

KUPNÍ SMLOUVA PURCHASE AGREEMENT

Číslo kupujícího / Buyer's number: 0462202 14979

Číslo prodávajícího / Seller's number:

entered into pursuant to the applicable provisions of the Act No. 89/2012 Coll., the Civil Code, on hereinafter day, month and year on the basis of their joint consensus and under the following terms and condition by and between the following contracting parties

Vysoké učení technické v Brně

Registered office: Antonínská 548/1, 601 90 Brno

Company ID: 00216305

VAT ID: CZ00216305

Bank details:

Account No. 43-9927470287/0100 kept with KB, a.s.
Public college, not subject to registration in the
Company Register

Mailing address:

Vysoké učení technické v Brně
Central European Institute of Technology
Purkyňova 123
612 00 Brno

Represented by: prof. Ing. Radimír Vrba, CSc.,
Director of the Central European Institute of
Technology,

Representative for material negotiations:
prof. Ing. Pavel Václavek, Ph.D.

on one part and hereinafter only as the “Buyer”

and

ARADEx AG

Registered office:

Ziegelwaldstraße 3, 73547 Lorch, Germany

Company ID: HRB 701828 Ulm

VAT ID: DE146756817

Bank details: Account No. DE49 61450050

0440942285 kept with Kreissparkasse Ostalb, D-
73525 Schwäbisch Gmünd

incorporated in the Company Register kept by Ulm
in Section HRB Insert 701828

Represented by: Michael Schlingmann, CFO

on the other part and hereinafter only as “Seller”

kterou ve smyslu příslušných ustanovení zákona č. 89/2012 Sb., občanského zákoníku uzavřely níže uvedeného dne, měsíce a roku na základě vzájemného konsenzu a za následujících podmínek tyto smluvní strany

Vysoké učení technické v Brně

Sídlem: Antonínská 548/1, 601 90 Brno

IČ: 00216305

DIČ: CZ00216305

Bankovní spojení:

účet č. 43-9927470287/0100 vedený u KB, a.s.

Veřejná vysoká škola, nezapisuje se do obchodního
rejstříku

Korespondenční adresa:

Vysoké učení technické v Brně
Středoevropský technologický institut
Purkyňova 123
612 00 Brno

Zastoupené: prof. Ing. Radimírem Vrbou, CSc.,
ředitelem Středoevropského technologického
institutu

Zástupce pro věcná jednání:
prof. Ing. Pavel Václavek, Ph.D.

na straně jedné a dále v textu pouze jako „kupující“

a

ARADEx AG

Sídlem:

Ziegelwaldstraße 3, 73547 Lorch, Německo

IČ: HRB 701828 Ulm

DIČ: DE146756817

Bankovní spojení: účet č. DE49 61450050

0440942285 vedený u Kreissparkasse Ostalb, D-
73525 Schwäbisch Gmünd

V obchodním rejstříku vedený pod značkou HRB
701828

Zastoupena: Michael Schlingmann, CFO

**na straně druhé a dále v textu pouze jako
„prodávající“**

In case of any change of any of the above mentioned data, the party with respect to which the change occurred shall inform the other party accordingly in a demonstrable manner (in the form of a registered letter) without undue delay. Should any damage arise in consequence of a non-observance or a breach of this obligation, the party in breach shall indemnify the other party in full extent.

Article 1 Subject of Purchase

1.1 In accordance herewith the subject hereof shall be:

DC voltage source – battery simulator.

The subject of purchase is specified in details in a technical description which was submitted by the Seller in its offer of 20. 6. 2016 and which is integrally incorporated herein as the Annex No. 1.

1.2 The Seller undertakes hereby to:

- a) hand over to the Buyer the subject of purchase pursuant to to subparagraph 1.1 and enable the Buyer to acquire the title to such subject of purchase,
- b) fulfil other obligations stated herein,

and the Buyer agrees to takeover the subject of purchase and pay the purchase price in the amount pursuant to art. 2 and in the manner pursuant to art. 3 hereof.

1.3 The Seller and the Buyer have also agreed that, in addition to the above mentioned, the Seller is also obliged and agrees to:

- transport the subject of purchase to the place designated by the Buyer for this purpose,
- carry out the commissioning of the subject of purchase at the place of performance so as it was fully functional and operable,
- properly familiarise operators of the device which is the subject of purchase and train them so as they were able to handle and use the subject of purchase properly and without any complications,
- provide free of charge warranty services during the warranty period,
- the Seller shall hand over to the Buyer

Pro případ, že dojde ke změně kteréhokoli ze shora uvedených údajů, je smluvní strana, u které daná změna nastala, povinna informovat o ní druhou smluvní stranu, a to průkazným způsobem (formou doporučeného dopisu) a bez zbytečného odkladu. V případě, že z důvodu nedodržení nebo porušení této povinnosti dojde ke škodě, zavazuje se strana, která škodu způsobila, tuto nahradit v plné výši.

Článek 1 Předmět koupě

1.1 Předmětem koupě podle této smlouvy je:

zdroj stejnosměrného napětí – simulátor baterie.

Předmět koupě je blíže specifikován v technickém popisu, který předložil prodávající ve své nabídce ze dne 20. 6. 2016 a který je nedílnou součástí této smlouvy jako její příloha č. 1.

