

PURCHASE CONTRACT

Pursuant to the provisions of § 2079 et seq. Act No. 89/2012 Coll., the Civil Code (the "Civil Code"), concluded the following day, months and one year, on the basis of mutual consensus and under the following conditions, these Contracting Parties

Buyer: Mendel University in Brno
with its registered office: Zemědělská 1665/1, 613 00 Brno
Statutory body: prof. Dr. Ing. Libor Jankovský, Dean of the Faculty of Forestry and Wood Technology
The contractual negotiation is entitled: prof. Dr. Ing. Libor Jankovský, Dean of the Faculty of Forestry and Wood Technology

Budget Manager: doc. Dr. Ing. Jindřich Pavliš, project investigator
contact person
in technical matters: XXXXX,
e-mail: XXXXX
XXXXX

Company ID: 62156489
Tax ID: CZ62156489
Banking: XXXXX
account number: XXXXX

on the one hand and further in the text only as "Buyer"

and

Seller: Agriserve Agro Limited
based: Fens Investent Building, Lusaka Showgrounds, Lusaka, Zambia
address for delivery (if different from the above): as above
acting: Liesel Otten
Company ID: 120160000861
Tax ID: 1003584065
bank connection: XXXXX
account number: XXXXX
Entry in the Commercial Register kept: Section, Insert
on the other hand and further in the text only as the "Seller"

In the event of any change in any of the foregoing, the Party to which the change occurred has the obligation to inform the other Party thereof in a probative manner (by means of a registered letter or e-mail message signed by a guaranteed electronic signature, in accordance with Act No. 227/2000 Coll., on Electronic Signature and on Amendments to Some Other Acts), without undue delay. In the

event that damage is caused due to non-compliance or breach of this obligation, the party causing the damage undertakes to replace it in full.

Article 1

Subject of Supplies

1.1 The fulfillment and purpose of this Purchase Agreement is the supply of seeds, feed and fertilizers, detailed in Annex 1 to this Agreement. The definition of the subject of this Agreement specifies the detailed technical specification of the goods contained in Annex 1 to this Agreement and forms an integral part thereof.

1.2 The Seller declares that the subject matter fulfills all the conditions set forth by the legal regulations for the use of the subject of performance for the purpose of the contract and that the Buyer submits all the documents and documents necessary for the use of the goods. The untruthfulness of this statement is considered to be a material breach of this Agreement and the Seller undertakes to indemnify Buyer for any damages, costs, or sanctions that the Seller will incur as a result of a violation of this statement.

- Transport of goods to the place of performance.
- Technical and application familiarization of users with goods.

1.3 The detailed filling range including the required parameters is given in Annex 1 - Technical Specification of the Equipment. By signing this agreement, the seller declares in particular that the goods:

- (a) is the exclusive property of the seller and does not bind him or her with any other rights of third parties,
- b) is new, original, unused has no de facto or legal defect,
- c) the goods correspond to this contract, ie. has properties that the parties have negotiated and, in the absence of an arrangement, such features as the seller or the manufacturer has described or which the buyer expects, having regard to the nature of the case and the advertising made by them, is fit for the purpose resulting in particular from that contracts.

1.4 Non-provision of parts of the subject of fulfillment in accordance with Clause 1.2 of this Agreement and non-fulfillment of the technical parameters defined in Annex 1 of this Agreement, technical standards and standards prescribed by applicable legislation shall be considered a material breach of this Agreement.

1.5 The Seller hereby undertakes to supply the Buyer with the subject of Deliverables pursuant to this Agreement and to transfer to it the title to this Supply.

1.6 The Buyer undertakes to pay for this Delivery the price in accordance with Article 2 and in the manner specified in Article 3 of this Agreement.

Article 2

Delivery Price

2.1 The Buyer undertakes to pay the Seller (below to be filled out by the Supplier):

Supply of seeds, feed and fertilizers USD excluding VAT

Grass seed (Brazseed - 100 kg, Mombaza-Panicum maximum - 50 kg, Marandu - Brachiaria - 50 kg).....	7.400,00 USD
Tree seed (Glyricidia sepium 3 kg, Faidherbia albida 5 kg, Albisia skull 3 kg, Leucaena leucocephalla 5 kg, Cassia siamea 3 kg, Albizia samantrop 3 kg, Casuarina equistefiloia 3 kg, Mango sp. 5 kg, Avocado sp. Moringa sp. 15 kg).....	4.100,00 USD
Fertilizer mixtures increasing soil fertility - 100 ha.....	9.140,00 USD
Hatching for cattle - 100 adult cows + calves in shortage period.....	5.778,90 USD
Mineral substances for cattle - 100 adult cows + calves.....	3.380,10 USD
TOTAL for the subject of performance.....	29.799,00 USD

Article 3

Payment Terms

3.1 The Buyer is obliged to pay the Seller for the Delivery the price at the amount stipulated in Article 2 of the Contract on the basis of the issued by the Buyer and the Received Tax Receipt. The tax document may be issued only on the basis of the Buyer's acknowledged delivery and receipt protocol.

3.2 VAT shall be charged at the amount determined in accordance with the legislation in force at the date of the taxable transaction. The price is highest and can not be exceeded under any conditions, except for changes in VAT rates. The price includes all and final costs associated with the agreed and stated range of performance.

Attachment and part of the tax document must be:

Buyer-certified delivery protocol for delivery and delivery of the Supplies as impeccable.

3.3 The Seller shall issue the tax document within 15 days from the date of the taxable transaction and shall deliver it to the Purchaser within 5 calendar days of the issue.

