

## ZMLUVA O DIELO

uzatvorená podľa § 536 a ust. Obchodného zákonníka č.513/1991 Zb. v znení neskorších predpisov ( ďalej iba „Zmluva“)

### 1. Zmluvné strany

**1.1. Objednávateľ :** **Mesto Trebišov**  
Sídlo: M. R Štefánika 862/204, 075 25 Trebišov  
Zastúpený: PhDr. Marek Čížmár, Primátor  
Osoby oprávnené rokovať:  
vo veciach zmluvných: PhDr. Marek Čížmár  
vo veciach technických: Ing. Ján Michalko  
IČO: 00331996  
Bankové spojenie: Prima banka a.s.  
IBAN: SK94 5600 0000 0042 4136 5009  
E-mail: [michalko@trebisov.sk](mailto:michalko@trebisov.sk)  
„(ďalej len objednávateľ)“

**1.2. Zhotoviteľ:** **Deals Management a.s.**  
Sídlo: Brnianska 2, 911 05 Trenčín  
Zastúpená: Ing. Radovan Macháček, predseda predstavenstva  
Osoby oprávnené rokovať:  
vo veciach zmluvných: Alena Belovická  
vo veciach odovzdania, prevzatia a vedenia stavby: Ing. Juraj Šujan – vedúci obchodno-technický manažér; Marek Vallo – stavbyvedúci  
IČO: 46160990  
DIČ: 2023277058  
IČ DPH: SK 2023277058  
Bankové spojenie: ČSOB a.s..  
IBAN: SK22 7500 0000 0040 2053 6257  
Zapísaná v Obchodnom registri Okresného súdu Trenčín, odd. Sro, vl. I0675/R  
„(ďalej len zhotoviteľ)“

### 2. Predmet zmluvy

2.1. Zhotoviteľ sa zaväzuje, že za podmienok dohodnutých v tejto Zmluve, ktorá je uzatvorená v súlade s rámcovou zmluvou („**General agreement**“) uzatvorenou medzi Slovenským futbalovým zväzom („SFZ“), zhotoviteľom umelého trávnik a výrobcom umelého trávnik vrátane prílohy – cenovej ponuky UEFA HatTrick Program zo dňa 02.11.2015 v znení dodatku č. I na základe výsledkov verejnej súťaže na dodávku umelého trávnik zrealizovanou SFZ a UEFA v rámci programu UEFA HatTrick IV a na základe **Zmluvy o spolupráci a financovaní výstavby tréningového futbalového ihriska s umelou trávou v Trebišove**, zhotoví pre objednávateľa nasledovné dielo: "**Výstavba futbalového ihriska s umelou trávou**" (ďalej iba „dielo“).

- 2.2. Miesto dodania predmetu diela je:  
Areál futbalového štadiónu na ul. Jána Kostru v Trebišove, vedľajšie tréningové ihrisko.
- 2.3. Objednávateľ sa zaväzuje, že riadne dokončené dielo prevezme a zaplatí za jeho zhotovenie dohodnutú cenu.
- 2.4. Východiskové podklady k predmetu Zmluvy :



- a) obhliadka staveniska
  - b) stavebné povolenie
  - c) projektová dokumentácia
- 2.5. Za dielo sa považujú stavebno-montážne práce a dodávky špecifikované v cenovej ponuke, ktorá je prílohou rámcovej zmluvy podľa čl. 2 bod 2.1 tejto Zmluvy, a to najmä:  
**Inštalácia umelej trávy 3.generácie na tréningovom ihrisku v celkovej výmere 7920m<sup>2</sup>, vrátane zásypu piesku a gumového SBR čierneho granulátu, čiarovania, dodávky a osadenia futbalových brán a rohových zástaviek a dodávky zariadení pre údržbu ihriska.**
- 2.6. **Podmienkou inštalácie je splnenie parametrov FIFA\*.** Zhotoviteľ sa zaväzuje pri odovzdaní stavby za účasti povereného zástupcu objednávateľa previesť kontrolné merania podľa parametrov FIFA\* (konkrétne na odskok lopty, kotúľanie lopty, rovinatosť hracej plochy). Prevedenie týchto základných meraní je podmienené odovzdaním diela bez závad.
- 2.7. **Zhotoviteľ je povinný zabezpečiť certifikáciu FIFA** potrebnú pre vydanie certifikátu FIFA a to nezávislou akreditovanou skúšobňou, ak o to objednávateľ písomne požiada. Všetky finančné náklady spojené s prevedením poľných skúšok akreditovanou skúšobňou na mieste a vydaním Certifikátu FIFA znáša objednávateľ.
- 2.8. V prípade, ak by neboli kontrolné merania úspešné, je objednávateľ oprávnený požadovať odstránenie vady úpravou hracej plochy tak, aby opätovné merania boli úspešné. Náklady na opätovné merania znáša zhotoviteľ.

### 3. Cena diela

- 3.1. Zmluvné strany sa dohodli, že v súlade s rámcovou dohodou objednávateľ zaplatí za dielo:

<b>Cena diela celkom bez DPH</b>	<b>165.000,- EUR</b>
<b>DPH ( 20%)</b>	<b>33.000,- EUR</b>
<b>Cena diela celkom z DPH</b>	<b>198.000,- EUR</b>

- 3.2. Práce budú fakturované podľa skutočne prevedených prác podľa uvedených jednotkových cien v cenovej ponuke.
- 3.3. Prípadné naviacpráce, ktoré nie sú predmetom tejto Zmluvy prevedie zhotoviteľ na základe písomného dodatku k tejto zmluve o dielo. Tieto naviacpráce budú ocenené rovnakými jednotkovými cenami ako v položkovom rozpočte. Naviacpráce, prevedené bez dodatku k zmluve, nebudú zhotoviteľovi uhradené.
- 3.4. Prípadné práce, ktoré sú predmetom tejto zmluvy a nebudú sa prevádzať na základe písomnej dohody zmluvných strán nebudú fakturované.
- 3.5. Realizované dielo sa stáva majetkom objednávateľa po protokolárnom prevzatí diela objednávateľom a úhrade celej ceny diela zhotoviteľovi. V prípade, že objednávateľ bude v omeškani so zaplatením svojho peňažného záväzku zhotoviteľovi o viac ako 30 dní, má zhotoviteľ právo odstúpiť od tejto zmluvy a naložiť s dielom podľa svojho uváženia vrátane demontáže a odvozu.

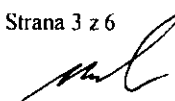


#### 4. Čas plnenia

- 4.1. Stavenisko objednávateľ protokolárne odovzdá do 2 dní od výzvy zhotoviteľa na odovzdanie staveniska. Pri prevzatí staveniska bude zhotoviteľom vykonaná kontrola rovinnosti spodnej stavby podľa normy DI EN 18 035, diel.7, na poslednej vrstve kameniva v tolerancii +/- 10mm na 4m dĺžky.
- 4.2. Zhotoviteľ vyzve objednávateľa na odovzdanie staveniska najneskôr do šiestich týždňov od podpisu tejto Zmluvy za predpokladu splnenia ustanovení čl. 7 bod 7.2 tejto Zmluvy.
- 4.3. Zhotoviteľ protokolárne odovzdá dielo objednávateľovi najneskôr do 21 dní od prevzatia staveniska s ohľadom na ustanovenie čl. 8 bod 8.1 tejto Zmluvy.
- 4.4. V prípade posunu termínu zahájenia prác z dôvodov na strane objednávateľa, budú posunuté o rovnaký časový úsek zodpovedajúci skutočnému posunu zahájenia i konečné termíny zhotoviteľa, vrátane väzby na zmluvné pokuty.
- 4.5. Zhotoviteľ vypratá stavenisko v lehote do 2 dní po odovzdaní a prevzatí diela. Po tomto termíne je zhotoviteľ oprávnený ponechať na stavenisku iba zariadenia a materiál, nutný k odstráneniu prípadných závad a nedorobkov, zistených pri odovzdaní a prevzatí diela.