1.2 Prodávající se touto smlouvou zavazuje:

- a) odevzdat kupujícímu předmět koupě dle odst. 1.1 a umožnit mu nabýt vlastnické právo k tomuto předmětu koupě,
 - b) splnit další povinnosti uvedené v této smlouvě,
- a kupující se zavazuje předmět koupě převzít a zaplatit kupní cenu ve výši dle čl. 2 a způsobem dle čl. 3 této smlouvy.

1.3 Prodávající a kupující dále ujednávají, že dále je prodávající krom shora uvedeného rovněž povinen a zavazuje se:

- předmět koupě dopravit na kupujícím za tím účelem určené místo,
- provést oživení předmětu koupě v místě plnění tak aby byl plně funkční a provozuschopný,
- náležitě seznámit obsluhu zařízení tvořícího předmět koupě a zaškolit ji tak, aby byla schopna s předmětem koupě bez jakýchkoli komplikací zacházet a řádně ho užívat,
- poskytovat bezplatný záruční servis po dobu záruční lhůty,
- prodávající je povinen kupujícímu nejpozději při předání předmětu koupě předat i veškerou nezbytnou

along with the subject of purchase at latest all necessary documents to the subject of purchase (namely all manuals, certificates of origin of the subject of purchase, CE certificate or declaration of conformity or declaration of incorporation according to Machinery directive 2006/42/EC , annex II, part I, paragraph B) , certificate of compliance with safety requirements as per the standard 89/655 EEC, safety sheets, attests, certificate of compliance with requirements of placing the packaging in the market pursuant to the Czech Act No. 477/2001 Coll. or similar etc.) in Czech or English language, otherwise it fails to fulfil its obligation to properly handover the subject of purchase.

dokumentaci předmětu koupě (zejména všechny návody, manuály, prohlášení o původu Předmětu koupě, CE certifikát nebo prohlášení o zabudování neúplného strojního zařízení dle Směrnice 2006/42/ES, o strojních zařízeních, přílohy II, části I, odstavce B), nebo prohlášení o shodě, potvrzení o splnění bezpečnostních podmínek dle normy 89/655 EEC, bezpečnostní listy, atesty, prohlášení o splnění podmínek uvedení obalu na trh dle zákona č. 477/2001 Sb. nebo obdobného atd.) v českém nebo anglickém jazyce, jinak nesplní svou povinnost řádně odevzdat předmět koupě.

1.4 The Seller represents that:

- a) it is an exclusive owner of the subject of purchase,
- b) the subject of purchase is new, i.e. not used earlier, or overhauled,
- c) the subject of purchase corresponds to this Agreement, i.e. has properties agreed by the contracting parties, and if such provision is missing in the Agreement, then it has such properties which the Seller or the manufacturer described or which the Buyer expected with respect to the character of the subject of purchase.

1.4 Prodávající prohlašuje, že:

- a) je výlučným vlastníkem předmětu koupě,
- b) předmět koupě je nový, tzn. nikoli dříve použitý, a to ani repasovaný,
- c) předmět koupě odpovídá této smlouvě; tzn., má vlastnosti, které si strany ujednaly, a chybí-li ujednání, takové vlastnosti, které prodávající nebo výrobce popsal nebo které kupující očekával s ohledem na povahu předmětu koupě.

**Article 2
Purchase Price**

**Článek 2
Kupní cena**

2.1 The Buyer agrees to pay the Seller:

2.1 Kupující se zavazuje prodávajícímu zaplatit:

A)	The price for the subject of purchase and the transport thereof to the place of performance (without costs of installation and commissioning)	59 735,56 EUR without VAT	A)	Cena za předmět koupě a jeho dopravu na místo plnění (bez nákladů na instalaci a oživení)	59 735,56 EUR bez DPH
B)	The price for commissioning of the subject of purchase at the place of performance – this price shall be adjusted according to the actual Seller's costs. The Seller agrees that the price shall	10 850,00 EUR without VAT + travel costs	B)	Cena za oživení předmětu koupě v místě plnění – tato cena bude upravena dle skutečných nákladů prodávajícího. Prodávající se zavazuje, že cena nepřesáhne uvedenou cenu.	10 850,00 EUR bez DPH + cestovní náklady

	not exceed the state price.				
C)	The price for 1 hour of work on commissioning of the subject of purchase as per the line B) amounts to:	121 EUR without VAT	C)	Cena za 1 hodinu práce na oživení předmětu koupě dle řádku B) činí:	121 EUR bez DPH

2.2 The contracting parties have agreed that the purchase price may be increased only if the subject of purchase changes during performance of the Agreement on the basis of an explicit previous request of the Buyer. Such a change must be dealt with in accordance with the Buyer's internal regulations.

2.2 Smluvní strany se dohodly, že kupní cena může být zvýšena pouze v případě, dojde-li během plnění smlouvy ke změně předmětu koupě na základě výslovného předchozího požadavku kupujícího. Pokud dojde k této změně, pak musí být řešena v souladu s vnitřními předpisy kupujícího.

Article 3 Payment Terms

3.1 The Buyer shall pay the Seller the purchase price in the amount agreed in art. 2.1 line A) of the Agreement on the basis of a tax document - invoice issued by the Seller and demonstrably delivered to the Seller. The Seller has the right to issue the invoice after the subject of purchase is delivered to the place of performance. An approved protocol on delivery of the subject of purchase to the place of performance shall be attached to this Agreement as its annex.

