

Purchase Order (PO)

Purchase Order Number/Date:

4500872746 / 17.01.2019

Contact person/Telephone/Mobile phone:

Delivery place: DAP Ceska Televize, Kavci hory

Supplier:

Registered Office:

Panther GmbH

Am Bahnhof 19

85653 AYING-MÜNCHEN

DEUTSCHLAND

VAT ID No.: DE129432599

Client:

Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4, CR

Established by the Act No. 483/1991 Coll., on Czech Television

Not registered in the Czech Commercial Register

Represented by: Petr Dvořák

Bank Connection: Česká spořitelna, a.s., Praha 4

Bank Account No.: GB61BARC2078986249

ID No.: 00027383 VAT ID No.: CZ00027383

SWIFT (BIC) Code: GIBACZPX

Thereinafter referred to as "The Client"

The Supplier's No. in the Client's system: 200591

Thereinafter referred to as "The Supplier"

Invoice to: Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4

Please quote the Purchase Order No. and the Invoiced Item No. in all invoices and related correspondence.

In case of missing Purchase Order No. the invoice could not be processed and it will be returned to the Supplier.

Please consider this Purchase Order as binding and confirm it by 30.04.2019 at the latest.

Referring to your Quotation we would like to order the following:

Delivery date: 30.04.2019

Place of the Services Provision: Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4, Czech Republic

The Requested Time of the Services Provision: 17.01.2019 - 30.04.2019

Currency: EUR

An integral part of this order is the tender dossier for a small scale public procurement procedure "Provision of a new remote head for a camera crane" where the terms and conditions of business that are binding on this order are set.

Item	Service	Specification	The Program No./Title
	The Ordered Amount	Unit	The Unit Price
			The Item price
0	4100000	New remote head for a camera crane	21861333093/1000
	in accordance with the seller's offer and the technical and price specification of subject-matter of the public contract		
	1	Total	75.953,75

Total net item price excl. VAT tax:

75.953,75

PAYMENT CONDITIONS:

The Supplier shall issue either (I) the invoice for the total price or (II) the invoices for the individual items' prices. VAT will be reverse charged.

The stated prices are the most highly admissible and include all costs of the Supplier associated with the performance of the subject-matter of the PO. The Client shall pay the price (s) to the Supplier pursuant to a tax document - invoice (thereinafter as "the invoice") issued by the Supplier until 14 days since the proper delivery of goods. The Client shall not provide any advance payment. An invoice shall be payable within 30 days of the day of its delivery to the Client, by cashless transfer to the account specified by the Supplier on the invoice. The parties agree that the day an invoiced amount is debited to Client's account shall be regarded as the day an invoice is paid.

The invoice must contain all the essentials stated for invoices by the relevant act valid in a country of the Supplier's registered office.

 Both Client and Supplier hereby agree that the Supplier is entitled to submit electronic invoices (tax documents) via e-mail. Such invoices shall be submitted in PDF format from the Supplier's e-mail address to the following Client's e-mail address: faktury@ceskatelevize.cz.

Date of the invoice's delivery to the Client's mailbox shall be deemed to be the day of invoice's delivery to the Client, which shall be also deemed to represent the consent to use electronic invoices.

The Supplier is kindly requested to attach the original tax domicile certificate to the invoice to enable drawing of tax benefits according to a double tax treaty between the Czech Republic and the country of the Supplier's residence.

If Supplier is a VAT payer, then increases the price of VAT, and state such increased price on the invoice.

The Supplier - a VAT payer undertakes to state on invoices (tax documents) only the account published by the tax administrator in a manner allowing remote access within the meaning of Act No. 235/2004 Coll., on Value Added Tax as amended ("VAT Act"), i.e. in the Register of VAT Payers. In the event

Purchase Order (PO)

Purchase Order Number/Date:

4500872746 / 17.01.2019

Contact person/Telephone/Mobile phone:

Delivery place: DAP Ceska Televize, Kavci hory

Supplier:

Registered Office:

Panther GmbH

Am Bahnhof 19

85653 AYING-MÜNCHEN

DEUTSCHLAND

Total net item value EUR **75.953,75**

that the Supplier fails to state such account on the invoice (tax document), the Client is entitled, at its sole discretion, to pay the Supplier the price either (i) to the account published by the tax administrator in a manner allowing remote access within the meaning of the VAT Act, or (ii) to the account stated on the invoice (tax document), where, in both of these cases, the Client is at the same time entitled to proceed in accordance with the following sentence; if the Client proceeds to do so, its contractual obligation to pay the price and the amount of VAT to the Supplier shall cease to exist. The Client is entitled, at its sole discretion, to pay VAT on the taxable supply in accordance herewith on behalf of the Supplier directly to the tax administrator within the meaning of the VAT Act (i.e. to the account of the tax administrator); if the Client proceeds to do so, its contractual obligation to pay the amount of VAT to the Supplier shall cease to exist.