#### 5. Platobné a fakturačné podmienky

- 5.1. Zmluvné strany sa dohodli na nasledujúcich platobných podmienkach a vystavení faktúr. Objednávateľ uhradí:
  - sumu 45.000,- € bez DPH (slovom: štyridsaťpäťtisíc eur) na základe zálohovej faktúry, ktorá bude vystavená ihneď po nadobudnutí účinnosti Zmluvy so splatnosťou do 14 dní od vystavenia.
  - sumu 40.000,- € bez DPH (slovom: štyridsaťtisíc eur) na základe faktúry, ktorá bude vystavená ihneď po dodaní trávniku na miesto realizácie diela so splatnosťou najneskôr deň pre zahájením prác.
  - sumu 80.000,- € bez DPH (slovom: osemdesiattisíc eur) na základe konečnej faktúry, ktorá bude vystavená v deň prevzatia diela.
- 5.2. DPH bude uplatnená v zmysle platnej legislatívy SR (zákona č. 222/2004 Z.z. o DPH). Prenos daňovej povinnosti bude uplatnený na základe § 69, ods. 12, písmeno j), zákona č. 222/2004 Z.z. o DPH.
- 5.3. K prevzatiu diela bude objednávateľ ústne vyzvaný zhotoviteľom 2 dni vopred. Objednávateľ sa k prevzatiu diela bezodkladne dostaví.
- 5.4. Objednávateľ je v súlade s rámcovou zmluvou oprávnený zadržať 2% z celkovej ceny diela bez DPH. Suma zádržného je splatná do 12 mesiacov odo dňa prevzatia diela.
- 5.5. Lehota splatnosti konečnej faktúry za vykonané práce je 30 dní od jej doručenia objednávateľovi.
- 5.6. Súčasťou konečnej faktúry musí byť objednávateľom podpísaný súpis skutočne prevedených prác a preberací protokol v súlade s rámcovou zmluvou.
- 5.7. **Pri odovzdaní diela obdrží objednávateľ:**
  - Pokyny pre prevádzku a užívanie,
  - Stavebný denník,
  - Doklady o použitých materiáloch.



## 6. Záruky

- 6.1. Záruka na prevedené práce zo strany zhotoviteľa je poskytnutá v dĺžke:
- **96 mesiacov** na športové povrchy (pri dodržiavaní prevádzky vo výške 2000 hodín / rok),
  - **36 mesiacov** na čiarovanie,
- odo dňa protokolárneho odovzdania objednávateľovi
- 6.2. Záruka sa nevzťahuje na poruchy spôsobené mechanickým poškodením inou než športovou činnosťou a ďalej na poruchy, ktoré vznikli nedodržaním prevádzkových podmienok, ktoré sú prikladané k preberaciemu protokolu. Záruka sa takisto nevzťahuje na bežné opotrebenie povrchu športovou prevádzkou (hlavne v oblastiach bránkoviška a pokutového kopu).
- 6.3. Objednávateľ musí kedykoľvek na vyžiadanie poskytnúť zhotoviteľovi plán údržby, z ktorého musí byť zrejmé dodržiavanie pravidelnej údržby a prevádzkové hodiny tréningovej hracej plochy.
- 6.4. Záruka sa nevzťahuje na poruchy spôsobené deformáciou podkladových vrstiev, ktoré neboli predmetom realizácie zhotoviteľa.
- 6.5. V prípade reklamácie sa zhotoviteľ zaväzuje, že do 7 pracovných dní od písomného prevzatia reklamácie od objednávateľa, sa k nej písomne vyjadrí a navrhne termín odstránenia vady.

## 7. Veci určené k realizácii diela

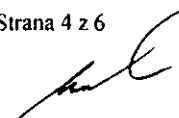
- 7.1. Objednávateľ je povinný zaobstarat' nasledujúce veci určené k realizovaniu diela a tito odovzdať zhotoviteľovi v uvedených termínoch a miestach, bezplatne:
- a) určiť miesto napojenia na el. energiu 220 V a vody pri odovzdaní staveniska,
  - b) poskytnúť uzamykateľný sklad na materiál
  - c) poskytnúť uzamykateľný priestor na strojové vybavenie zhotoviteľa
- 7.2. Objednávateľ je povinný predložiť k prevzatiu staveniska v súlade s čl. 4 tejto zmluvy:
- a) geodetické zameranie (výškopis a polohopis) aktuálneho stavu k prevzatiu staveniska,
  - b) protokoly a prehlásenie o zhode materiálov (dodaného kameniva)
  - c) protokoly o realizácii záťažových skúšok v súlade s projektovou dokumentáciou

## 8. Podmienky okolitého prostredia (teplota, vlhkosť, čistota a pod.)

- 8.1. Zhotoviteľ si vyhradzuje právo prerušiť práce pri nepriaznivých klimatických podmienkach (nesmie prebiehať zrážková aktivita - dažďové a snehové zrážky, ranné hmly, vlhkosť vzduchu musí byť v rozpätí 30-70%, denné teploty nemôžu byť vyššie ako 40°C alebo nižšie ako +5 °C, rýchlosť vetra nesmie byť vyššia ako 10m/s). Doba prerušenia prác z vyššie uvedených dôvodov sa premieta rovnakou mierou do termínu dokončenia diela. Prerušenie prác bude zaznamenané v stavebnom denníku alebo v samostatnom zápise.

## 9. Zmluvná pokuta

- 9.1. Pokiaľ bude zhotoviteľ vlastnou vinou v omeškaní s kompletným dokončením diela je povinný zaplatiť objednávateľovi za každý aj začatý deň tohto omeškania zmluvnú pokutu



vo výške 0,05 % z celkovej ceny diela. Objednávateľ nie je oprávnený účtovať zhotoviteľovi zmluvnú pokutu v prípade, že nedodržanie termínov podmieňujúcich uplatnenie zmluvnej pokuty bolo spôsobené objednávatelom alebo v dôsledku vyššej moci.

- 9.2. Za oneskorenú úhradu čiastkových faktúr zaplatí objednávateľ zhotoviteľovi zmluvnú pokutu vo výške 0,05 % z dlžnej čiastky za každý aj začatý deň omeškania. Zaplacením zmluvnej pokuty nie je dotknuté právo na úhradu úrokov z omeškania.

### **10. Odstúpenie od zmluvy**

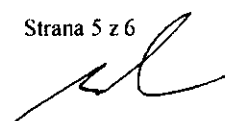
- 10.1. Zmluvné strany sa dohodli, že okrem dôvodov uvedených v Obchodnom zákonníku, môžu od zmluvy odstúpiť aj v prípade ak

- a) zhotoviteľ neprevezme stavenisko do 60 dní odo dňa podpísania tejto zmluvy a nevykoná nápravu ani v dodatočnej primeranej lehote, ktorú mu objednávateľ poskytne v písomnom upozornení na jeho omeškanie,
- b) zhotoviteľ nenastúpi (nezačne realizovať dielo) do 21 dní odo dňa protokolárneho prevzatia staveniska a nevykoná nápravu ani v dodatočnej primeranej lehote, ktorú mu objednávateľ poskytne v písomnom upozornení na jeho omeškanie,
- c) zhotoviteľ je z dôvodov spočívajúcich na jeho strane v omeškaní s ukončením diela viac ako 30 dní a nevykoná nápravu ani v dodatočnej primeranej lehote, ktorú mu objednávateľ poskytne v písomnom upozornení na jeho omeškanie,
- d) zhotoviteľ realizuje dielo v rozpore s ustanoveniami tejto zmluvy a nevykoná nápravu ani v dodatočnej primeranej lehote, ktorú mu objednávateľ poskytne v písomnom upozornení na jeho omeškanie,
- e) zhotoviteľ je v omeškaní s odstránením vady viac ako 30 dní a nevykoná nápravu ani v dodatočnej primeranej lehote, ktorú mu objednávateľ poskytne v písomnom upozornení na jeho omeškanie,
- f) na majetok zhotoviteľa bol vyhlásený konkurz, ak bolo proti zhotoviteľovi začaté konkurzné konanie, ak bol proti zhotoviteľovi návrh na vyhlásenie konkurzu zamietnutý pre nedostatok majetku alebo ak zhotoviteľ vstúpil do likvidácie.
- g) je omeškanie objednávatel'a s odsúhlasením mesačných súpisov vykonaných prác dlhšie ako 30 dní a objednávateľ nevykoná nápravu ani v dodatočnej primeranej lehote, ktorú mu zhotoviteľ poskytne v písomnom upozornení na jeho omeškanie,
- h) je objednávateľ v omeškaní s poskytnutím spolupôsobenia zhotoviteľovi, ktoré neumožňuje riadne a včas vykonať dielo alebo jeho časť, a objednávateľ nevykoná nápravu ani v dodatočnej primeranej lehote, ktorú mu zhotoviteľ poskytne v písomnom upozornení na jeho omeškanie.
- i) na majetok objednávatel'a bol vyhlásený konkurz, ak bolo proti objednávatel'ovi začaté konkurzné konanie, ak bol proti objednávatel'ovi návrh na vyhlásenie konkurzu zamietnutý pre nedostatok majetku alebo ak objednávateľ vstúpil do likvidácie.