3.2 The Buyer is also obliged to pay the Seller the price for commissioning of the subject of purchase at the place of performance. Such price shall be set according to actual costs of the Seller in accordance with the prices stated in art. 2.1 line B) and C). The Seller may issue the invoice on the basis of an approved protocol of handover and takeover of the subject of purchase by the Buyer free of any defect which shall include the annex with the calculation of the Seller's actual costs.

3.3 The maturity of each invoice (tax document) is 30 days from the day of demonstrable delivery of the Buyer.

3.4 For the purpose hereof the payment of the purchase price (individual invoices) means the day when the financial amount was deducted from the Buyer's bank account.

Článek 3 Platební podmínky

3.1 Kupující je povinen zaplatit prodávajícímu kupní cenu ve výši dohodnuté v čl. 2.1 řádek A) smlouvy na základě jím vystaveného a kupujícímu prokazatelně doručeného daňového dokladu - faktury. Tuto fakturu může prodávající vystavit po dopravení předmětu koupě na místo plnění. Přílohou této faktury bude odsouhlasený protokol o dopravení předmětu koupě na místo plnění.

3.2 Kupující je dále povinen zaplatit prodávajícímu cenu za oživení předmětu koupě v místě plnění. Tato cena bude stanovena dle skutečných nákladů prodávajícího v souladu s cenami uvedenými v čl. 2.1 řádku B) a C). Tuto fakturu může prodávající vystavit na základě odsouhlaseného protokolu o předání a převzetí předmětu koupě jako bezvadného kupujícím, jehož přílohou bude vyčíslení skutečných nákladů prodávajícího.

3.3 Splatnost každé faktury (daňového dokladu) je 30 dnů ode dne prokazatelného doručení kupujícímu.

3.4 Úhradou kupní ceny (jednotlivé faktury) se pro účely smlouvy rozumí den, kdy byla finanční částka odepsána z bankovního účtu kupujícího.

Article 4

Place and Time of performance

- 4.1** The Seller shall transport the subject of purchase to the place of performance no later than within 16 weeks from the day the Agreement was executed.
- 4.2** The Buyer shall subsequently adjust the place of performance) so that the subject of purchase could be properly installed and put into operation. As soon as the place of performance is prepared for activation of the subject of purchase, the Buyer shall inform the Seller of this fact in a demonstrable manner.
- 4.3** The time period of 5 weeks shall start from the day of notice of the completely prepared place of performance during which the Seller shall activate the subject of purchase, and put it into operation.
- 4.4** The Seller shall fulfil its obligation to handover the above mentioned subject of purchase by handing it over to the Buyer free of any defects.
- 4.5** The Seller agrees to transport the Subject of purchase and subsequently activate at the following site:
- Vysoké učení technické v Brně, STI, Purkyňova 123, 612 00 Brno, the Czech Republic
- 4.6** The Buyer represents that it is authorised to takeover the subject of purchase and sign the protocol on transportation of the subject of purchase to the place of performance and at the same time the protocol on handover and takeover of the subject of purchase as free of defect to the Buyer:
- prof. Ing. Pavel Václavek, Ph.D., tel. +420 541 149 888, +420 541 146 413, pavel.vaclavek@ceitec.vutbr.cz

Article 5

Quality Warranty

- 5.1** The Buyer and the Seller have agreed that the warranty period for the subject of purchase as well as for each part of it shall be 12 months from the day the subject of

Článek 4

Místo a doba plnění

- 4.1** Prodávající se zavazuje dopravit předmět koupě na místo plnění nejpozději do 16 týdnů ode dne uzavření smlouvy.
- 4.2** Následně kupující upraví místo plnění tak, aby předmět koupě mohl být řádně nainstalován a zprovozněn. Jakmile bude místo plnění nachystáno pro oživení předmětu koupě, kupující toto prokazatelně oznámí prodávajícímu.
- 4.3** Ode dne oznámení kompletně připraveného místa plnění započne běžet lhůta 5 týdnů, ve které prodávající předmět koupě oživí a uvede do plně funkčního a provozuschopného stavu.
- 4.4** Prodávající splní svou povinnost odevzdat shora uvedený předmět koupě tím, že tento bude převzat jako bezvadný kupujícím.
- 4.5** Prodávající se zavazuje Předmět koupě dopravit a následně provést oživení v níže uvedeném místě:
- Vysoké učení technické v Brně, STI, Purkyňova 123, 612 00 Brno, Česká republika
- 4.6** Kupující prohlašuje, že je jeho jménem oprávněn převzít předmět koupě a podepsat protokol o dopravení předmětu koupě na místo plnění a současně protokol o předání a převzetí předmětu koupě jako bezvadného kupujícím:
- prof. Ing. Pavel Václavek, Ph.D., tel. +420 541 149 888, +420 541 146 413, pavel.vaclavek@ceitec.vutbr.cz

Článek 5

Záruka za jakost

- 5.1** Kupující a prodávající ujednávají, že záruční doba na předmět koupě stejně jako na každou jeho část je 12 měsíců ode dne, kdy byl předmět koupě jako bezvadný převzat

purchase was accepted by the Buyer as free of defect.