GUARANTEE:

The Supplier provides the quality guarantee of the goods as well as the guarantee for the quality of all its parts. The Supplier also guarantees that the goods shall be new, fully functional, eligible for the usage towards the arranged (usual) purpose and that the goods shall maintain the arranged (usual) qualities and it shall be completely without defects. The guarantee period shall start to run since the proper takeover of the goods and takes 24 months.

SANCTIONS:

In case of the late Supplier's goods delivery the Client reserves the right to claim the interest on late payment amounting to 0,20 % from the total price per every commenced day of this delay.

In case of the late Client's payment with the invoice the Supplier reserves the right to claim the interest on late payment amounting to 0.03 % (*in words: three hundredths per cent*) from the debt on invoice not fully paid when due per every commenced day of this delay.

In every single case of the late Supplier's repair of goods (start of the repair or the defect's removal) the Client reserves the right to claim the penalty amounting to 0,20 % from the net purchase price per every commenced day of this delay.

The maturity of all the penalties is 15 (fifteen) calendar days since the delivery of an invoice issued for a penalty to another party.

The Supplier is not entitled to set any further penalties against the Client. The rights of the Client and the Supplier for damages beyond the penalties according to relevant provisions of the Civil Code remain unaffected.

OTHER PROVISIONS:

The Supplier is not entitled to change or complement the PO's wording in any way - in particular to add further penalties to the PO's wording or to add other provisions, unless it is allowed by these commercial terms. Should the Supplier attach its general commercial terms to the PO, the Supplier would acknowledge and by accepting the offer would agree that any penalties, withdrawal from the PO and other provisions deteriorating the Client's position comparing to these commercial terms or terms stated in the Civil code, are invalid. In case of the contradiction between the Supplier's general commercial terms added to the PO's wording and commercial terms stated in the PO the latter terms take precedence.

During the performance of the PO's subject-matter the Supplier undertakes not to allow the performance of illegal work defined in the § 5 letter e) of the Act No. 435/2004 Coll. on Employment, as amended.

The commercial relations between the Client and the Supplier not governed by the PO shall be regulated in accordance with the laws of the Czech Republic, especially the Civil Code.

All disputes, which may arise out of or in connection with the PO, shall be primarily settled in friendly understanding and negotiations. However if such friendly settlement cannot be arrived within a reasonable time after the occurrence of the dispute, both Client and the Supplier agree that, according to § 89a of the Act No. 99/1963 Coll., The Civil Procedure Code, the Prague 4 District Court, respectively the Prague Municipal court shall be the court having local jurisdiction. For preventing any potential questions, both Client and the Supplier agree that said disputes shall be referred to the exclusive jurisdiction of the Czech courts.

The Supplier, as an assignor, is obliged not to transfer its rights and obligations arising from the PO or its part to a third person.

Should any information in this Agreement be highlighted in yellow, the parties mutually agree that such information shall be redacted (blackened out) pursuant to the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws - hereinafter as the "Act on Registration of Agreements"). Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to the appropriate measures of the Parties to keep such information confidential. Only the Client shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 30 days commencing upon its execution. Provided that the Client does not make this Agreement public within this time period, either Party shall be authorized to make this Agreement public pursuant to the Act on Registration of Agreements.

It is hereby agreed that rights and obligations, which (as the case may be) have arisen from performance of obligations within the subject-matter of this Agreement in the period before it came into effect, shall be replaced by rights and obligations arising from this Agreement. The performance of obligations within the subject-matter of this Agreement in the period before it came into effect shall be regarded as performance in accordance with this Agreement, and the rights and obligations, which have arisen from such performance, shall be governed by this Agreement.

This Purchase Order (i.e. the Client's contract offer) cannot be accepted with any changes and/or other amendments.