- 10.2. Objednávateľ alebo stavebný úrad je oprávnený dať pokyn k sistácii stavby. Tým prestávajú bežať lehoty pre splnenie záväzkov zhotoviteľa. Trvaním sistácie viac ako 1 mesiac je objednávateľ povinný prevziať doposiaľ prevedené práce a dodávky vrátane dodávok materiálov a uhradiť ich.

### **11. Ďalšie dojednania**

- 11.1. Bezpečnosť práce, požiarnu ochranu a riadenie ochrany životného prostredia po dobu realizácie zabezpečuje zhotoviteľ, v súlade s platnou legislatívou.



- 11.2. Objednávateľ rešpektuje záväzky zhotoviteľa v oblasti kvality, bezpečnosti a ochrany zdravia pri práci, požiarnej ochrany a ochrany životného prostredia.
- 11.3. Zhotoviteľ je povinný v zmysle zákona o odpadoch, odpratať na vlastné náklady všetky preukázateľné zvyšky svojich materiálov.
- 11.4. V rámci tejto zmluvy sú oprávnení v technických veciach a vo veciach odovzdania staveniska a diela konať okrem štatutárnych zástupcov a osôb splnomocnených k jednaniu:
- za zhotoviteľa: Ing. Juraj Šujan, mob: +421 910 785 066  
Marek Vallo, mob.: +421 911 713 712
  - za objednávateľa: Ing. Ján Michalko, mob:+421 908 764 273
- 11.5. Objednávateľ je povinný na požiadanie potvrdiť zhotoviteľovi referenčný list o uspokojivom ukončení zákazky ( ak bude uspokojivo ukončená) na predmet zmluvy, ktorým je dodávka a montáž umelej trávy.
- 11.6. Objednávateľ nesmie potvrdiť referenciu na predmet zmluvy dodávka a montáž umelej trávy zhotoviteľovi stavebných prác súvisiacich s prípravou hracej plochy futbalového ihriska (spodnej stavby).

## **12. Záverečné ustanovenia**


- 12.1. Táto zmluva môže byť zmenená, či doplnená iba na základe dohody obidvoch zmluvných strán formou dodatkov k tejto zmluve, podpísanej obidvoma zmluvnými stranami.
- 12.2. Táto zmluva sa vyhotovuje v štyroch rovnopisoch, z nich každá strana obdrží 2 vyhotovenia.
- 12.3. Uplatnením zmluvnej pokuty nie je dotknuté právo na náhradu škody, ktorá vznikne porušením povinností zabezpečenej zmluvnou pokutou. Nárok na náhradu škody je zachovaný v plnej výške.
- 12.4. Zmluvné strany sa zaväzujú prípadné spory vyplývajúce z tejto zmluvy, či dodatkov alebo spory vo výklade niektorého z bodov zmluvy riešiť cestou zmieru a vzájomným rokovaním. V prípade pretrvávajúcich rozporov sú zmluvné strany oprávnené obrátiť sa na všeobecné súdy Slovenskej republiky.
- 12.5. Zmluva nadobúda platnosť dňom jej podpísania oboma zmluvnými stranami a účinnosť dňom jej zverejnenia na webovom sídle objednávateľa.

### **Príloha:**

Rámcová zmluva („General Agreement“) uzatvorená medzi Slovenským futbalovým zväzom, zhotoviteľom umelého trávniku a výrobcou umelého trávniku dňa 02.11.2015 v znení dodatku č.1

V Trebišove, dňa 20.10.2017

V Trenčíne, dňa 23.10.2017

  
za objednávateľa – Mesto Trebišov  
PhDr. Marek Čizmar  
primátor



**Deals Management, a.s.**  
Brnianska č.2, 911 05 Trenčín  
IČO: 46160990 -2-   
za zhotoviteľa – Deals Management a.s.  
Ing. Radovan Macháček  
predseda predstavenstva

## General Agreement

For the delivery and installation of four artificial pitches (football pitches) including other materials in accordance with the FIFA recommended 1-Star guidelines at four locations within Slovakia

Between

**the Producer:**

Limonta Sport Spa  
via Crema 60  
240 55 Cologno al Serio  
Italy

and

**the Installer:**

Sport Reai  
Brnianska č. 2  
911 05 Trenčín  
Slovakia

(both the Producer and the Installer hereinafter referred to as '**the Contractor**')

and

**the Client:**

Slovak Football Association  
Trnavská 100  
821 02 Bratislava  
Slovakia

(hereinafter referred to as '**the Client**')

*Ad*  
*Asakova*  
*K. U. C.*



This contract supersedes all previous correspondence. Changes to this contract are valid only when accepted in writing by the Client and the Contractor. The Client and the Contractor agree on the contract as detailed below and duly signed by their respective representatives.

#### Article I.

1. The Contractor undertakes to deliver and install four football pitches (hereinafter together referred to as "Works") described below in the Art. I (2), within locations set by the Client within the territory of Slovakia, measuring 110x72m (7 920m<sup>2</sup>) each, in accordance with the technical requirements specified in the tender description. The tender description was drawn up by the Consultant appointed by UEFA in accordance with FIFA Preferred Producer Concept and forms the integral part of this contract (Annex 1).
2. The works shall comprise:
  - 2.1. preliminary works including the supervision of civil work on sub-base, handover of the sub-base and the site installation,
  - 2.2. delivery and installation of the football pitch based on options below
    - i. 7,920m<sup>2</sup> DUO SHAPE, 60mm
    - ii. 7,920m<sup>2</sup> MAX S P+, 40mm, with Prefabricated shock-pad (ALVEO 10mm)
    - iii. 7,920m<sup>2</sup> MAX S P+, 40mm, with Elastic layer in situ (20mm),
  - 2.3. SBR rubber infill for the installation of the artificial turf (football pitch) and other materials in accordance with the FIFA 1-Star criteria and the submitted tender description (see Annex 1),
  - 2.4. line markings in accordance with the Laws of the Game published by FIFA and the tender description,
  - 2.5. sports and maintenance equipment in accordance with the submitted tender description.

#### Article II.

1. The total cost of delivering and installing the materials, of the equipment and of the work to be completed per one artificial pitch is:
  - 1.1. **EUR 165,000** In words: (hundred and sixty five thousand Euros) for the delivery of Works according to the Art. I (2.1., 2.2i., 2.3., 2.4. and 2.5),
  - 1.2. **EUR 190,000** In words: (hundred and ninety thousand Euros) for the delivery of Works according to the Art. I, (2.1., 2.2ii., 2.3., 2.4. and 2.5),
  - 1.3. **EUR 215,000** In words: (two hundred and fifteen thousand Euros) for the delivery of Works according to the Art. I, ( 2.1., 2.2iii., 2.3., 2.4. and 2.5).




  
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2. The total cost of Works is an all-inclusive flat rate which covers delivery of the materials and equipment, the cost of the materials and equipment (including infill granules) in accordance with the terms of this agreement and any tools and equipment that need to be temporarily imported into Slovakia to complete the Works.
3. The Works (preliminary works and turf installation) will be carried out by the Installer: technician in charge - Ing. Juraj Šujan, project manager

### Article III.

1. The parties agree that the contract will be implemented by the parties from **25.10.2015 to 25.10.2016** under the condition that the sub-base will be prepared and its quality approved by the Contractor or UEFA Consultant at all 4 locations.
2. Each of the four artificial pitches will be installed under a separate agreement (hereinafter referred to as "the Contract") between the Installer and the respective partner assigned by the Client (hereinafter referred to as "the Partner") upon the co-operation contract between The Client and the Partner. The Partner owns or leases the land on which the artificial pitch shall be constructed and is responsible for the preparation of the sub-base.
3. The Contract must be signed according to this General Agreement, which shall be included as Annex 1 of the Contract. Installer acts on behalf of the Contractor and is responsible for the delivery and installation of the artificial pitch according to this agreement.
4. The Contract will include the exact deadlines for each part of construction, payment details.
5. The Contractor must keep a daily construction diary containing a complete record of the construction, starting with the first chargeable day and continuing through the date when all field operations are complete, including final inspection and completion of all punch list work. The construction diary should always be current and a subject to any supervision of the Partner and Client. Once the construction is completed, the construction diary will be reviewed and approved by UEFA Consultant.
6. Delivery and completion times are dependent on weather conditions. In the event of adverse weather such as rain and snow or temperatures below 5°C or over 40°C, completion of the contract will be postponed and/or the contractual deadlines extended.
7. The Contractor must immediately inform the Partner and the Client in case of any interruption or the delay of Works.
8. Days to be deducted in the above circumstances must be mentioned in a construction diary, signed by the Contractor and the Partner (represented by

  
Responsible  
 

the construction supervisor).

