

## CONTRACT FOR INTEGRATED MANAGEMENT SYSTEM CERTIFICATION

### 1. CONTRACTUAL PARTIES

(1) The client

Commercial name: **AG TRANSPORT, s.r.o.**  
Address: Průmyslová 1141, 686 01 Uherské Hradiště  
Telephone: +420 602 270 150  
Statutory representative: Ing. Antonín Guriča – executive manager  
Contact person: Mg. Tomáš Kepič  
Bank details: Komerční banka, a.s.  
Account number: 35-0000380277/0100  
ID: 26898161  
Tax reg. No.: CZ26898161  
Entered in the Commercial Register at Regional Court in Brno, section C, in file 43967

and

(2) The provider

Commercial name: **Intertek s.r.o.**  
Address: Sokolovská 131/86, 186 00 Praha 8 – Karlín,  
Czech Republic  
Telephone: +420 270 003 230  
Statutory representative: Linda Mohelníková – General Manager BA – acting on basis  
of power of attorney signed on 21. 1. 2020  
Contact person: Blanka Bártová  
Bank details: BNP Paribas Fortis SA/NV  
Account number: 064450-6005400019/6300  
ID: 25762982  
Tax reg. No.: CZ25762982  
Entered in the Commercial Register at Czech Municipal Court in Prague, in section C, file 68003.

Certificates are published by the company Intertek Certification Limited, Derby, UK.

The contractual Parties have entered into and conclude under § 269 at seq. of the Commercial Code this contract for the certification regarding to integrated management system according to ISO 14001:2015 a ISO 45001:2018 standards (here in after referred to as the „Contract“):

#### Intertek s.r.o.

Sokolovská 131/86, 186 00 Praha 8 - Karlín

Tel.: +420 270 003 230 E-mail: [admin.czech@intertek.com](mailto:admin.czech@intertek.com)

Společnost Intertek s.r.o. je registrována v obchodním rejstříku vedeném Městským soudem v Praze, v oddíle C, vložce 68003.

IČO: 25 76 29 82 DIČ: CZ25762982



## 2. SUBJECT MATTER OF THE CONTRACT

- (1) The subject matter here of is the integrated management system certification by the Provider for the Client under the „Rules and regulations of management system certification“, which constitute an integral part of Annex No. 1 hereof.
- (2) Part of above mentioned certification is the audit under the ISO 14001:2015 a ISO 45001:2018 standards based on the confirmed draft of order which constitutes an integral part of Annex No. 3 hereof.

## 3. PRICE AND PAYMENT TERMS AND CONDITIONS

- (1) The price of the subject matter hereof is a total of 89.500 CZK + VAT. This amount consists total costs for a three-years contract, i.e. two stages of initial audit in 2022, annual surveillance audits in 2023 and 2024, registration fee, travel expenses or issuing certificates, etc.
- (2) The price of the subject matter here of shall be payable in 4 instalments always after the completion of each audit by the Provider's auditors as is specified in the order (see the integral Annex No. 3 hereof) based on the invoices issued by the Provider in accordance with Act No. 235/2004 Coll. as amended and delivered to the Client within the payment date stated in this invoice.

## 4. PERFORMANCE AND COOPERATION

- (1) The places, dates and methods of performing the subject matter hereof are stated in the integral Annexes No. 1-3 hereof.
- (2) Each party shall appoint his representative as a person empowered to act in his behalf about all the technical matters applying hereto and related with its performance.  
  
Unless specified otherwise by an amendment hereto, these persons shall be those stated in Article 1 (1) and (2) hereof.
- (3) All written documents that are related to the performance hereof, shall be considered applicable only if they are signed by the statutory bodies of the Parties or persons stated in Article 1 (1) and (2) hereof.
- (4) The Provider shall not be liable for non-performance or delayed performance of his obligations, should this be caused by the effects of force majeure. The effects of force majeure are deemed to be circumstances excluding liability under § 374 of the Commercial Code, particularly such events unforeseeable at the time the contract is concluded such as a natural disaster, industrial catastrophe, etc., the occurrence and effect of which has a fundamental effect on the performance hereof, without the Client or Provider being able to affectively prevent this effect with the use of all legally available and reasonably required means.

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## 5. NON-PERFORMANCE OF CONTRACTUAL OBLIGATIONS

- (1) Should the Client not pay the invoices by crediting the Provider's account within the payment date, the Provider shall impose a contractual penalty of 0,05% of the total amount for each day in default. Should the Client default in the payments of financial obligations to the Provider, the Provider shall not be bound, for this period of default, by his obligations to the Client.
- (2) Should the Provider not observe the time limits for the provision of services which are defined in the integral Annexes No. 1 and 2, without it being caused by non-performance of the obligations and contractual obligations by the Client or circumstances excluding liability, the Provider shall pay the Client a contractual penalty of 0,05% of the total value of the performed part of the subject matter hereof.

## 6. CONFIDENTIAL INFORMATIONS

- (1) The Parties undertake to maintain the confidentiality of all facts they learn of from the Party when implementing the subject matter hereof.
- (2) The obligation to maintain the confidentiality to the extent stated in the previous paragraph is not limited by time.
- (3) The obligation of confidentiality shall not apply to information owned by the disclosing party, or are publicly available, or were acquired independently of the parties participating in obligatory relations regarding the subject matter hereof, or were acquired from the third parties without any restriction whatsoever.
- (4) Regardless of the abovementioned provision, information is not considered confidential which:
  - a) Becomes public knowledge through no intentional fault or omission of the receiving party,
  - b) The receiving party had legally available prior to the conclusion hereof, if such information was not the subject matter of a different, earlier concluded contract on information protection,
  - c) Is the result of a procedure during which the receiving party arrived independently and is able to prove by its records or the confidential information of the third party,
  - d) After signing this Contract the third party shall provide the receiving party which doesn't acquire such information directly or indirectly from the party which owns it.

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## 7. FINAL PROVISIONS

- (1) This contract is executed for a period of three years as of its signature.
- (2) Both Parties may withdraw from the Contract only for reasons of serious breach of the contractual terms and conditions specified herein. Serious breach of the contractual obligations by the Client is considered to be repeated non-performance of the dates of payment for the service provided and cooperation not provided. Serious breach of the contractual obligations by the Provider is considered to be repeated non-performance of dates or rules specified in the integral Annexes hereof.
- (3) Should the Provider demonstrably breach the obligation of confidentiality under Article 6 hereof, he shall be obliged to pay a contractual penalty of CZK 300.000. The right to compensation for damages remains unaffected.
- (4) All sanctions cited herein are payable based on a written call by the justified contractual party delivered to the obliged party on the date specified in this call.
- (5) In the event of any disputes arising during performance of the subject matter hereof, both contractual Parties undertake to proceed in the interest of settling the dispute in an amicable manner. Should consensus not be reached, disputes shall be settled under German law at the court of jurisdiction in the place of the Client's registered office.
- (6) All amendments hereto may only be executed in writing upon agreement between the contractual Parties.
- (7) This Contract is executed in two counterparts whereby each has the same validity of the original and each contractual Party shall receive one copy.
- (8) The integral Annexes of this Contract:
  - 1) F101-6 Certification Agreement, F101-4 General Terms & Conditions
  - 2) F205 - Use of Certificates and Certification and Accreditation Marks
  - 2) Order for the Integrated Management System Certification

In Uherské Hradiště, on \_\_\_\_\_

In Prague, 10. 1. 2022

.....  
**Ing. Antonín Guriča**  
**Executive manager**

.....  
**Linda Mohelníková**  
**General manager BA**

**Intertek s.r.o.**

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