Purchase Order (PO)

Purchase Order Number/Date:

4500872746 / 17.01.2019

Contact person/Telephone/Mobile phone:

Delivery place: DAP Ceska Televize, Kavci hory

Supplier:

Registered Office:

Panther GmbH

Am Bahnhof 19

85653 Aying-MÜNCHEN

DEUTSCHLAND

Total net item value EUR 75.953,75

Date 4.1.2019

Date 28.01.2019

Czech Television

Petr Dvořák

The Supplier

Panther GmbH


PANTHER
PANTHER GMBH
Am Bahnhof 19
85653 Aying-München
www.panther.tv



Technical and price specification : Remote head for camera crane
 IDEC: 218 #13 33093 / 1000

Item	Title - description	Unit	required quantity	price per unit, excl. VAT	Price per required quantity, excl. VAT	Product name/code	Manufacturer
1.	Remote head	pcs	1	70 872,50 EUR	€ 70 872,50		
	<p>General technical requirements for remote head:</p> <ul style="list-style-type: none"> - Functional technological unit of a new remote head allowing movement along two axes, with the option to add a third movement axis at a later time and provide the possibility to control the lens (focus, zoom, aperture control) - Controlling the remote head using Pan Bar - AC power supply - Integrated digital electronics located in the remote head body - Digital data transfer over one single control cable with an integrated coaxial cable for video signal - Integrated control of lenses servo motors (focus, zoom, aperture) for both, film and video lenses, with auto-calibration - Integrated safety light - DC maintenance-free motors - Silent vertical and horizontal operation, maintenance-free bearings - Power supply and signal transfer to the inside of the head using HD slip rings to allow unlimited rotation of the camera - Easy handling due to user-friendly keypad and LCD-display - Possibility to store remote head and lens motors movements and recall them any time later - PC interface - Max. 3 transport cases for complete system <p>Technical data:</p> <ul style="list-style-type: none"> - Load capacity of remote head: min. 40 kg - Weight of remote head: max. 20 kg - Dimensions: length: max. 45 cm, depth: max. 15 cm, width: max. 70 cm - Mounting of remote head: aluminium alloy - Head mount: aluminium allows the camera to be balanced - Carrying handle on the remote head to enable easy transport - Power supply: 12 V, max. 0.5 A at Standby, max. 13 A at full motor power - Electronics: 32-bit microprocessor technology - Resolution of pan- and tilt-movements: min. 200 000 steps / turn - Attaching remote head using the Mitchell adapter <p>Basic remote head assembly:</p> <ul style="list-style-type: none"> - Two-axis remote head - HD slip rings for both rotation axes - Servoelectronics for lenses - 3 film lens motors + 3 motor holders (on bars with a diameter of 15 mm and 18 mm) + 3 motor cables - Pan Bar controlling unit for PAN and TILT movements - head controlling unit, keypad, LCD-display, handles with lens controlling - Data cable 20 m - 1 piece - Power cable 18 m - 1 piece - Power cable 20 m - 1 piece - Power supply + power cord - Cable connecting the handle to the control unit - 2 pieces - Set of gears for different types of lenses - 1 set 						
3.	Spare power cable 18 m	pcs	1	181,25 EUR	€ 181,25		
4.	Spare power cable for film lenses	pcs	1	160,00 EUR	€ 160,00		
6.	Spare motor holder	pcs	1	138,75 EUR	€ 138,75		
7.	Spare cable connecting the handle to the control unit	pcs	1	221,25 EUR	€ 221,25		
8.	Spare set of gears for different types of lenses	sets	1	225,00 EUR	€ 225,00		
9.	10 lenses controlling Canon and Fujinon video lenses, incl. Cables	sets	2	1 235,00 EUR	€ 2 470,00		
	Total				€ 75 603,75		

The supplier is obliged to fill in all fields highlighted by this colour

INVITATION TO THE TENDER - PUBLIC CONTRACT
1. TITLE OF PUBLIC CONTRACT

Title of public contract:	Provision of a new remote head for a camera crane
Item identification number (IDEC)	21861333093/1000

2. IDENTIFICATION OF THE CONTRACTING AUTHORITY

Name:	Ceska Televize (Czech TV) Established by the Act No. 483/1991 Coll., on Czech Television Not registered in the Commercial Register
Headquarters:	Kavci hory, Na Hrebenech II 1132/4, 140 70 Praha 4, Czech republic
ID:	00027383
Person authorized to act on behalf of the Contracting Authority:	Petr Dvorak, general director
Contact person:	
E-mail:	

3. CLASSIFICATION OF THE SUBJECT OF THE PUBLIC CONTRACT

Type of public contract: supply.