5.2 The warranty for quality and repairs of the subject of purchase shall be attended at the following place in Europe:

- ARADEX AG, Ziegelwaldstraße 3, 73547 Lorch, Germany

5.3 The Seller warrants that the subject of purchase shall have for the entire warranty period the properties agreed herein, required by legal regulations or normal with respect to the use or the properties requested by the Buyer.

5.4 During the warranty period the Seller shall perform all repairs which are a pre-condition of validity of the warranty free of any charge. The price of warranty repairs and maintenance pursuant to this subparagraph is included in the purchase price.

Article 6

Handover of the Subject of Purchase

6.1 The Seller shall deliver the subject of purchase to the place of performance within the time period set in art. 4.1 hereof. After the subject of purchase is delivered, the protocol of transportation of the subject of purchase shall be prepared and signed. The protocol shall be approved by the Buyer's representative as a basic document for issuing an invoice pursuant to art. 2.1 line A).

6.2 The Seller shall then activate the subject of purchase within the time limit pursuant to art. 4.3 hereof. During the installation and activation of the subject of purchase the Seller shall also prove the compliance with the technical parameters of the subject of purchase stated in the Annex No. 1 hereof.

6.3 After the subject of purchase of completely activated and put into operation, it shall be accepted as free of defect. The protocol shall be approved by the Buyer's representative and an annex shall be attached to it which shall include the quantification of the Seller's actual costs in accordance with art. 2.1 lines B) and C).

kupujícím.

5.2 Záruka za jakost a opravy předmětu koupě budou řešeny na tomto místě v Evropě:

- ARADEX AG, Ziegelwaldstraße 3, 73547 Lorch, Německo

5.3 Prodávající je odpovědný za to, že po celou záruční dobu bude mít předmět koupě vlastnosti sjednané ve smlouvě a vlastnosti požadované právními předpisy anebo vlastnosti obvyklé s ohledem na účel užívání anebo vlastnosti kupujícím vytyčené.

5.4 Prodávající je povinen v průběhu záruční doby provádět bezplatně veškeré servisní úkony, jejichž provedením podmiňuje platnost záruky. Cena záručního servisu dle tohoto odstavce je součástí kupní ceny.

Článek 6

Převzetí předmětu koupě

6.1 Prodávající předmět koupě dopraví na místo plnění ve lhůtě dle čl. 4.1 smlouvy. Po dopravení předmětu koupě bude sepsán protokol o dopravení předmětu koupě. Protokol bude odsouhlasen zástupcem kupujícího a bude podkladem pro fakturaci dle čl. 2.1 řádku A).

6.2 Následně prodávající předmět koupě oživí v termínu dle čl. 4.3 smlouvy. Během této instalace a oživování předmětu koupě prodávající také prokáže splnění technických parametrů předmětu koupě uvedených v příloze č. 1 smlouvy.

6.3 Po kompletním oživení a uvedení předmětu koupě do provozuschopného stavu dojde k protokolárnímu převzetí předmětu koupě jako bezvadného. Protokol bude odsouhlasen zástupcem kupujícímu a jeho přílohou bude vyčíslení skutečných nákladů prodávajícího v souladu s čl. 2.1 řádku B) a C).

6.4 The Buyer has the right to refuse to accept the subject of purchase as free of defect in case that defects and/or backlogs have not been removed.

6.4 Kupující je oprávněn odepřít převzetí předmětu koupě jako bezvadného v případě neodstranění vad a/nebo nedodělků.

Article 7 Joint and Final Provisions

7.1 The Seller agrees without any reservation with the publication of its identification and other data stated in the Agreement, including the price, on the contracting entity's (Buyer's) profile <https://www.tenderarena.cz/profily/Vut> in accordance with Section 147a of the Act No. 137/2006 Coll., on Public Contracts, as amended.

7.2 The Seller shall be entitled to assign its rights and obligations arisen from this Agreement to a third party only subject to the Buyer's previous written consent. The provisions of Section 1879 of the Civil Code shall not apply.

7.3 Non-enforceability and/or invalidity or ineffectiveness of any provision hereof shall not affect the enforceability and/or validity and/or effectiveness of the remaining provisions hereof. Should any provision hereof become invalid and/or effective, the contracting parties hereby agree to start negotiations and agree as soon as possible on an acceptable way of the execution of the intentions contemplated by such provision hereof which lost its validity and/or effectiveness and/or enforceability.

7.4 This Agreement has been drawn up in four (4) counterparts with a legal force of an original copy, of which the Seller shall receive two (2) and the Buyer shall also receive two (2) counterparts.

7.5 The Agreement shall come into force and effect as of the day of its signing by both contracting parties.

7.6 Any dispute which may arise out of this Agreement or in connection herewith shall be resolved by the competent courts of the the Federal Republic of Germany, and each party accepts such jurisdiction as convenient.

Článek 7 Ustanovení společná a závěrečná

7.1 Prodávající bez jakýchkoliv výhrad souhlasí se zveřejněním své identifikace a dalších údajů uvedených ve smlouvě včetně ceny na profilu zadavatele (kupujícího) <https://www.tenderarena.cz/profily/Vut> v souladu s § 147a zákona č. 137/2006 Sb., o veřejných zakázkách, ve znění pozdějších změn.

7.2 Prodávající je oprávněn přenést svoje práva a povinnosti z této smlouvy na třetí osobu pouze s předchozím písemným souhlasem kupujícího. Ustanovení § 1879 občanského zákoníku se nepoužije.

