

Purchase contract – Renewal of humidity soil sensors in Domaninek

concluded pursuant to the provisions of Section 2079 et seq. of Act No. 89/2012 Sb., the Civil Code,
as amended,

on the day, month and year set out below between:

Ústav výzkumu globální změny AV ČR, v. v. i.

with registered office at: Bělidla 986/4a, Brno, Post Code 603 00, Czech Republic

represented by: director prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c.

ID. No.: 86652079

VAT No.: CZ86652079

incorporated in the Register of Public Research Institutes administered by the Ministry of Education,
Youth and Sports of the CR

bank connection: 61722621/0710

hereunder referred to as the „Buyer“

and

trading company

Campbell Scientific Limited

with registered office at: 80 Hathern Road, Shepshed, Loughborough, Leicestershire

Post Code LE 12 9GX

represented by: Simon Dawe

hereunder referred to as the „Seller“

I

Subject of the Contract

1. The Seller undertakes to deliver to the Buyer following:
 - a. CS616 WATER CONTENT REFLECTOMETER C/W 15 METRES (42 pieces)
 - b. 107 THERMISTOR PROBE 15M (LOOSE 1K RES) (12 pieces)

The Buyer undertakes to take the subject of the purchase from the Seller and pay the purchase price agreed under Clause IV herein.

II

Time, place and manner of delivering the subject of the purchase

1. The Seller undertakes to deliver the subject of the Contract to the Buyer **no later than 20 working days from the Contract execution**. The Seller meets his duty to deliver the subject of the purchase when the Buyer takes over the subject of the purchase in a complete and perfect condition.

2. The Seller shall deliver the subject of the purchase to the Buyer to the place of destination, being the head office of the **Ústav výzkumu globální změny AV ČR, v. v. i** (*Global Change Research Institute CAS*), at Bělidla 986/4, Brno, 603 00, unless the Parties agrees otherwise.

3. The Seller undertakes to deliver to the Buyer, along with the subject of the purchase, all documents related to the subject of the purchase, in particular: detailed operating instructions or manuals related to the subject of the purchase, certificates of warranty related to the subject of the purchase.

III Duties of the Parties

1. The Seller shall provide the subject of the purchase to the Buyer within a specified period and defined place, in the required quantity, quality, workmanship and packaging and provide the Buyer with documents related to the subject of the purchase and allow the Buyer to acquire the title to the subject of the purchase.

2. The Buyer shall take over the subject of the purchase delivered in a due and timely manner, inspect it and pay the agreed purchase price.

3. The Seller agrees to co-operate with any reasonable request for information to enable financial checks to be carried out by the buyer for a period of 5 years following completion of the contract.

4. The Seller shall enable inspection and access by inspection bodies also to the premises of potential subcontractors. The Seller furthermore undertakes to provide cooperation to the inspection bodies with respect to provision of information and documents on his activities under this Contract.

5. The Seller shall also ensure the fulfilment of all duties imposed on the Seller under this Contract under potential subcontracts.

IV Purchase price

1. The Buyer undertakes to pay the Seller a purchase price specified below for the delivery of the subject of the Contract set out under Clause II herein:

Price excl. VAT 8240.88 EUR

2. The agreed purchase price is agreed as the **highest permissible unexceedable price** and covers all costs incurred by the Seller in relation to the delivery of the subject of the purchase to the destination defined under Clause II (2) herein.

3. The purchase price is payable on the basis of an invoice issued by the Seller.

4. Payment is agreed in full prior to shipment of the goods.

5. The invoice issued by the Seller under this Contract shall meet the statutory requirements for a tax document. If the invoice fails to meet the aforesaid requirements, the Buyer will be entitled to return it to the Seller and the Seller shall issue a new invoice with a new due date. In such a case, the Buyer will not be in default of payment of the invoice.

6. The Buyer is entitled to suspend any payment in favour of the Seller if the Seller delays the performance of any obligation towards the Buyer under this Contract.

7. The Buyer's obligation to pay the agreed purchase price is met on the day when the invoiced amount is debited from the bank account held by the Buyer.

8. The Seller undertakes not to assign any receivable related to the Buyer under the Contract to a third party.

V Guarantee period, defect liability, claim terms

1. The Seller shall provide a quality guarantee for the subject of the purchase for a period of **12 months**. The guarantee period commences on the delivery of the complete and perfect subject of the purchase to the Buyer in the form of a protocol.

2. Defect claims during the guarantee period shall be filed by the Buyer with the Seller in writing without undue delay after identifying such a defect. The Seller undertakes to respond to the claim no later than 5 days from its delivery.