The subject-matter of the public contract is provision of a remote camera head, compatible with an existing Scorpio crane, including accessories and delivery to the Czech TV headquarters, to the extent and in accordance with the terms and conditions described in this tender document (hereafter "Goods").

The purpose of this public contract is to provide a new remote head, compatible with an existing functional Scorpio crane. This should allow movement along two axes, with the option to add a third movement axis at a later time and provide the possibility to control the lenses (zoom, focus and aperture control).

Estimated value of the public contract: CZK 1 900 000 (EUR 73 400).

The tender is carried out under the small scale public procurement procedure, in accordance with § 6 and § 31 of the Czech Act, No. 134/2016 Sb., on Public Procurement.

In the case of conflict between the Czech and English version of the tender conditions the Czech language shall take precedence.

4. TECHNICAL SPECIFICATION OF THE SUBJECT-MATTER OF THE PUBLIC CONTRACT

4.1. Technical and price specification of subject-matter of the public contract forms Annex 1 of this document.

5. TERMS AND CONDITIONS

Place of delivery: Ceska Televize, Kavci hory, Na Hrebenech II 1132/4, 140 70 Praha 4, Czech republic.

Delivery period: 12 weeks after contract signature. The seller is obliged to give notice of delivery at least 2 business days in advance.

Warranty period: 24 months.

The seller warrants that Czech TV is entitled to use all software and firmware (hereafter "SW") included with the Goods, in the manner and to the extent necessary to use the Goods for the purpose defined in Article 3 above; fees for this authorization are included in the purchase price of the Goods. The buyer obtains a non-exclusive right, for the whole world, to use all SW. The seller declares that it holds and exercises all proprietary rights to the copyright works that are any part of the Goods and that it is therefore able to provide licenses entitling the buyer to use all SW without any additional costs to the buyer. In order to avoid any doubt, the seller declares that by using the Goods in the usual way, the buyer does not violate the legitimate interests of the holders and executors of copyrights and related rights. If any third party claims are made against the buyer, the seller agrees to satisfy these claims, and to reimburse to the buyer any costs actually incurred as a result of the claim.

The seller agrees that the contract will be published in the register of public contracts, available on the internet in accordance with the applicable Czech legislation (all personal data and trade secrets will be blacked out).

6. EVALUATION OF THE TENDERS

Bids will be evaluated according to the total bid price, excluding VAT (bids in foreign currencies will be converted using the FX rate published by the Czech National Bank on of the day of the bid placement) and the winning bid will be the lowest bid.

Czech TV reserves the right to negotiate a contract with the winning bidder, in order to complete the wording of the contract. Czech TV reserves the right to cancel the tender before the conclusion of the contract at any time without giving any reason.

7. EXPLANATION OR MODIFICATION OF TENDER DOCUMENT

Requests for explanatlons or modifications of the tender terms can be delivered in writing (e.g. by e-mail), no later than 3 days before the deadline for submission of bids.

Contact Person: 

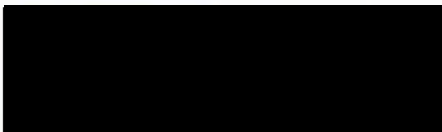
Czech TV may also explain the tems of the tender without prior request from the supplier.

Explanations or modifications to the tender terms shall be published by Czech TV on its Public Procurement Profile page (www.tenderarena.cz) before the deadline for submission of bids, and also distributed by e-mail to potential suppliers covered by this invitation to tender.

8. TIME AND PLACE OF SUBMISSION OF BID

Deadline for submission of the bid: Date: 29.11.2018 Hour: 10:00 am

Contact person authorized to receive bid:



E-mail for submission of the bid:

Bidders may also file their bids using the Public Procurement Profile page at www.tenderarena.cz.