3.4 The Buyer pays the Buyer to the Seller by bank transfer to Seller's bank account specified in the text of this Agreement on the basis of the tax document issued by the Seller on the date of the taxable transaction, which is the date of signing of the delivery receipt. The maturity of the tax document is set by agreement between the parties within 30 days after the receipt of the tax document by the Buyer.

3.5 The tax document shall contain the particulars of the tax and accounting document according to the valid legislation of the Republic of Zambia.

Article 4

Delivery time and location

4.1 The Seller undertakes to deliver (deliver) the above-mentioned Supply no later than the deadline:

- Until 31 December 2018.

4.2 At the same time, the Seller agrees that, having regard to the nature of the Deliverable, it will notify the entitled person always in sufficient time (at least 3 working days) and will demonstrably inform the Authorized Person that he intends to deliver the Supply, otherwise the Buyer is not obliged to take over the Supply.

4.3 The Seller undertakes to deliver the delivery at the place of performance of the contract: Czech

Center of Excellence, Kaisi, Republic of Zambia.

Article 5

Warranty and rights from defective performance

5.1 The Seller is liable for defects in material and legal matters, including defects inherent in the goods at the time of delivery to the Purchaser, defects found between the delivery of the Goods to the Purchaser and the commencement of the warranty period and defects identified during the Warranty Period.

A guarantee for the quality of the goods is negotiated. The Seller warrants that the Goods will retain the properties specified in this Agreement during the warranty period, in particular all the features defined in Appendix 1 to this Agreement, and that during the warranty period under this Article, it will be eligible for everyday use. The warranty period of the delivered goods will be at least:

12 months (in words: twelve months). The aforementioned warranty period begins to run on the date of delivery of the goods to the buyer.

Article 6

Contractual fines and damages

6.1 In the event of Seller's delay in delivery, the Purchaser is entitled to charge a contractual penalty of 0.5% of the purchase price for each commenced day of delay, but for a maximum of 150 days.

6.2 In the event of the Purchaser defaulting to pay the price for the delivered delivery, Seller is entitled to charge the Buyer a contractual penalty of 0.5% of the amount due for each day of delay.

Article 7

Provisions common and final

7.1 The unenforceability and / or nullity and / or ineffectiveness of any provision of this Agreement shall not affect the enforceability and / or the validity and / or effectiveness of its other arrangements. Should any provision of this Agreement be terminated and / or effective, the Contracting Parties undertake to enter into negotiations and, as soon as possible, to agree on an acceptable manner of implementation of the intentions contained in such agreement of this Agreement as to the validity and / or effectiveness and / or enforceability.

7.2 This Agreement has been made in three (3) copies of the original, with the Seller receiving one (1) and the Purchaser two (2) copies.

7.3 This Agreement shall enter into force at the time of its signature by both Contracting Parties.

7.4 This Agreement shall enter into force on the date of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., The Act on the Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and the Register of Contracts (Contract Registers Act) in the Register of Contracts.

7.5 In the event of a situation foreseen in Section 7 (1) or (2) of the Contract Registry Act (termination of the contract from the beginning), the Contracting Parties undertake:

- act in such a way that the consequences are revalidated, ie the correction by publishing the relevant parts of the contract in the register of contracts;
- If, despite the decision of a court or superior body, they consider the protection of the interests

mentioned in paragraph 7.7 of this Article to be justified, they will respect the rights acquired in good faith, and undertake in this context not to exercise the right to unjust enrichment and reimbursement of the provided service and that none of the parties will be entitled to the claim or to the unjust enrichment / return of the provided service from the canceled contract to a third party. They also waive the right to compensation for damages incurred in connection with non-disclosure or improper or incomplete disclosure of the contract in the Registry of Contracts.

7.6 An integral part of this contract is Appendix No. 1 - Technical Specification of the Subject of Performance.

7.7 The Contracting Parties hereby declare that they have been properly informed with the contents of this Agreement that this Agreement is a manifestation of their serious, free and wills of simple misconduct, is not in distress and / or under considerably unfavorable conditions to which they attach the following signatures .

7.8 Buyer and Seller agree to publish a complete purchase contract, including attachments on the contracting entity's profile and in the contract register.

7.9 The Purchaser shall ensure the publication of the concluded contract in the register of contracts.

Attachments: Technical Specifications

In Brno on 17. 12. 2018

In Lusaka on 11. 12. 2018

For Buyer

For Seller

.....

prof. Dr. Ing. Libor Jankovský

děkan LDF

.....

Liesel Otten

financial manager

.....

doc. Dr. Ing. Jindřich Pavliš, Project Coordinator

Supply of seeds, feed and fertilizers

Attachment no. 1 - technical specification		
Item	expected value (in USD, no VAT)	provider's offer (in USD, no VAT)
Grass seeds: Brazseed - 100 kg, Mombaza - Panicum maximum - 50 kg, Marandu - Brachiaria - 50 kg	8690	7400
Tree seeds: Glyricidia sepium 3 kg, Faedherbia albida 5 kg, Albizia lebek 3 kg, Leucaena leucocephalla 5 kg, Cassia siamea 3 kg, Albizia samantrop 3 kg, Casuarina equistefiloia 3 kg, Mango sp. 5 kg, Avocado sp. 5 kg, Moringa sp. 15 kg	4340	4100
Fertilizers increasing soil fertility - 100 ha	8690	9140
Hay for cattle - 100 adult cows + calves in shortage period	6510	5778,9
Mineral substances for cattle - 100 adult cows + calves	2170	3380,1
	SUM	30400
		29799