7.3 Nevynutitelnost a/nebo neplatnost a/nebo neúčinnost kteréhokoli ujednání této smlouvy neovlivní vynutitelnost a/nebo platnost a/nebo účinnost jejích ostatních ujednání. V případě, že by jakékoli ujednání této smlouvy mělo pozbyt platnosti a/nebo účinnosti, zavazují se tímto smluvní strany zahájit jednání a v co možná nejkratším termínu se dohodnout na přijatelném způsobu provedení záměrů obsažených v takovém ujednání této smlouvy, jež platnosti a/nebo účinnosti a/nebo vynutitelnosti pozbyla.

7.4 Tato Smlouva byla vyhotovena ve čtyřech (4) stejnopisech s platností originálu, přičemž prodávající obdrží dvě (2) a kupující dvě (2) vyhotovení.

7.5 Tato smlouva nabývá platnosti a účinnosti okamžikem jejího podpisu oběma smluvními stranami.

7.6 Jakýkoli spor vyplývající z této Smlouvy nebo v souvislosti s ní bude rozhodován příslušnými soudy Spolkové republiky Německo, přičemž každá ze Smluvních stran prohlašuje, že takovou příslušnost považuje za jí vyhovující.

7.7 This Agreement may only be amended in writing and the contracting parties hereby explicitly exclude other ways or forms of an amendment hereto. For this purpose a written form shall not include any actions made by electronic or other technical means (email, fax). The contracting parties may object the invalidity of an amendment hereto on the grounds of non-compliance with a prescribed form at any time, even if the performance has already started.

7.8 This Agreement contains a full agreement about the subject hereof and about all essential requisites which the parties should and wanted to include in the Agreement and which they consider important to make this Agreement binding. Neither any manifestation of will made by the contracting party during negotiations regarding this Agreement, nor any manifestation made after this Agreement is concluded, will be construed in conflict with explicit provisions hereof, nor shall it establish an obligation on the part of any of the contracting parties.

7.9 This Agreement has been concluded in English and Czech language. In case of any conflict between the English and the Czech version, the English version shall prevail.

7.7 Tuto Smlouvu lze měnit pouze písemně, přičemž smluvní strany výslovně vylučují jiné způsoby či formy změny této smlouvy. Za písemnou formu se pro tento účel nepovažuje jednání učiněné elektronickými či jinými technickými prostředky (e-mail, fax). Smluvní strany mohou namítnout neplatnost změny této smlouvy z důvodu nedodržení formy kdykoliv, i poté, co bylo započato s plněním.

7.8 Tato smlouva obsahuje úplné ujednání o předmětu smlouvy a všech náležitostech, které smluvní strany měly a chtěly ve smlouvě ujednat, a které považují za důležité pro závaznost této smlouvy. Žádný projev smluvních stran učiněný při jednání o této smlouvě ani projev učiněný po uzavření této smlouvy nesmí být vykládán v rozporu s výslovnými ustanoveními této smlouvy a nezakládá žádný závazek žádné ze smluvních stran.

7.9 Tato Smlouva je sepsána v anglickém a českém jazyce. V případě rozporu mezi anglickou a českou verzí je anglická verze rozhodující.

Annexes:

Annex No. 1 – Technical Specifications of the Subject of Purchase

Annex No. 2 – General Purchase Terms and Conditions in English language

Přílohy:

Příloha č. 1 – technická specifikace předmětu koupě

Příloha č. 2 – všeobecné nákupní podmínky v anglickém jazyce

V Lorch dne / In Lorch dated: 21. Juli 2016

V Brně dne / In Brno, dated: 25. 7. 2016

podpis, otisk razítka

podpis, otisk razítka

.....
Michael Schlingmann, CFO

.....
prof. Ing. Radimír Vrba, CSc.,
ředitel Středoevropského technologického
institutu VUT v Brně / Director of the Central
European Institute of Technology of VUT in Brno

Zdroje stejnosměrného napětí - simulátor baterie

DC Voltage Source - Battery Simulator

č. /No.	požadavek česky	requirement in english	hodnota /value	upřesnění	specification
1	stejnosměrné vstupní napětí	DC input voltage	700V		
2	výstupní napětí regulovatelné v rozsahu	output voltage selectable in the range	20V - 600V	nebo širší	or better
3	přesnost výstupního napětí	output voltage accuracy	1%	nebo lepší	or better
4	výstupní proud (do výkonového omezení)	output current (till the power limitation)	400A	nebo vyšší	or higher
5	maximální výstupní výkon	maximum output power	200kW	nebo vyšší	or higher
6	režim napěťového zdroje - nastavitelné výstupní napětí s nastavitelnou limitací výstupního proudu	voltage source mode - selectable output voltage with selectable output current limitation		ANO	YES
7	režim proudového zdroje - nastavitelný výstupní proud s nastavitelnou limitací výstupního napětí	current source mode - selectable output current with selectable voltage limitation		ANO	YES
8	nastavitelné omezení výstupního výkonu	selectable output power limitation		ANO	YES
9	maximální hmotnost	maximum weight	400kg		
10	maximální rozměry	maximum dimensions	1200x600x2200mm		
11	chlazení vodou	water cooling		ANO	YES
12	obousměrný tok energie	bi-directional energy flow		ANO	YES
13	simulátor baterie	battery simulator		ANO	YES
14	rozhraní pro modely baterie v prostředí Matlab/Simulink	interface for battery models designed in Matlab/Simulink		ANO	YES
15	možnost provozu s/bez připojeného PC	operation with/without attached PC		ANO	YES
16	připojení řídicího PC přes Ethernet	control PC connection via Ethernet		ANO	YES
17	LabView interface	LabView interface		ANO	YES