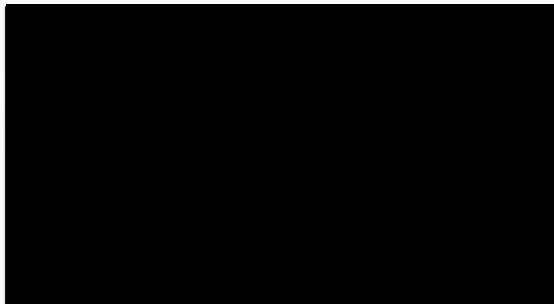
Bids shall be submitted in the Czech, English or Slovak languages.

Bid must be delivered by the published bids submission deadline. Bids received after this date will be treated as if they were not submitted.


Annex 1: Technical and price specification

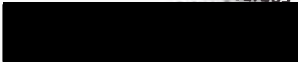
Prague

8.11.2018



Petr Dybák
General director
Česká televize (Czech TV)

 **Česká televize**
Kavčí hory
Na Hřebenech II 1132/4
140 70 Praha 4
IČO: 00027383 DIČ: CZ00027383





PANTHER GmbH | Am Bahnhof 19 | 85653 Aying

PANTHER GmbH
Am Bahnhof 19
85653 Aying
Germany

Česká Televize
Kavci hory, Na Hřebenech II 1132/4
1470 Prag
Czech Republic

Your Contact

Name: [REDACTED]
Phone: [REDACTED]
E-Mail: [REDACTED]
Reference: [REDACTED]
Customer-ID: 5500248
Date: 23.11.2018

Quote A-503159-1

Thoma TR-3 Remote Head system, 2-axis incl. pan bar control and lens motors film + lens motors ENG lenses + spare parts kit

Pos.	Prod.-Code	Description	Qty	Price/EURO		Total/EURO
1	900000	Thoma TR III remotehead, complete with panbar control, PAN & TILT movement, consisting of:	1	88,995.00	25.00%	66,746.25
2	T3001	THOMA TR3 Remote Head with 2x12 Sliprings	1	0.00		0.00
3	T3002	THOMA TR3 Control Head TR3-8 w/o Electronic V	1	0.00		0.00
4	T3004	THOMA TR3 Electronics Keypad Module for TR3-8	1	0.00		0.00
5	900000	THOMA TR3 Remote Cable, customized length 30 m	1	0.00		0.00
6	T3007	THOMA TR3 Remote Control Zoom or Roll-Axis	1	0.00		0.00
7	T3008	THOMA TR3 Remote Control Focus or Iris	2	0.00		0.00
8	T3009	THOMA TR3 Spiral Cable for Manual Control, 3 mtr	3	0.00		0.00
9	T3010	THOMA TR3 Lens Motor for Film Lenses	3	0.00		0.00
10	T3011	THOMA TR3 Attachment Frame for Motors and Lens Sensors short Version w. spacer sleeves d15/19	3	0.00		0.00
11	T3012	THOMA TR3 Connector Cable for Film Lens Motor, short	3	0.00		0.00
12	T3017	THOMA TR3 Cable for Servo-Electronic to Remote Head	1	0.00		0.00
13	UT3018	Power Supply TR3	1	0.00		0.00
14	T3020	THOMA TR3 Power Cable 15 m 2.5 qmm	2	0.00		0.00
15	T3028	THOMA TR3 Set of Transport Cases (3 pieces)	1	0.00		0.00
16	T3033	THOMA TR3 Camera Holding Bracket w/ Spindle for adjustment	1	0.00		0.00
17	T3034	THOMA Power Supply XLR 6p EU 100-240V/12V/1,8A	1	0.00		0.00
18	T3035	THOMA TR3 Modification Triax-System Fischer w/ 2x6 Sliprings	1	0.00		0.00

Managing Director: Andreas Fitz - Registered office: Aying
Registration München HRB 78011
VAT-Reg.no: DE129432599

Bank: Sparkasse Rosenheim-Bad Aibling
Kufsteiner Str. 1-5, 83022 Rosenheim, Germany
Account no. 20 049 5 16, Bank Sort Code: 711 500 00
IBAN DE 65 7115 0000 0020 0495 16, SWIFT-BIC BYLADEM1ROS



PANTHER[®]