9. Penalties: 0,05% of the cost per one artificial pitch to be paid by the Contractor for each day required to complete the pitch after the deadline has passed.
10. The UEFA Consultant and the Contractor must attend the interim and final inspections of the sub-base preparation and the pitch installation in accordance with the schedule described in the Contract.
11. The project is to be considered as completed after the UEFA Consultant has carried out his final inspection and on the day the handover documents are signed by the Contractor, the Client and the Partner.

#### Article IV.

##### Duties of the Contractor for each of four Works deliveries:

1. The Contractor undertakes to provide the required materials, equipment and machines on time and to complete the Works on time and to a high standard.
2. The following documents must accompany the goods.
  - Invoice (three copies)
  - CMR waybill
  - Packing list (two copies)
  - Certificate of origin for materials and equipment
  - Other documents needed for customs clearance if required.
3. The Contractor undertakes to provide the necessary manpower on time, i.e. four qualified technicians.
4. The Contractor undertakes to bear all expenses for the transport, board and lodging of all its technicians and labourers for the duration of the Works including the preparations and other costs arising from the Works on site.
5. Once all Works have been completed and officially accepted by the Client and the Partner, the Contractor has ten days to clear the remaining materials, equipment and machines from the site and take them to a storage facility provided by the Partner.
6. The Contractor undertakes, at its own cost, to remove all machines and equipment from the Partner's storage facilities no more than 30 days after completion of the project.
7. The Contractor may display its company logo and/or product trademark on the construction site during the project realisation in the areas defined by the Client (but under no circumstances on the pitch surface).
8. The Contractor undertakes to train two of the Partner's staff in pitch maintenance and to help the Partner to create a maintenance plan as outlined

in the tender description.

9. The Contractor undertakes to deliver the material, equipment and machines ex site.
10. The Contractor guarantees that the artificial turf installed will meet the FIFA 1-Star criteria, to be checked and approved by the UEFA Consultant and the representative of the Client.

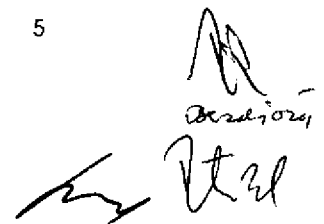
#### Article V.

##### Duties of the Client and the Partner:

1. The Client assures that the Partner signs the Contract with the Contractor upon which he undertakes all the duties arising from this Article of the General Agreement.
2. The Partner undertakes to provide adequate, covered storage space for the materials, equipment and machines free of charge.
3. The Partner undertakes to assist the Contractor with all customs clearance formalities. The Contractor shall pay any customs duties.
4. The Partner undertakes to provide free lighting so that Works can also be performed at night if necessary.
5. The Partner undertakes to provide running water on site and ensure a 220/380 V, 50 Hz electricity supply is available nearby, at no cost to the Contractor.
6. The Partner undertakes to ensure the Contractor's staff has appropriate, unobstructed access to the site.
7. The Partner undertakes to take responsibility for the maintenance of the finished pitch after the handover documents have been signed.
8. The Partner undertakes to assist the Contractor in the booking of suitable accommodation for his staff, paid by the Contractor.
9. When the Works have been completed, the Partner undertakes to assist in all customs formalities for the immediate return of the machines and equipment if required.

#### Article VI.

1. Upon the completion of the Works, the Contractor, the Partner, the Client and the UEFA Consultant must sign the handover documents.



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### Article VII.


#### Payment terms and conditions:

1. The amount payable under Article II. based on relevant option according to Art. I (2.2i., 2.2ii. or 2.2iii.) is 100% guaranteed and will be paid by the Partner in 4 instalments in accordance with the Contract:  
**1<sup>st</sup> instalment** as an advanced payment upon signature of the Contract,  
**2<sup>nd</sup> instalment** after delivery of all the materials onto the construction site,  
**3<sup>rd</sup> instalment** after the handover documents have been signed,  
**4<sup>th</sup> instalment (2%)** 1 year after the handover documents have been signed.
2. The Contractor must issue invoices in accordance with the timetable and the payment terms and conditions set in the Contract. The invoices will be paid by the Partner directly into the Contractor's bank account within 14 days, if not stated in the Contract differently, subject to confirmation by the Client and the UEFA Consultant that the Contractor has fulfilled all its contractual obligations to date.

### Article VIII.

#### Warranty:

1. The Contractor is responsible for ensuring that the obligations it assumes are met in a professional manner and in accordance with all provisions of this agreement. The Client reserves the right to check on the building materials to be used and the staff hired and, if it deems it necessary, to reject them.
2. The warranty period for faults as described in the tender description lasts eight years. It commences after the final inspection has been carried by the UEFA Consultant and after the final inspection record has been signed by the Contractor, the Partner, the Client and the UEFA Consultant.
3. The official warranty provided by the Contractor forms the integral part of this agreement (Annex 2).
4. During the warranty period, the Client or the Partner may express complaints in writing about faults ascertained since completion of the Works. Any damage caused by force majeure or inappropriate usage or maintenance of the pitch are excluded from the warranty and no such claims will be accepted.
5. The Client or the Partner must fix an appropriate deadline by which the Contractor has to rectify the fault. Normally this period should not exceed one calendar month, weather permitting.
6. If the Contractor fails to meet this obligation, the Partner is entitled to have the

  
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fault rectified by another party and charge the resulting costs to the Contractor.

7. Once the fault has been rectified, the inspection record must be signed by the Partner. A new eight-year warranty period for the part that has been repaired or replaced commences on the day the record is signed, unless otherwise stated hereinafter.
8. A maintenance plan, a list of the maintenance equipment provided by the Contractor and the schedule for site visits by one of the Contractor's technicians are outlined in the submitted tender description (Annex 1).


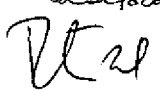
#### Article IX.

##### Force majeure:

Should the Client or the Contractor be prevented from duly fulfilling their contractual obligations by factors beyond their control or factors that were unforeseeable at the time this contract was signed, for example natural disaster, earthquake, flooding, fire, war, riot or strike, it will be considered as force majeure and the completion deadlines will be extended accordingly.

#### Article X.

1. This General Agreement contains the full agreement between the Contractor and the Client with regard to the aforementioned football pitches. It supersedes all previous agreements. Subsidiary agreements will not be made. Any retraction, alteration or addition to this contract must be made in writing and signed by authorised representatives of the parties.
2. The requirement for any retraction, alteration or addition to be made in writing can be itself only lifted in writing.
3. Should any individual clause in this contract be found to be completely or partially invalid, it will have no effect on the other clauses. An incomplete or invalid provision should be completed to produce an appropriate provision that is as close as possible to that which the parties would have intended, in light of the purpose of this agreement, had it anticipated the incompleteness or invalidity.
4. The present agreement is governed by Slovak law.
5. The sole place of jurisdiction is Bratislava, Slovakia in case of appeal. The parties renounce the right to initiate any legal proceedings before the courts in the country of their headquarters and/or in the country of the building project.

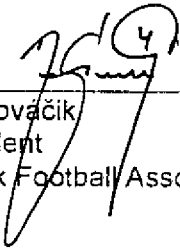
   
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Article XI.

1. The contract has been drawn up in the English version only. This version is authoritative and must be signed by both contractual parties.
2. The contract has been drawn up in three copies, 1 of which shall be handed over to each of the contractual parties.

Bratislava, 02.11.2015.

On behalf of the Client:



Ján Kovačik  
President  
Slovak Football Association



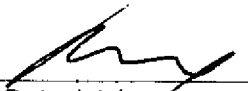
On behalf of the Producer:



Angelo Redolfi  
Commercial Director  
Limonta Sport Spa

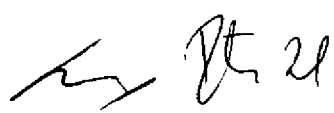
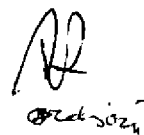
**LIMONTA SPORT S.p.A.**  
Via Crema, 60  
24055 Cologno al Serio (BG)  
C.F. • P. IVA 00354970139

On behalf of the Installer:



Alena Belovická  
Managing Director  
Sport Real, s.r.o.