18	SW nástroje pro monitorování zdroje	SW tools for power source monitoring		ANO	YES
19	SW nástroje pro návrh HMI	SW tools for HMI design		ANO	YES
20	minimální doba trvání záruky	minimal guarantee period	12	měsíců	months
21	servis v ČR nebo v rámci Evropy	service in Czech Republic or in Europe		ANO	YES

I. Scope of deliveries / services

a. General provisions

The scope of deliveries and services is determined by the written declarations of both parties. If no such declarations exist, the written order confirmation of ARADEX is decisive. In the absence of a written order confirmation, the conditions of the written order apply. The general terms and conditions of the customer, however, only apply to the extent that ARADEX has expressly approved them in writing.

Protective devices shall be provided as required by law or as expressly agreed upon.

Operating and installation instructions shall be supplied in German and in English.

The regulations of the German Institute of Electrical Engineers (VDE) will apply to all deliveries or services insofar as they are relevant to the safety of the deliveries or services. Differences are admissible as long as the same safety is guaranteed in another way.

ARADEX reserves all rights of ownership and the use of copyright for cost estimates, drawings, calculations, software, and other documents without restriction. These shall only be made available to third parties with the prior consent of ARADEX. All offers and documents shall be immediately returned if the order is not placed. This also applies accordingly to the documents of the customer.

Ancillary agreements are only effective if they are confirmed in writing.

b. Scope of supply of software / firmware

If the delivery of software or firmware is included in the order, the following additionally applies if no written agreements have been made between ARADEX and the customer:

- In the case of standard software / firmware and technology modules, the customer shall receive a non-exclusive, perpetual license to use this software with the supplied goods. The right of usage is transferable in the framework of the contractual agreements. Copies are only allowed for the intended use. The customer is not entitled to modify the software, unless this is expressly permitted by copyright law. In addition, the following general terms and conditions of ARADEX listed under II. apply to the liability, warranty, as well as to the industrial property rights and copyright in particular.

- If software is specially created for the customer ("software application"), the customer has the non-exclusive right, unlimited by time and location, to use the software in any way, in particular to copy it as often as desired and to use it for the customer's own purposes. The customer is free to transfer ordinary or exclusive licenses to third parties, in part or in whole, without the consent of ARADEX. However, if the customer modifies the supplied software, the liability of ARADEX for defects will expire for the scope of these modifications. Otherwise, the following general terms and conditions of ARADEX will apply.

- The supply of source code requires a corresponding written agreement.

II. Prices and terms of payment

The prices are valid at delivery, without installation or assembly, ex works, excluding packaging and plus the respective legal value added tax. In cases where ARADEX is responsible for commissioning or assembly and no other provisions have been agreed upon, the customer shall bear all incidental costs, such as travel expenses and costs for transporting the materials, as well as daily allowances, in addition to the agreed remuneration.

Unless otherwise agreed in writing, payments shall be due within 30 days net or 8 days less 2% discount, free of transaction charges to the designated account of ARADEX.

ARADEX is entitled to demand interest to the amount of 5% p.a. for outstanding receivables from the day on which payment was due, without a notice of default being required.

The customer may only set off such counter-claims that are not contested or that have been conclusively determined by a court of law.

If installment payments have been agreed upon, the entire outstanding debt shall become immediately due for payment without further reminder in the event that the customer is in delay with an installment payment in whole or in part for longer than 10 days.

III. Retention of title

ARADEX retains title to the delivery items until all obligations to the customer have been met. In the case that the value of all security rights exceeds the amount of all secured claims by

more than 20%, ARADEX shall release a corresponding part of the security rights upon request by the customer.

As long as the retention of title is effective, the customer is prohibited from pledging or transferring by way of security the items supplied, and only resellers are authorized to resell the items, subject to the reseller receiving payment from the reseller's client or with the proviso that the property does not pass to the client until the latter has met its financial obligations.

In the event of any seizures, attachment, or other disposition or intervention by third parties, the customer must promptly inform ARADEX.

In the case of breaches of duty of the customer, in particular in the case of default in payment, ARADEX is entitled to cancellation and to take the goods back after the unsuccessful expiry of a deadline set for the customer to comply. The statutory provisions on the dispensability of setting deadlines remain unaffected. The customer is obliged to surrender the retained goods. Taking back the goods and claiming retention of title, respectively, or seizing the reserved goods by ARADEX does not signify withdrawal from the contract, unless such is expressly declared by the supplier.

The customer is permitted to process or transform the reserved goods or combine the same with other items. The processed, transformed, or combined product are regarded as reserved goods.

In the case of processing, transformation, or combination with other items not belonging to ARADEX, ARADEX is entitled to co-ownership of the new item to the amount of the proportion resulting from the ratio of the value of the processed, transformed, or combined reserved goods to the value of the new item at the time of the processing, transformation, or combination.