3. The guarantee period will be extended by the period commencing on the date of the claim filing and terminating on the date when the defect is made good. If the Seller fails to respond to the claimed defect it is understood that the defect has been recognised.

4. The Seller undertakes to **make good the claimed defect** as quickly as technically feasible; however, no later than 30 days from the date of receiving a written claim from the Buyer unless the Parties agree otherwise.

5. During the guarantee period, the Seller shall make good all identified defects and deficiencies of the subject of the purchase at his own expense and responsibility. The buyer will return faulty goods to the supplier for diagnosis and if necessary repair. The freight costs and responsibility for the good will remain with the buyer until the good are received at the seller's place of business. If the Seller fails to make good the claimed defect in a due and timely manner within the specified period, the Buyer shall be entitled to have the defect rectified at the Seller's expense provided agreement is first sought and subsequently given by the seller.

VI

Sanctions, fiction of service

1. If the Seller delays the delivery of the complete and perfect subject of the purchase, the Parties agree on the duty of the Seller to pay the Buyer a contractual penalty of 0.2% of the price of delivery for each day of the Seller's delay.

2. If the Buyer delays the payment of the purchase price, he shall pay the Seller a contractual interest on late payment of 0.02 % of the due amount for each day of delay.

3. The Parties agree that all deliveries duly sent by any of the Parties shall be considered delivered on the fifth day from the demonstrable sending, regardless whether the Party that is the recipient has taken over the delivery or not.

VII

Withdrawal from the Contract

1. The Contract may only be terminated in cases defined herein or under law.

2. The Parties agree that a **material breach of the Contract** under which the affected Party is entitled to withdraw from the Contract in **understood, in particular, as:**

- Commencement of insolvency proceedings against the Seller, commencement of liquidation of the Seller or if the trade licence of the Seller is revoked

- Seller's delay in delivering the subject of the purchase in a duration over 45 days

- Seller's delay in eliminating guarantee defects in a duration over 45 days

- If the Buyer fails to pay the purchase price to the Seller for subject of the purchase within a reasonable period (*however, a min. of 2 weeks*) determined in a written payment reminder delivered to the head office of the Buyer

- If the Seller assigns his duty to deliver the subject of the purchase or a part thereof to a different Seller without a written consent of the Buyer.

3. The notice of withdrawing from the Contract shall be made in writing and becomes effective upon delivery to the other Party. The notice of withdrawal shall specify the reasons for the withdrawal.

4. All right and duties of the Parties under the Contract shall terminate upon the withdrawal from the Contract. Notwithstanding this fact, the withdrawal from the Contract does not cover the claim for damages incurred as a result of a breach of the Contract, nor the contract provisions concerning dispute settlement between the Parties and the claim for contractual penalties.

5. The Party receiving a consideration from the other Party prior to the withdrawal from the Contract shall return the consideration. If the consideration is returned by a Party withdrawing from the Contract, this Party is entitled to the settlement of related expenses.

VIII

Other and final provisions

1. This Contract has been executed upon agreement between the Parties on its entire content.
2. The legal relationships between the Parties arising out of this Contract and legal relationships between the Parties not explicitly stipulated herein shall be governed by the legal regulations of the CR, in particular, the relevant provisions of the Commercial Code, as amended.
3. The Parties agree that the court competent to adjudicate and rule over all disputes arising between the Buyer and Seller out of or in connection with the Contract is the **general court of the Buyer**.
4. The Contract may only be changed or amended by written amendments consecutively numbered in an ascending order, explicitly declared as amendments hereto and signed by authorised signatories of the Parties.
5. This Contract shall come into force and effect upon signature by both Parties.
6. The Parties declare that this Contract has been executed as their free act and deed and in witness whereof they affix their signatures.
7. The following annexes form an integral part hereto:
Annex No. 1 – Description of the items
8. This Contract has been executed in two counterparts and each of the Parties shall receive one of them.

Done at Brno on 1. 12. 2016

Done at Leicestershire on 29. 11. 2016

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for the Buyer
Ústav výzkumu globální změny AV ČR, v. v. i.

prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c.

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for the Seller
Campbell Scientific Limited

Simon Dawe

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Annex No. 1: Description of the items (price in EUR excluding VAT):

Description	Number of unit	Unit price	Total price
1. CS616 WATER CONTENT REFLECTOMETER C/W 15 METRES	42	171	7.182,-
2. 107 THERMISTOR PROBE 15M (LOOSE 1K RES)	12	79,99	959,88
Shipping and handling	1	99.00	99.00
TOTAL			8240.88 EUR