**SPORT REAL s.r.o.**  
Brnianska 2  
911 05 TREŇČÍN ④  
IČO: 36 626 015



# UEFA HatTrick Programm

## HT IV project artificial pitches - Slovak FA

Tender description for artificial turf third generation

First part 4 projects  
Final 20 projects

<b>Dimension of the pitch</b>
-------------------------------

Playing area 105 x 68 m  
Safety area goal lines 2.50 m  
Safety area touch lines 2.00 m

<b>Total surface / pitch</b>	110 x 72 m	<b>7 920 m<sup>2</sup></b>
------------------------------	------------	----------------------------

Chapter 1	Preliminary work	Unit	Quantity	Unit price	Total Euros
1.1	Handover sub-base Supervision civil work and handover protocol	LS	1	840	3360
<b>Total</b>	<b>Preliminary work</b>				<b>3360</b>

Chapter 2	Site installation	Unit	Quantity	Unit price	Total Euro
2.1	Storage area, security and protection, cleaning and clearing at the end of the job site	Ls	1	840	3360
<b>Total</b>	<b>Site installation</b>				<b>3360</b>

Page 1

Chapter 3	Artificial turf	Unit	Quantity	Unit price	Total Euro
3.1	Supply and installation of a synthetic grass carpet with infill Requirements: FIFA 1 Star Line marking: 11 a-side, color white, width according to goal posts: 12 cm Product: DUO SHAPE 60mm Warranty: 8 years Playing hours / year: 2000 hrs  Technical data sheet and sample (A4) are requested				

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	References in Slovakia and / or in similar climatic conditions (Europe) Consultant / FPP: Preliminary lab -tests (carpet / infill) can be requested before installation of the supplied materials (on bidder's costs) Consultant / FA: Field test (s) will be decided at the final handover (on UEFA costs)	m2	31 680	19,50	617760
3.2	<b>Options:</b>				
3.2.1	Supply and installation of a permeable Geotextile Product Barbibren APPC 150 Barbiflex gr / m2 150	per m2		0,65	
3.2.2	Shock pad prefabricated Product AV 10 GR Sekisui Alveo Thickness 10 mm	per m2		5,00	
3.2.3	Elastic layer in situ Thickness EL 20 Grain size 2-5 mm PUR % 12	per m2		9,50	
<b>Total</b>	<b>Artificial turf</b>				<b>617760</b>

Page 2

Chapter 4	Sports equipment	Unit	Quantity	Unit price	Total Euro
4.1	Supply and installation of: Goals (posts, crossbars, frames; nets and sockets) Corners (posts flags, sleeves)	pc	8	900	7200
		pc	16	70	1120
4.2	<b>Option:</b> 2 Benches, 6 seats per bench (price is intended for 2 benches)	per unit		3200	
<b>Total</b>	<b>Sports equipment</b>				<b>8320</b>

Chapter 5	Maintenance equipment	Unit	Quantity	Unit price	Total Euro
5.1	<b>Nota:</b> Part of the handover Instruction must be given to the groundsmen (min. 2 )  Supply of machines and equipment for maintenance according to the needs of your turf system Supply of tools and spare parts for maintenance equipment Supply of 3t of infill rubber in 25 kg bags (same as the original one)  Brief, detailed description of the equipment is requested (Chapter 4 and 5)	pc	4	6800	27200



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<b>Total</b>	<b>Maintenance equipment</b>				<b>27200</b>
<b>Chapter 6</b>	<b>Ball nets - Option</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Total Euro</b>
6.1	Supply and installation of ball nets behind the goals / pathway safty areas 40m x 6 m x 2, concrete foundations m x m x m, quality description for posts and nets is requested				
		per unit		4500	

Page 3

The FPP and the company authorized by the FPP for the installation of the turf are both joint contractors.  
 Responsible for the project (address):  
 LIMONTA SPORT SPA  
 via Crema, 60 - 24055 - Cologno al Serio (BG) - ITALY  
 Contact person Mr. Angelo Redolfi ;+393356259280

Turf installation company have to be stated:  
 Responsible for the project (address):  
 EKKL a.s. Altyre 582, 767 01 Kromeriz, IC: 27752771, Czech Republic  
 SPORT REAL s.r.o., Brmianska 2, 911 05 TRENCIN, IC: 36626015, SLOVAK REPUBLIC  
 Contact person: Ing. Juraj Suján +421 910 785 066

Summary		Euros
Chapter	Work	Price
1	Preliminary work	3360
2	Site installation	3360
3	Artificial turf	617760
4	Sports equipment	8320
5	Maintenance equipment	27200
<b>Total</b>		<b>660000</b>

Incompleted offers are not accepted

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Validity:

# U E F A HatTrick Programm

## HT IV project artificial pitches - Slovak FA

Tender description for artificial turf third generation

First part 4 projects  
Final 20 projects

### Dimension of the pitch

Playing area 105 x 68 m  
Safety area goal lines 2.50 m  
Safety area touch lines 2.00 m

Total surface / pitch 110 x 72 m 7 920 m<sup>2</sup>

Chapter 1	Preliminary work	Unit	Quantity	Unit price	Total Euros
1.1	Handover sub-base Supervision civil work and handover protocol	LS	1	840	3360
<b>Total</b>	<b>Preliminary work</b>				<b>3360</b>

Chapter 2	Site installation	Unit	Quantity	Unit price	Total Euro
2.1	Storage area, security and protection, cleaning and clearing at the end of the job site	Ls	1	892	3568
<b>Total</b>	<b>Site installation</b>				<b>3568</b>

Page 1

Chapter 3	Artificial turf	Unit	Quantity	Unit price	Total Euro
3.1	Supply and installation of a synthetic grass carpet with infill Requirements: FIFA 1 Star Line marking: 11 a-side, color white, width according to goal posts: 12 cm Product: MAX S P+ 40mm Warranty: 8 years Playing hours / year: 2000 hrs  Technical data sheet and sample (A4) are requested				

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	References in Slovakia and / or in similar climatic conditions (Europe) Consultant / FPP: Preliminary lab -tests (carpet / infill) can be requested before installation of the supplied materials (on bidder's costs) Consultant / FA: Field test (s) will be decided at the final handover (on UEFA costs)	m2	31 680	17,65	559152
3.2	<b>Options:</b>				
3.2.1	Supply and installation of a permeable Geotextile Product Barbibren APPC 150 Barbiflex gr / m2 150	per m2		0,65	
3.2.2	<b>Shock pad prefabricated</b> Product AV 10 GR Sekisui Alveo Thickness 10 mm	per m2	31 680	5,00	158400
3.2.3	<b>Elastic layer in situ</b> Thickness EL 20 Grain size 2-5 mm PUR % 12	per m2		9,50	
<b>Total</b>	<b>Artificial turf</b>				<b>717552</b>

Page 2

Chapter 4	Sports equipment	Unit	Quantity	Unit price	Total Euro
4.1	Supply and installation of: Goals (posts, crossbars, frames; nets and sockets) Corners (posts flags, sleeves)	pc	8	900	7200
		pc	16	70	1120
4.2	<b>Option:</b> 2 Benches, 6 seats per bench (price is intended for 2 benches)	per unit		3200	
<b>Total</b>	<b>Sports equipment</b>				<b>8320</b>

Chapter 5	Maintenance equipment	Unit	Quantity	Unit price	Total Euro
5.1	<b>Nota:</b> Part of the handover Instruction must be given to the groundsmen (min. 2 )  Supply of machines and equipment for maintenance according to the needs of your turf system Supply of tools and spare parts for maintenance equipment Supply of 3t of infill rubber in 25 kg bags (same as the original one)  Brief, detailed description of the equipment is requested (Chapter 4 and 5)	pc	4	6800	27200

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<b>Total</b>	<b>Maintenance equipment</b>				<b>27200</b>
<b>Chapter 6</b>	<b>Ball nets - Option</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Total Euro</b>
6.1	Supply and installation of ball nets behind the goals / pathway safety areas 40m x 6 m x 2, concrete foundations m x m x m, quality description for posts and nets is requested				
		per unit		4500	

Page 3

The FPP and the company authorized by the FPP for the installation of the turf are both joint contractors.

