

JML 6100/0038/14



EVROPSKÁ UNIE
EVROPSKÝ FOND PRO REGIONÁLNÍ ROZVOJ
INVESTICE DO VAŠÍ BUDOUCNOSTI



Amendment agreement No. 1

to the Contract signed on 29.09.2014

regarding the small-scale public contract named „System for Fuel Cell Testing“

(hereinafter referred to as the „**amendment**“)

Contracting parties:

Purchaser: University of West Bohemia in Pilsen
Address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Identification no.: 49777513
Represented by: Ing. Arch. Hynek Gloser, Ph.D., Bursar

hereinafter referred to as the „**Purchaser**“

and

Seller: balticFuelCells GmbH
Address: Hagenower str. 73, 190 61 Schwerin, Germany
Tax identification no.: DE249654848
Represented by: Dr. Bastian Ruffmann

hereinafter referred to as the „**Seller**“

I.

Both contracting parties agree to amend the Contract to supply **System for Fuel Cell Testing** made out by the Purchaser and by the Seller (hereinafter referred to as the „Contract“) as follow:

Article III., Section 3.1 of the Contract is changed as follows:

„3.1 The Purchaser and the Seller agree, that the Seller will deliver the Goods until end of November 2014 at the latest. Should the Seller be in delay fulfilling the obligations pursuant to Article III, Section 3.1 of the Contract herein, the Purchaser will be entitled to request the Seller to pay a contractual penalty of 0.5% of the purchase price without VAT for every, even incomplete, day of the delay. The total amount of the penalty is not limited.“

II.

The other unaffected statements of the above cited Contract complemented by this amendment stay unchanged and remain valid.

This amendment is made out in 4 (four) identical copies. Each of the Contracting parties will receive 2 (two) identical copies.

In Pilsen on 14 -10- 2014

On behalf of the Purchaser:

University of West Bohemia in Pilsen

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Ing. arch. Hynek Gloser, Ph.D.,
Bursar

In Schwerin on 28.10.14

On behalf of the Seller:

balticFuelCells GmbH

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Dr. Bastian Ruffmann
CEO