IV. Deadlines for deliveries / services

In regard to the deadlines for deliveries or services, the written declarations from both parties apply. Adherence to deadlines depends on the timely receipt of all documentation to be supplied by the customer, any necessary approvals, releases, timely approval of plans, as well as adherence to the agreed payment conditions and other obligations. If these preconditions are not met in good time, the delivery deadline shall be extended accordingly.

The deadline is deemed to be met:

- In the case of delivery without commissioning or assembly, when the operationally ready shipment is delivered for dispatch or is collected within the agreed delivery / service period. In the event that the dispatch is delayed for reasons for which the customer is responsible, the deadline is deemed complied with upon notification that the shipment is ready for dispatch within the agreed period.

- In the case of delivery with commissioning or assembly, when it has been effected during the agreed period.

If the non-observance of deadlines is the result of force majeure, e.g., mobilization, war, riot, or similar events, such as strike or lock-out, the agreed upon deadlines shall be prolonged reasonably.

If ARADEX is in default, the customer - insofar as it has been proven that the customer has suffered damages from this - can demand compensation for each week of the default, in the amount of 0.5% per week and a maximum total of 5% of the price for the part of the deliveries that could not be put into operation owing to the default.

Both demands for compensation by the customer because of delays in performance as well as demands for compensation in lieu of performance that exceed the previously stated limits are excluded in all cases of late delivery. The exceptions from X. § 4 apply.

Upon request by ARADEX, the customer is obliged to declare within a reasonable period whether the customer will rescind the contract or insist on performance of the delivery.

V. Transfer of risk

The risk is transferred to the customer even when freight-paid delivery is agreed:

- In the case of delivery without commissioning or assembly, when the shipment is delivered for dispatch or is collected. Packaging and dispatch are done with the greatest care and judgment. Upon the customer's request and at the customer's expense, ARADEX will insure the shipment against breakage, transport, and fire damage.

- In the case of delivery with commissioning or assembly, on the day of acceptance at the customer's company; if test operation is agreed upon, after perfect test operation. It is presumed in such cases that the test operation or acceptance at the customer's company takes place immediately following the commissioning or assembly. If the customer declines the offer of test operation or

acceptance at the customer's company, the risk will transfer to the customer for the period of the delay.

- If the delivery or the performance of the commissioning or assembly is delayed for reasons for which the customer is responsible, the risk is transferred to the customer for the period of the delay.

VI. Assembly and commissioning

The customer shall provide and bear the costs of the following:

- All earth works, construction work, and other ancillary work that is outside of the sector of ARADEX, including the necessary workers, building materials, and tools
- The required equipment and materials necessary for assembly and commissioning, such as scaffolding, lifting gear and other devices, combustion materials, and lubricants
- Energy at the point of use, including connections, heating, and lighting
- Sufficiently large, suitable, dry, and lockable rooms at the place of installation to store materials, tools, etc., and suitable work and staff rooms for the installation personnel, including sanitary facilities according to the circumstances; furthermore, the customer shall take the same measures to protect the assets of ARADEX and the installation personnel at the building site that would be taken to protect the customer's own assets
- Protective clothing and protection devices required on the installation site due to special circumstances.

Prior to the start of commissioning or assembly, the provisions and items required for commencing the work shall be at the place of installation or assembly, and all preliminary work shall have progressed so far, prior to the beginning of setup, that the commissioning or assembly can be started according to agreement and performed without interruption. The access roads and the place of commissioning or assembly shall have been leveled out and cleared.

If the assembly or commissioning is delayed owing to circumstances beyond the control of ARADEX, the customer shall bear the costs for the waiting time and the additional travel of ARADEX personnel to a reasonable amount.

ARADEX is not liable for the work of its personnel if this work is directly ordered by the customer.

If ARADEX has taken on the order on the basis of individual invoicing, the following provision applies as well:

- The customer shall pay ARADEX the cost rates for work time as well as for planning and supervision that were agreed upon at the commissioning of the work. In addition, remuneration shall be provided for travel expenses, per diem allowance, days off, holidays, as well as the costs for transporting the required material.

If ARADEX demands acceptance of the delivery upon completion, the customer shall carry out the acceptance within two weeks. If this is not done, the acceptance is deemed to have been effected. Acceptance will also be considered to have taken place when the delivery has been put into operation - if applicable, after a stipulated test phase.

VII. Acceptance

Delivered items shall be accepted by the customer even if there is evidence of minor faults. Partial deliveries shall be permitted.

VIII. Liability and defects

ARADEX is liable for defects in quality as follows:

All those parts or services that exhibit a defect of quality within the warranty period shall, as ARADEX sees fit, be repaired or redelivered free of charge, provided that the cause of this defect was already present at the time the risk was transferred, without regard to the duration of operation.

Claims for defects expire 12 months after the statutory commencement of the limitation period. This does not apply to the extent that the law under §§438, para. 1, no. 2 (building structures and components for structures), 479 para. 1 (recourse claim), and 634a, para. 1, no. 2 (building defects) BGB prescribes longer periods, as well as in the case of premeditation, fraudulent concealment of the defect, and the failure to observe a guarantee of quality.

The customer is required to immediately give written notice of defects to ARADEX.

In the event of notices of defects, payments of the customer may be retained in a reasonable ratio to the material defects incurred. The customer may retain payments only if a notice of defect is given whose justification is beyond doubt. If the notification of defect is unjustified, ARADEX is entitled to demand the reimbursement of incurred expenses from the customer. The customer is not entitled to withhold payments if the warranty claims have become time-barred.