Responsible for the project (address):

LIMONTA SPORT SPA

via Crema, 60 - 24055 - Cologno al Serio (BG) - ITALY

Contact person Mr. Angelo Redolfi ;+393356259280

Turf installation company have to be stated:

Responsible for the project (address):

EKKL a.s. Altyre 582, 767 01 Kromeriz, IC: 27752771, Czech Republic

SPORT REAL s.r.o., Brianska 2, 911 05 TRENCIN, IC: 36626015, SLOVAK REPUBLIC

Contact person: Ing. Juraj Suján +421 910 785 066

Summary

		Euros
Chapter	Work	Price
1	Preliminary work	3360
2	Site installation	3568
3	Artificial turf	717552
4	Sports equipment	8320
5	Maintenance equipment	27200
<b>Total</b>		<b>760000</b>

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Validity:

31.12.2015

# U E F A HatTrick Programm

## HT IV project artificial pitches - Slovak FA

Tender description for artificial turf third generation

First part 4 projects  
Final 20 projects

### Dimension of the pitch

Playing area 105 x 68 m  
Safety area goal lines 2.50 m  
Safety area touch lines 2.00 m

Total surface / pitch 110 x 72 m 7 920 m<sup>2</sup>

Chapter 1	Preliminary work	Unit	Quantity	Unit price	Total Euros
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1.1	Handover sub-base Supervision civil work and handover protocol	LS	1	840	3360
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<b>Total</b>	<b>Preliminary work</b>				<b>3360</b>
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Chapter 2	Site installation	Unit	Quantity	Unit price	Total Euro
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2.1	Storage area, security and protection, cleaning and clearing at the end of the job site	Ls	1	944	3776
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<b>Total</b>	<b>Site installation</b>				<b>3776</b>
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Page 1

Chapter 3	Artificial turf	Unit	Quantity	Unit price	Total Euro
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3.1	Supply and installation of a synthetic grass carpet with infill Requirements: FIFA 1 Star Line marking: 11 a-side, color white, width according to goal posts: 12 cm Product: MAX S P+ 40mm Warranty: 8 years Playing hours / year: 2000 hrs  Technical data sheet and sample (A4) are requested				
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	References in Slovakia and / or in similar climatic conditions (Europe) Consultant / FPP: Preliminary lab -tests (carpet / infill) can be requested before installation of the supplied materials (on bidder's costs) Consultant / FA: Field test (s) will be decided at the final handover (on UEFA costs)	m2	31 680	17,65	559152
3.2	<b>Options:</b>				
3.2.1	Supply and installation of a permeable <b>Geotextile</b> Product <b>Barbibren APPC 150</b> <b>Barbiflex</b> gr / m2 <b>150</b>	per m2		0,65	
3.2.2	<b>Shock pad prefabricated</b> Product <b>AV 10 GR</b> <b>Sekisui Alveo</b> Thickness <b>10 mm</b>	per m2		5,00	
3.2.3	<b>Elastic layer in situ</b> Thickness <b>EL 20</b> Grain size <b>2-5 mm</b> PUR % <b>12</b>	per m2	31 680	8,15	258192
<b>Total</b>	<b>Artificial turf</b>				<b>817344</b>

Page 2

Chapter 4	Sports equipment	Unit	Quantity	Unit price	Total Euro
4.1	Supply and installation of: Goals (posts, crossbars, frames; nets and sockets) Corners (posts flags, sleeves)	pc	8	900	7200
4.2	<b>Option:</b> 2 Benches, 6 seats per bench (price is intended for 2 benches)	per unit	16	70	1120
				3200	
<b>Total</b>	<b>Sports equipment</b>				<b>8320</b>

Chapter 5	Maintenance equipment	Unit	Quantity	Unit price	Total Euro
5.1	<b>Nota:</b> Part of the handover Instruction must be given to the groundsmen (min. 2 )  Supply of machines and equipment for maintenance according to the needs of your turf system Supply of tools and spare parts for maintenance equipment Supply of 3t of infill rubber in 25 kg bags (same as the original one)  Brief, detailed description of the equipment is requested (Chapter 4 and 5)	pc	4	6800	27200

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<b>Total</b>	<b>Maintenance equipment</b>				<b>27200</b>
<b>Chapter 6</b>	<b>Ball nets - Option</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Total Euro</b>
6.1	Supply and installation of ball nets behind the goals / pathway safty areas 40m x 6 m x 2, concrete foundations m x m x m, quality description for posts and nets is requested				
		per unit		4500	

Page 3

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via Crema, 60 - 24055 - Cologno al Serio (BG) - ITALY

Contact person Mr. Angelo Redolfi ;+393356259280

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SPORT REAL s.r.o., Brnianska 2, 911 05 TRENCIN, IC: 36626015, SLOVAK REPUBLIC

Contact person: Ing. Juraj Suján +421 910 785 066

Summary

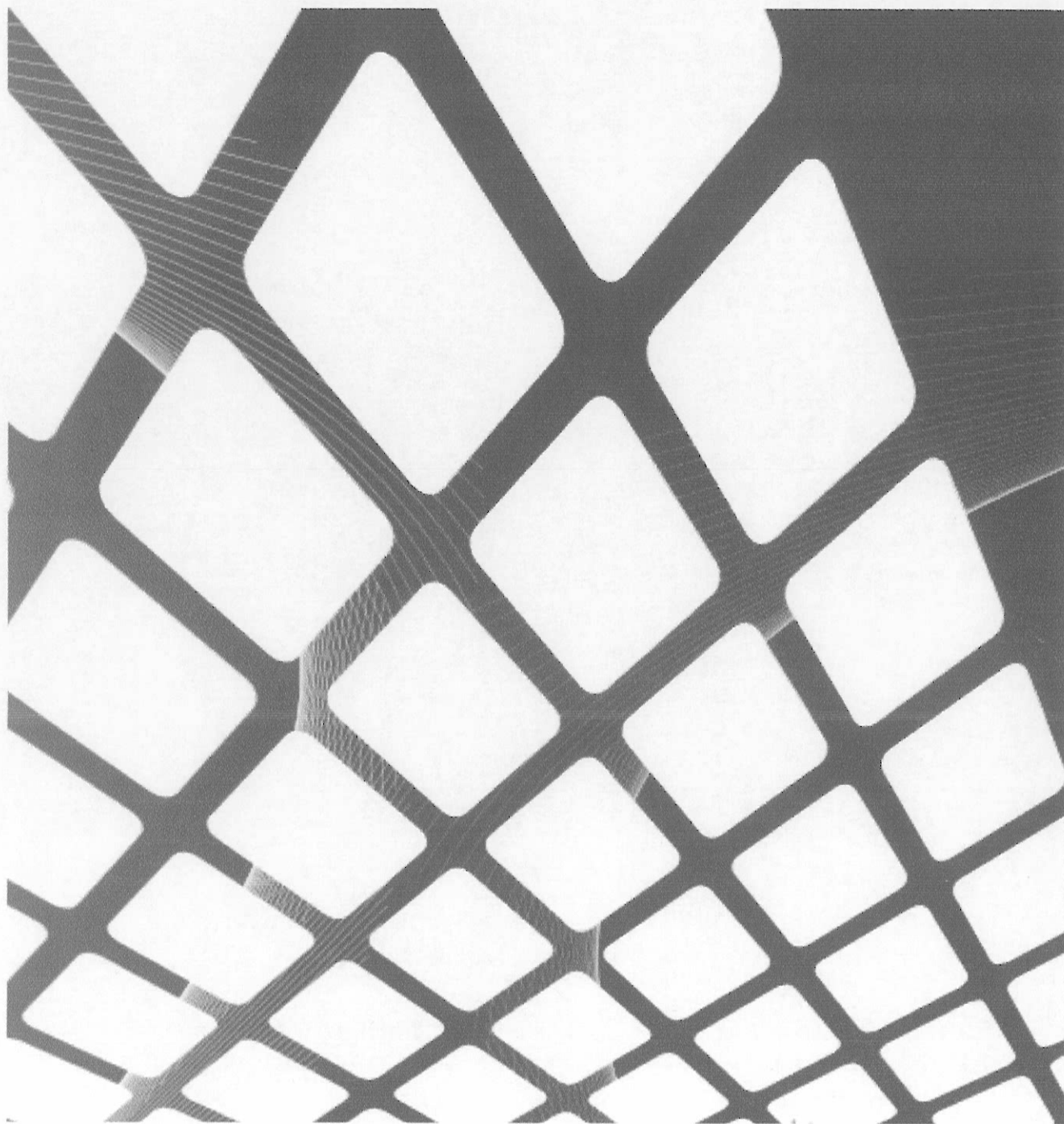
		Euros
Chapter	Work	Price
1	Preliminary work	3360
2	Site installation	3776
3	Artificial turf	817344
4	Sports equipment	8320
5	Maintenance equipment	27200
<b>Total</b>		<b>860000</b>

