new domestic bank account is already published in the Register of VAT Payers. Until the moment of conclusion of the written amendment to this Contract with the new bank account number, the Client shall not be obliged to make any payments to the Contractor’s bank account and shall also not be deemed to be in delay with settlement of the Price pursuant to Article 4 hereof. For this reason, the Client shall return for revision the original of each invoice issued by the Contractor which contains bank details for the Contractor which are not contained in this Contract.
      4. If the aforementioned bank account is deleted from the Register of VAT Payers, the Contractor shall be obliged to inform the Client of this without delay. Until the moment of renewed publication of this bank account in the Register of VAT Payers or change to the account pursuant to Article 13.5.3 hereof, the Client shall not be obliged to make any payments to this account and shall also not be deemed to be in delay with settlement of the Price pursuant to Article 4 hereof.
      5. If the Contractor becomes a so-called unreliable payer as a result of breaching its obligations relating to VAT administration and this status is listed in the Register of VAT Payers, or if the Client has justified suspicions that other facts establishing liability of the recipient of taxable performance as set out in Section 109 of the Act on VAT could arise, and justifies this suspicion in writing to the Contractor, the Contractor grants the Client its irrevocable consent to the Client, in accordance with Section 190a of this Act, paying that part of the Price corresponding to the VAT directly to the respective tax administrator on its behalf, as a consequence of which, the Client shall pay the Contractor only that part of the respective financial payment corresponding to the tax base. The Contractor acknowledges that through the aforementioned procedure, the Client’s obligation to settle the Price pursuant to Article 4 hereof shall be met in full.
      6. If, due to a breach of the obligations arising from the Act on VAT by the Contractor, the Client, in its capacity as the guarantor, is called on by the respective tax administrator to pay the outstanding VAT on behalf of the Contractor, this being for any reason, and it pays this outstanding VAT on behalf of the Contractor, the Contractor undertakes, apart from the outstanding VAT, to also pay the Client a contractual penalty in the amount of CZK 10,000.00, this being in the manner and within the deadline set out in Article 12.1.5 hereof.
      7. The Contractor acknowledges that the Client shall in particular acquire the necessary information relating to the Contractor which is decisive for establishment of liability for outstanding VAT from the Register of VAT Payers.
      8. If the Contractor is not registered as a VAT payer in the Register of VAT Payers as at the date of conclusion of this Contract, the provisions of Articles 13.5.1 to 13.5.7 shall apply mutatis mutandis from the date of the registration of the Contractor for VAT. Even in the event that the Contractor is not registered as a VAT payer in the Register of VAT Payers as of the date of conclusion of this Contract, the Contractor undertakes to (i) use only the bank account specified in the header of this Contract for the purpose of commercial cooperation with the Client and (ii) notify the Client of any change to the bank account which is to be used for the purpose of commercial cooperation with the Client within the meaning of Article 13.5.1 hereof by concluding a written amendment to this Contract.
2. Final provisions
   * 1. This Contract shall become effective on the date of its signature by the last of the Contracting Parties.
     2. This Contract may only be modified by means of written amendments approved and signed by both Contracting Parties. The Contracting Parties have agreed that the description of the construction project may also be amended by means of change sheets to be agreed and signed by the Contracting Parties. Valuation of additional or cancelled work arising on the basis of such changes to the description of the construction project shall be performed in accordance with Article 4.1.10 hereof.
     3. Each Party declares that the present Agreement was concluded in accordance with the law and that all the conditions arising from the law and documents of association of the respective Parties have been fulfilled. Each of the Contracting Parties also declares that it has procured all the approvals, permits, notice and/or registrations from the administrative or other authorities or third parties, which are required for conclusion and performance of this Contract.
     4. The Contracting Parties have agreed that the legal relations between them established by this Contract shall be governed by the laws of the Czech Republic. In matters not regulated for by this Contract, the provisions of the Civil Code shall apply mutatis mutandis. The Contracting Parties declare that they enter into this Contract in connection with their business and that the provisions of Sections 1798 et seq. of the Civil Code shall not be applied; for the avoidance of doubt, the Contracting Parties have agreed to exclude application of the provisions of Sections 1799 and 1800 of the Civil Code.
     5. The Contractor hereby assumes risk of a change in circumstances within the meaning of the provisions of Section 1765 of the Civil Code. The Contractor declares that it is not the weaker Contracting Party.
     6. The Contracting Parties have agreed that any disputes arising from this Contract or in connection with it, which cannot be resolved amicably, shall be resolved with final validity by the court with substantive and local jurisdiction of the Czech Republic, whereas the Contracting Parties have decided that the court with local jurisdiction shall be the general court with jurisdiction over the Client.
     7. If any of the provisions of this Contract is or becomes invalid, null or ineffective, this shall not result in the invalidity, nullity or ineffectiveness of this Contract as a whole or any other provisions of the Contract, if such an invalid, null or ineffective provision is severable from the rest of the Contract. The Contracting Parties undertake to replace such an invalid or ineffective provision with a new valid or effective provision, the content of which corresponds as faithfully as possible to the essence and meaning of the original provision of the Contract.
     8. If this Agreement is found to be invalid, void or ineffective as a whole, the Contracting Parties undertake to enter into a new contract without delay after such finding, which shall be based as far as possible on the terms of this Contract and which shall correspond as closely as possible in its content to the essence and meaning of the original provisions of the Contract. In this new contract, the reason for the invalidity, nullity or ineffectiveness shall be removed and the performance received under this Contract shall be set off against the performance of the Contracting Parties under the new contract.
     9. This Contract is executed in two (2) counterparts each valid as an original, whereas each of the Contracting Parties shall receive one (1) counterpart.
     10. This Contract contains the following Appendices, which constitute an integral part hereof:

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| * Appendix No. 1 | Client’s Code of Ethics |
| * Appendix No. 2 | Specimen of the Record of Inspection |
| * Appendix No. 3 | Specimen of the Record of Handover of the Work |
| * Appendix No. 4 | Specimen of the Record of Handover of the Construction Site |
| * Appendix No. 5 | Schedule for Performance of the Work |
| * Appendix No. 6 | Performance and work which the Contractor is obliged to perform for the Client as part of the Work |
| * Appendix No. 7 | Technical Specification of the Work |
| * Appendix No. 7A | Description of photovoltaic performance |
| * Appendix No. 8 | Specimen of the Bank Guarantee |
| * Appendix No. 9 | Copy of the insurance policy or certificate of insurance |
| * Appendix No. 10 | Occupational Health and Safety Rules (OHS) |
| * Appendix No. 11 | Client’s information on energy efficiency |
| * Appendix No. 12 | Price List |
| * Appendix No. 13 | Full service |
| * Appendix No. 13A | Delivery note (work) - defects (specimen) |
| * Appendix No. 13B | Delivery note (work) - inspection (specimen) |
| * Appendix No. 13C | Record of handover of the workplace (specimen) |
| * Appendix No. 13D | Notice of temporary workplace restriction (specimen) |
| * Appendix No. 13E | Specimen of the minimum requirements for the content of invoices |
| * Appendix No. 14 | Statement from the Commercial Register for the Client in the form of a printout from the Internet |
| * Appendix No. 15 | Statement from the Commercial Register for Lidl Holding s.r.o., the statutory body of the Client, in the form of a printout from the Internet |
| * Appendix No. 16 | Statement from the Commercial Register for the Contractor in the form of a printout from the Internet |
| * Appendix No. 17 | Record of the tendered in the e-Call for Tenders including the Tender |
| * Appendix No. 18 | Power of attorney from the Contractor for the Client |
| * Appendix No. 19 | Decision on provision of a grant |
| * Appendix No. 20 | Building permit for photovoltaic power plant “DECISION” |

**Lidl internal clause**

I confirm that

☐ the contract has been legally approved,

☐ the contract has been tax approved,

☐ the contract has been approved in substance and

☐ the business partner has been verified in IDprove / ☐ iDprove verification is not required.

Name and surname of the person

responsible for the contract: Jaroslav Ryšavý

Signature:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **On behalf of Lidl Czech Republic v.o.s. in Prague, on …………………………** | | | | | | |
| Signature: |  |  | | Signature: | |  |
| Name and surname: | **Martin Molnár** |  | | Name and surname: | | **Pavel Stratil** |
| Position: | Executive Director of Lidl Holding s.r.o. |  | | Position: | | Executive Director of Lidl Holding s.r.o. |
| **On behalf of…………………………………….. In ……………………., on …………………………** | | | | | | |
| Signature: |  |  | Signature: | |  | |
| Name and surname: | ……………………….. |  | Name and surname: | | ……………………….. | |
| Position: | ……………………….. |  | Position: | | ……………………….. | |