ARADEX shall first be given an opportunity to provide subsequent performance within a reasonable period.

If the subsequent performance is unsuccessful, the customer is entitled to rescind the contract or reduce the remuneration; any claims for damages the customer may have according to the following shall be unaffected.

Warranty shall be excluded in the case of merely insignificant divergence from the agreed quality, of only irrelevant impairment of the usability, of natural wear and tear, and of damage that occurred after the transfer of risk due to improper or careless handling, excessive use, unsuitable means of operation, or that occur as a result of special external influences that had not been taken into consideration under the agreement, as well as for non-reproducible software defects. If the customer or third parties improperly perform modifications or maintenance work, there shall be no claims for defects for this and the resulting consequences.

Claims by the customer for the purpose of subsequently fulfilling necessary expenses, especially transportation, routing, labor and material costs, are excluded to the extent that the expenses increase because the object of delivery was subsequently delivered to a location other than the customer's delivery address, unless the delivery complies with the intended use of the product.

Damage claims by the customer against ARADEX and its vicarious agents due to a material defect are excluded, in particular any claim to compensation of damages not originating from the delivered object itself or property damages. This does not apply to malicious concealment of the defect, non-compliance with a guarantee of quality, injury to life, body, health or freedom, and in the case of intentional or grossly negligent breach of duty by ARADEX.

IX. Impossibility, contract adjustment

To the extent that delivery is not possible, the customer is entitled to demand compensation unless ARADEX is not responsible for such impossibility. However, the claim for compensation of the customer shall be confined to 10% of the value of the part of the delivery that cannot be put into appropriate operation due to the impossibility. This restriction is not applicable as far as cases of intent, gross negligence, or injury to life, body, and health are concerned, which are legally subject to liability. The right of the customer to withdraw from the contract remains unaffected.

If unforeseen events significantly change the financial importance or the content of the delivery or service or significantly affect the operation of ARADEX, the contract will be adapted as appropriate, provided this is done in good faith. Should this not be economically justifiable, ARADEX reserves the right to withdraw from the agreement. If ARADEX intends to exercise its right to withdrawal, ARADEX shall notify the customer thereof without undue delay after having realized the repercussions of the event; this also applies even where an extension of the delivery period has been previously agreed upon with the customer.

X. Termination, other claims for damages

If the customer terminates the contract acc. to § 649 BGB before completion of the work, ARADEX is entitled to demand a lump-sum remuneration of the services rendered and the expenses occurred before termination, to the amount of 10% of the contract sum instead of the remuneration acc. to § 649 S.2 BGB.

The customer is granted the right to prove that ARADEX has actually incurred lower services and expenses.

Claims for compensation for damages by the customer for whatever legal reason at all, particularly from the point of view of a positive violation of claims, due to the violation of obligations arising from contract negotiations and from actions that are not permitted, are excluded.

This does not apply where liability is legally mandated, such as under the Product Liability Act, in cases of malicious intent and gross negligence, in cases of injury to life, body, or health, or failure to fulfill essential contractual obligations. Claims for damages for the violation of important contractual obligations are, however, limited to contract-typical, predictable damages, provided there is no intent or gross negligence or that liability is assumed on account of damage to life, body, or health.

XI. Industrial property rights and copyright

Unless otherwise agreed, ARADEX is only obliged to deliver the contract object free of industrial property rights and proprietary rights of third parties in the country where the delivery takes place. Insofar as a third party asserts justified claims against the customer owing to the infringement of property rights through deliveries made by ARADEX that are used as per contract, ARADEX shall be held liable to the customer within the deadlines stated in VIII. para. 2 as follows:

a. ARADEX shall at its choice and at its cost either obtain a right of use for the relevant deliveries, change the contract object to the extent that the property right is not infringed, or exchange the contract object. If this is not possible for ARADEX under reasonable conditions, the customer is entitled to withdraw or reduce the purchase price.

b. The liability of ARADEX to pay damages is governed by Sect. X.

c. The above-mentioned obligations of ARADEX only apply if the customer notifies ARADEX immediately in writing as to the enforcement of claims by the third party, does not recognize such violation, and ARADEX retains the right to defend itself against such accusations and to negotiate the matter. If the customer suspends the use of the delivery to minimize damages or for other important reasons, the customer shall undertake to inform the third party that the suspension of use does not involve any acknowledgment of an infringement of a property right.

d. Claims of the customer are excluded insofar as the customer is responsible for the infringement of the property right. This is especially the case insofar as the customer has made the modifications to the contract object responsible for the property right infringement in the framework of the contract according to use or the customer uses the contract object together with products not supplied by ARADEX.

In the case of other defects of title, the provisions of VIII. apply accordingly.

Further claims or any other claim of the customer against ARADEX and its vicarious agents for defects in title apart from those regulated in this article are excluded.

XII. Place of jurisdiction

The place of jurisdiction for all disputes arising out of this contractual relationship is the location of ARADEX headquarters.

The contractual relations are governed exclusively by German law.

XIII. Binding nature of the contract

In the event that individual provisions of the agreement are legally invalid, the remaining provisions will remain in force. This does not apply if continued adherence to the contract would constitute unreasonable hardship for one of the parties.