Incompleted offers are not accepted

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Validity:

31.12.2015



## MAINTENANCE EQUIPMENT

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Limonta Sport Spa  
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**LIMONTA**  
SPORT



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## COMB ON TOW



### TECHNICAL DATA SHEET

#### EQUIPMENT

- Comb with tow-hook

#### USE

- Toll for ordinary maintenance of artificial turf surfaces

#### STRUCTURE

- Steel painted frame
- Steel springs to comb the surfaces with specific resistance value
- Telescopic wheels with adjustable height (30 cm range)
- Medium hardness polyester brush with adjustable height

#### DIMENSIONS

- |                           |                      |
|---------------------------|----------------------|
| • Maximum dimensions      | cm 195 x 155 approx. |
| • Dimensions during usage | cm 155 x 155 approx. |
| • Height                  | cm 90 approx.        |
| • Weight                  | kg 95 approx.        |

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## PHOTOS





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## BRUSH ON TOW



### TECHNICAL DATA SHEET

#### EQUIPMENT

- Brush with tow-hook

#### USE

- Maintenance of artificial turf surfaces for soccer and rugby fields

#### STRUCTURE

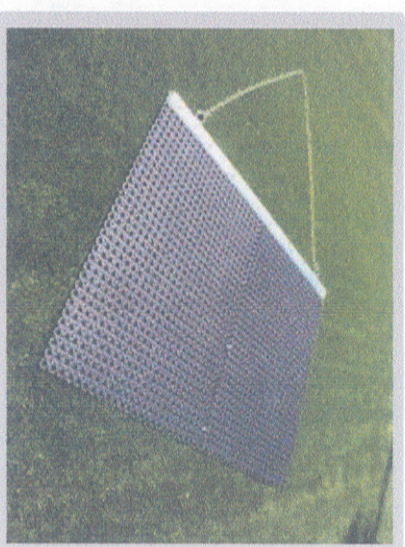
- Iron painted frame
- Polypropylene yarns

#### DIMENSIONS

- cm 240 x 240 x 240 (triangular shape)
- Weight 75 Kg

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## LEVELLING RUBBER NET



### TECHNICAL DATA SHEET

#### EQUIPMENT

- Levelling rubber net

#### USE

- Installation and maintenance for artificial turf surface for soccer, five-a-side, tennis and rugby fields and others. It spreads uniformly the infilling materials and lifts the flattened pile. It is useful for fertilized and monofilament yarns when infilled with rubber performance infill.

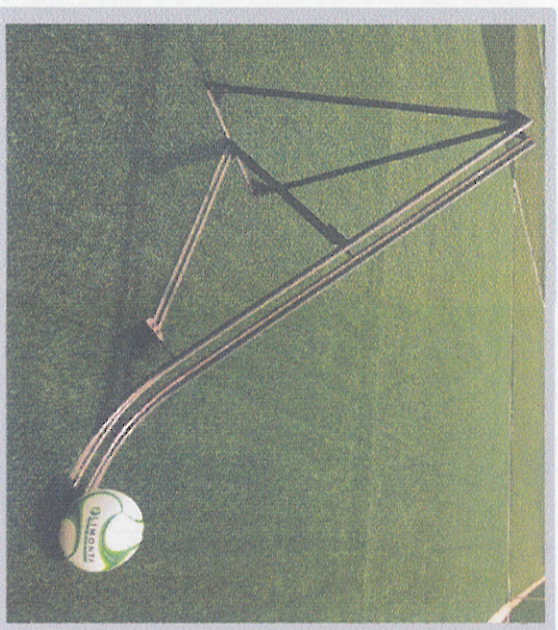
#### STRUCTURE

- Articulated square mesh in rubber. It hasn't to be overloaded because it can modify its characteristics.

#### DIMENSIONS

- cm 200 x 150
- Weight Kg 45,00

## ROLL RAMP



### TECHNICAL DATA SHEET

#### TOOL

- Ramp for the roll ball test

#### USE

- Check the roll ball on football fields (FIFA Test Method 03)

#### STRUCTURE

- Jointed steel frame

#### DIMENSIONS

- cm 55 width x cm 155 depth x cm125 height
- Weight 5 Kg approx.

## TRACTOR FOR MAINTENANCE



### TECHNICAL DATA SHEET

#### EQUIPMENT

- John Deer little tractor for ordinary maintenance

#### USE

- Tractor for towing brushes, rakes, rubber levelling net and other equipment for ordinary maintenance practices suggested by Limonta Sport

#### STRUCTURE

- 18.5 CV 502 cc petrol engine with electric starter
- Garden tyres
- One driver only
- Plate to tow equipment

#### DIMENSIONS

- cm 180 x 100
- Weight kg 160 approx

## 8-YEAR GUARANTEE - SOCCERPRO

### Art. 1 - OBJECT

The floor covering for sports facilities manufacturer by article by Limonta Sport S.p.A. purchased in Italy and installed in Italy or abroad are covered by a guarantee against possible faults and/or defects, under the following conditions.

### Art. 2 - DURATION

The guarantee is valid for 8 (eight) years as of delivery of the product, which must be proved by a document issued by Limonta Sport S.p.A. bearing the date on which delivery was effected, and regardless of the use of the product.

Any replacements and/or repairs effected by way of guarantee shall not under any circumstance give rise to the commencement of a new period of guarantee.

### Art. 3 - PURPOSE

The guarantee is understood to mean the repair and/or partial or total replacement of those parts acknowledged as being defective at origin due to manufacturing faults.

This guarantee covers 95% of the total area of the installation, the remaining 5% corresponds to the normal wear and tear of the most frequently used areas (penalty area, penalty spot, ...).

The guarantee covers:

- a) visible manufacturing defects and/or faults reported prior to the laying and in any case not later than 15 (fifteen) days after delivery of the product, by registered letter with advice of receipt dispatched to Limonta Sport S.p.A., Via Crema, 60, Cologno al Serio (BERGAMO). The postmark shall be proof that the aforesaid registered letter was dispatched in good time.
- b) latent manufacturing defects and/or faults reported by registered letter with advice of receipt dispatched to Limonta Sport S.p.A., Via Crema, 60, Cologno al Serio (BERGAMO), immediately after discovery of the fault and/or defect and in any case within 10 (ten) days subsequent to its discovery. The postmark shall be proof that the aforesaid registered letter was dispatched in good time.

No guarantee is due for any latent defects and/or faults discovered and/or reported after the period of validity of this guarantee, or after 8 (eight) years following delivery of the product.

Both in the case of visible defects and/or faults and in the case of latent defects and/or faults, the report must be accompanied by the purchasing invoice of the product and by a delivery document issued by Limonta Sport S.p.A. or by another probative document issued by the latter bearing the name of the seller and the date on which delivery was effected.

### Art. 4 - CONDITIONS OF ENFORCEMENT OF THE GUARANTEE

The Limonta Sport S.p.A. guarantee can be enforced exclusively after an on-the-spot inspection by a representative of Limonta Sport S.p.A. who shall determine the areas to be replaced and/or the repairs to be carried out.





The Limonta Sport S.p.A. guarantee shall likewise be enforced exclusively whenever all the following conditions have been complied with:

- a) the product has been installed in a workmanlike fashion in compliance with the directions and instructions given by Limonta Sport S.p.A. and with good quality installation materials approved by Limonta Sport S.p.A.;
- b) the product has been used in compliance with its normal intended purpose and with the use of shoes, objects and/or other instruments which are appropriate for the aforesaid product;
- c) the product is utilised in accordance with the regulations in force;
- d) the cleaning and maintenance of the product have been carried out in compliance with the directions and instructions given by Limonta Sport S.p.A.;
- e) the customer is not in arrears with even only one instalment of payment of the price agreed upon;
- f) the product or a component of the latter has not been in any way tempered with, modified, altered and/or otherwise damaged due to causes in any way attributable to the customer.