PANTHER GmbH | Am Bahnhof 19 | 85653 Aying

PANTHER GmbH
Am Bahnhof 19
85653 Aying
Germany

Pos.	Prod.-Code	Description	Qty	Price/EURO		Total/EURO
19	T3043	THOMA TR3 Gear dia=42 m=0.5	3	0.00		0.00
20	T3044	THOMA TR3 Gear dia=42 m=0.6	3	0.00		0.00
21	T3045	THOMA TR3 Gear dia=42 m=0.8	3	0.00		0.00
22	T3046	THOMA TR3 Gear dia=54 m=0.5	3	0.00		0.00
23	T3047	THOMA TR3 Gear dia=54 m=0.6	3	0.00		0.00
24	T3065	THOMA TR3 Gear dia=54 m=0.8	3	0.00		0.00
25	T3049	THOMA TR3 Spacer Sleeves 15/19	2	0.00		0.00
26	T3056	THOMA TR3 Power Cable 20 m 4 qmm	1	0.00		0.00
27	T3061	THOMA TR3 Servo Electronics for 3 lens motors + Rollaxis	1	0.00		0.00
28	T3063	THOMA TR3 Attachment Frame for Motors and Lens Sensors long Version w. spacer sleeves d15/19	3	0.00		0.00
29	301995	HD Sliprings upgrade for Thoma TR III	1	4,750.00	25.00%	3,562.50
30	136907	Mitchell adapter	1	485.00	25.00%	363.75
31	900000	Spare parts required as per your technical specification:	1	0.00		0.00
32	900000	THOMA TR3 Remote Cable, customized length 30 m	1	1,110.00	25.00%	832.50
33	T3020	THOMA TR3 Power Cable 15 m 2.5 qmm	1	255.00	25.00%	191.25
34	T3056	THOMA TR3 Power Cable 20 m 4 qmm	1	380.00	25.00%	285.00
35	T3062	THOMA TR3-8 Connector Cable for Film Lens Motor, long	1	240.00	25.00%	180.00
36	T3063	THOMA TR3 Attachment Frame for Motors and Lens Sensors long Version w. spacer sleeves d15/19	1	185.00	25.00%	138.75
37	T3009	THOMA TR3 Spiral Cable for Manual Control, 3 mtr	1	295.00	25.00%	221.25
38	T3046	THOMA TR3 Gear dia=54 m=0.5	1	50.00	25.00%	37.50
39	T3047	THOMA TR3 Gear dia=54 m=0.6	1	50.00	25.00%	37.50
40	T3065	THOMA TR3 Gear dia=54 m=0.8	1	50.00	25.00%	37.50
41	T3013	THOMA TR3 Lens Motor for Canon and Fujinon ENG-Lenses	3	1,470.00	25.00%	3,307.50
42	T3038	THOMA TR3 Motor Sensor Holders for ENG/Canon/Fujinon	1	890.00	25.00%	667.50
43	T3043	THOMA TR3 Gear dia=42 m=0.5	1	50.00	25.00%	37.50
44	T3044	THOMA TR3 Gear dia=42 m=0.6	1	50.00	25.00%	37.50
45	T3045	THOMA TR3 Gear dia=42 m=0.8	1	50.00	25.00%	37.50
Total:				EUR		76,721.25

Managing Director: Andreas Fitz - Registered office: Aying
Registration München HRB 78011
VAT-Reg.no: DE129432599

Bank: Sparkasse Rosenheim-Bad Aibling
Kufsteiner Str. 1-5, 83022 Rosenheim, Germany
Account no. 20 049 5 16, Bank Sort Code: 711 500 00
IBAN DE 65 7115 0000 0020 0495 16, SWIFT-BIC BYLADEM1ROS



PANTHER GmbH | Am Bahnhof 19 | 85653 Aying

PANTHER GmbH
Am Bahnhof 19
85653 Aying
Germany

24 month Panther warranty
Delivery Time: Approx 12 weeks after order
Valid until 21.12.2018
Cost of transport and insurance not included

Delivery Terms: EX WORKS
Payment Terms: Advanced Payment

All bank charges to account of buyer.

By accepting the delivery, I acknowledge that all goods remain in the property of Panther GmbH until full payment has been made. For any disputes that may arise in relation to this payment, the mutually agreed upon place of jurisdiction is Munich, Germany. When placing an order, I confirm that I have read, understood and accepted the General Terms and Conditions of Panther GmbH (<http://www.panther.tv/en/agbs/>). If needed, the General Terms and Conditions may be sent by mail.