Any faults and/or defects that may be ascertained, even if included among those covered by the guarantee, shall not give the customer the right to bring action for damages, either direct or indirect, cancellation of the agreement, reduction in price, suspension of payments, nor shall they determine the interruption of the period of validity of the guarantee.

#### **Art. 5 – EXCLUSIONS FROM THE GUARANTEE**

This guarantee is explicitly excluded in the following cases:

- a) installation and/or cleaning and/or maintenance not carried out in a workmanlike fashion and/or not in compliance with the directions of Limonta Sport S.p.A.;
- b) reporting of visible faults and/or defects to Limonta Sport S.p.A. after the laying of the material and in any case more than 15 (fifteen) days after delivery of the product;
- c) reporting of latent faults and/or defects to Limonta Sport S.p.A. not immediately after discovery of the fault and/or defect and in any case more than 10 days subsequent to its discovery;
- d) intentional or unintentional use of the sports facility not in keeping with its normal intended purpose and in particular use of the sports facility for purposes other than for practicing sports;
- e) use of shoes, objects and/or other equipment not suitable for the product;
- f) deterioration of the goods due to a cause unrelated to the goods themselves and/or not to the responsibility of Limonta Sport S.p.A., such as by way of example: natural catastrophes, fire, explosion, flooding, pollution, intense cold which compromises the planarity of the base and which makes the surface dangerous for the users, dust given by a poor cleaning and/or produced by the crumbling of the infill, contact with chemical substances or solvents, accidental breakage, etc...;
- g) acts of vandalism, negligence, carelessness, improper use and abuse;
- h) replacements and/or repairs carried out by third parties prior to reporting the faults and/or defects to Limonta Sport S.p.A. and in any case prior to a representative of the latter carrying out the on-the-spot inspection referred to in art. 4.

Limonta Sport S.p.A. declines all responsibility for any damage which may be incurred, either directly or indirectly, by persons and/or objects as a result of failure to comply with the prescriptions given by the latter on the subject of installation, use and maintenance of the product.

#### **Art. 6 – INDEMNIFICATION CONDITIONS**

For visible manufacturing defects and/or faults, Limonta Sport S.p.A. shall take steps to replace the non-laid portion of the material acknowledged as faulty, or grant a reduction of the selling price originally agreed upon.

For latent manufacturing defects and/or faults, without detriment to that contemplated in art. 3, Limonta Sport S.p.A. shall take steps to repair and/or replace those parts acknowledged as faulty due to manufacturing defects, and this guarantee shall decrease by the natural wear and tear of the material, and namely, the indemnification shall be effected deducting the portion ascribable to the natural wear and tear of the product, from its delivery to the appearance of the defect and/or fault, from the part acknowledged as faulty.

The indemnification excludes all and any other damage and interest due to any cause whatsoever.

In the event of the objective impossibility of carrying out the replacement with an identical material, the Limonta Sport S.p.A. material most similar in appearance, quality and price shall be used.

Limonta Sport S.p.A. is not obliged, by virtue of this guarantee, to grant indemnification exceeding the direct costs of repair and/or replacement.

Under no circumstances may the indemnification exceed the original value of the goods supplied.

No indemnification is due after eight years have elapsed following delivery of the material.

Limonta Sport S.p.A. may not be held responsible for any direct or indirect damages however incurred by the purchaser or by third parties, as a result of the purchase, use or also the non-use of the products for the subject of the sale, including without limitation thereto, damage to physical integrity, as well as damage for loss of earnings, interruption of activity, loss of information or other economic losses.

#### **Art. 7 – SALES BY LEASING**

Whenever the order form contemplates that the product be purchased by a leasing company and granted on lease to the customer who undersigns the order form as the user, the sales contract shall be understood as being executed exclusively after the customer has also

undersigned all the contractual leasing clauses and upon receipt, by Limonta Sport S.p.A., of confirmation from the leasing company of the order undersigned by the user, including these terms agreed upon. In any case, the ownership of the goods shall be transferred exclusively at such time as the entire price agreed upon has been paid.

All and any conditions or agreements stipulated between the user and the leasing company are not opposable to Limonta Sport S.p.A., except whenever they have been specifically approved in writing; otherwise, the seller reserves the right to bring any legal action both against the user and against the leasing company.

#### **Art. 8 - RESERVATION OF OWNERSHIP**

The ownership of the product shall be transferred to the customer exclusively upon full payment of the price agreed upon; the customer shall in all cases undertake the risks pertaining to the loss of or damage to the goods supplied to/her as of the day of delivery or the date of installation.

Non-payment or delayed payment, on the scheduled due date, of the established price or of one single instalment of those agreed upon, shall give Limonta Sport S.p.A. the right to regain possession of the goods, without preliminary advice of default, without detriment to any rights to credit for damages and expenses incurred by Limonta Sport S.p.A. for return of the goods and without any obligation to pay compensation to the defaulting customer.

**LIMONTA SPORT SPA**

*Limonta Sport SpA - Sede Legale: Corso XXV Aprile 167/B - 22038 Erba (CO) Italia*

*Sede amministrativa e stabilimento: Via Crema, 60 - 24055 Colugna Al Serio (BG) Italia - T +39 035 4812111 F +39 035 4812248*

*Sede operativa: Via Egidio Giannessi snc - 56121 Montecatini (PI) Italia - T +39 050 985922 F +39 050 9656192*

*www.limontasport.com - info@limontasport.com*

*P.IVA - C.F. - REG. IMP. CODM.N. 00354970139 - R.E.A. 134556 - Cap. Soc. Euro 2.000.000 i.v. - Sistema Qualita' Certificato UNI EN ISO 9001 - 14001*

## **Amendment Nr. 1 to General Agreement**

for the delivery and installation of four artificial pitches (football pitches) including other materials in accordance with the FIFA recommended 1-Star guidelines at four locations within Slovakia dated as of November 2, 2015 (hereinafter referred to as "General Agreement")

Between

**the Producer:**

Limonta Sport Spa  
Via Crena 62  
240 55 Cologno Al Serio  
Italy

and

**the Installer:**

Sport Real  
Brnianska č. 2  
911 05 Trenčín  
Slovakia

(together the Producer and the Installer hereinafter referred to as '**the Contractor**')

and

**the Client:**

Slovak Football Association  
Tomášikova 30C  
821 02 Bratislava  
Slovakia

(hereinafter referred to as '**the Client**')

(**the Contractor** and **the Client** hereinafter collectively referred to as "**the Parties**")

The Parties intend to modify and amend the General Agreement as set forth in this Amendment Nr. 1 to the General Agreement (hereinafter referred to as "Amendment Nr. 1").

**I.**

1. Word "four" in the title of the General Agreement is replaced by the word "nine" twice.
2. Word "four" in Article I., Section 1. of the General Agreement is replaced by the word "nine".
3. Article III., Section 1. of the General Agreement is replaced in its entirety by the following:

"1. The Parties agree that the contract will be implemented by the parties **from 25.10.2015 to 25.10.2018** under the condition that the sub-base will be prepared and its quality approved by the Contractor or UEFA Consultant at all 9 locations."

4. Word "four" in Article III., Section 2. of the General Agreement is replaced by the word "nine".
5. Word "four" in the first sentence of Article IV. of the General Agreement is replaced by the word "nine".

**II.**

1. Except as set forth in this Amendment, the General Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the General Agreement, the terms of this Amendment will prevail.
2. The Amendment Nr. 1 has been drawn up in the English version only. This version is authoritative and must be signed by both contractual parties.
3. The Amendment Nr. 1 has been drawn up in three copies, 1 of which shall be handed over to each of the Parties.

Bratislava, 1.7.2017

On behalf of the Client:

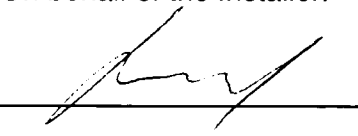
  
\_\_\_\_\_  
Ján Kováčik  
President  
Slovak Football Association



On behalf of the Producer:

  
\_\_\_\_\_  
Angelo Redolfi  
Commercial Director  
Limonta Sport Spa

On behalf of the Installer:

  
\_\_\_\_\_  
Alena Belovická  
Managing Director  
Sport Real, s.r.o.

**SPORT REAL s.r.o.**  
Brnianska 2  
911 05 TRENCÍN ④  
IČO: 36 626 015

**LIMONTA SPORT SPA**  
Via Crema, 60  
21055 COLOCNO AL SERIO (BG)

*Handwritten initials*