



Došlo na právní oddělení ČZU dne:

3 1. 01. 2019

## PURCHASE CONTRACT

(hereinafter referred to as the "Contract")

made in compliance with Act. 2079 and subsequent Act No. 89/2012 Sb., the Civil Code, as amended  
(hereinafter referred to as the "Civil Code")

### I.

#### Contracting Parties

- 1.1. **Buyer:** **Czech University of Life Sciences Prague**  
Registered Office: Kamýcká 129, 165 00 Praha – Suchbátka  
Represented by: Ing. Jana Vohralíková, bursar  
Registration Number: 60460709  
Tax Identification Number: CZ60460709  
(hereinafter referred to as the "Buyer") on the first side

and

- 1.2. **Seller:** **VECTRONIC Aerospace GmbH**  
Registered Office: Carl-Scheele-Str. 12, 12489 Berlin, Germany  
Represented by: Pius Butz & Robert Schulte  
Registration Number: 37/569/30744  
Tax Identification Number: DE813227798  
registered in the Commercial Register maintained HRB 76691 by the  
Municipal Court in Berlin Charlottenburg,  
section Trade Register Division B, entry 11.08.2011  
(Hereinafter referred to as the "Seller") on the second side

(Seller and Buyer referred to also as the „Contracting Parties“ or separately as the „Contracting Party“)

based on the result of a selection procedure for a small-scale procurement titled „**10 GPS collars for tracking and monitoring of the wolves (Canis lupus lupus)**“ realized within the project „Objektivní akceptace vlka v člověkem pozměněné přeshraniční krajině (OWAD)/ Objektive Akzeptanz des Wolfes in einer durch Menschen beeinflussten grenzüberschreitenden Landschaft (OWAD) č. 100322836“ financed from the Operational Programme Free state Saxony – Czech Republic financed by European Regional Development Fund, have entered into the following contract:

### II.

#### Subject-matter of the Contract

- 2.1. The Seller agrees to supply the Buyer 10 GPS collars for tracking and monitoring (hereinafter referred to as "the Goods") and provide related Services, to the extent and under the terms and conditions set out in this Contract, and to transfer ownership of such Goods to the Buyer. Precise specification of the Goods is given in Appendix 1 to this Contract, which forms its integral part.
- 2.2. The Buyer commits to take delivery of the Goods supplied by the Seller and pay the agreed purchase price for it in a manner and within the time frame stipulated by this Contract.

### III.

#### Time and location of delivery

- 3.1. The Seller commits to deliver the agreed Goods to the Buyer in time frame 13 weeks since both sides have signed this Contract.
- 3.2. The Goods will be delivered by the Seller and accepted by the Buyer on the basis of a mutually signed handover Protocol.
- 3.3. Place of performance is Faculty of Environmental Sciences, Czech university of Life Sciences, Kamýcká 129, Prague –Suchdol, Czech Republic.

### IV.

#### Price and payment terms

- 4.1. Purchase price for the Goods to the extent agreed upon in this Contract and under terms and conditions specified therein is set by agreement of Contracting parties.
- 4.2. The Buyer undertakes to pay the Seller for the Goods according to Article 2.1 of the Contract the agreed purchase price of 17.765,- EUR less VAT (in words: Seventeen Thousand Seven Hundred Sixty Five Euro). VAT will be added to the purchase price according to applicable legislative regulations.
- 4.3. The purchase price is negotiated as the highest allowable, inclusive of all fees (including GSM airtime fee prepayment, covering 2.000 SMS as well as monthly subscription charge for 24 months) and other costs associated with the performance of this Contract. The price includes transportation and support when putting the Goods into service by providing manuals, tutorials and customer support assigned Buyer's staff. The purchase price includes insurance, transportation, etc.
- 4.4. The purchase price will be paid by the Buyer in Euro on the basis of provided tax receipt – invoice, by means of wire transfer to the Seller's bank account. The Seller is obliged to issue the invoice within 15 days of proper and timely delivery and receipt of the Goods by the Buyer, according to this Contract based on the delivery Protocol.
- 4.5. The tax receipt – invoice must contain all particulars of a proper accounting and tax document in sense of relevant legislative requirements, in particular, Act. No. 235/2004 Sb., on value-added tax, as amended. In the event that the invoice does not meet all requirements, the Buyer is entitled to return it to the Seller within the payment due term for completion thereby not incurring delay in maturity date. The payment due date starts to run afresh from the date of re-delivery of duly completed or corrected invoice to the Buyer.
- 4.6. The invoice maturity term is 30 days from the date of its demonstrable delivery to the Buyer. The seller is obliged to deliver the invoice to: Czech University of Life Sciences in Prague, Faculty of Environmental Sciences, Ecology Department, Kamýcká 129, Postal Code 165 21, Prague - Suchdol. Different delivery will not be considered proper with the Buyer not obliged to pay the invoice delivered in another way.
- 4.7. The payment date is considered the day the invoiced amount is debited from the Buyer's bank account and credited to the Seller's bank account.

V.

**Rights and obligations of parties**

- 5.1. The Seller is obliged to supply the Goods in agreed quantity, quality and make. All Goods supplied to the Buyer by the Seller must meet quality requirements according to this Contract.
- 5.2. The Seller is obliged to supply the Goods with no defects in accordance with terms of this Contract, while proper delivery of the Goods is considered its receipt by the Buyer based on verification of this fact in the delivery and acceptance Protocol. The delivery Protocol can be signed at the earliest at the time of complete delivery of the Goods by the Seller including associated operations and services set in this Contract.
- 5.3. The Seller is obliged to supply the Buyer with documents needed for acceptance and use of the Goods (in particular technical documentation, user documentation, and warranty certificates). All this in English. The Seller is obliged to provide transportation at its own expense. The Goods functionality has to be assured by the Buyer after accepting the delivery.
- 5.4. The Buyer acquires ownership of the Goods on the date of taking delivery of the Goods from the Seller. The risk of damage to the Goods is assumed by the Buyer at the same point in time.
- 5.5. The Seller is obliged to immediately notify the Buyer of the potential threat to the delivery schedule and all facts that may prevent the delivery.
- 5.6. The Seller must be able to demonstrate to the Buyer that he has properly concluded a valid support agreement with the manufacturer of the Goods in such a way, that in case of Goods with defects which the Seller cannot solve by himself, it is possible to solve the defects directly with the manufacturer of the Goods. Concurrently, the Seller is obliged to ensure access to the manufacturer's product documentation and knowledge database throughout the warranty period, as provided by the manufacturer as part of the warranty support (including documentation in the English language, if available).
- 5.7. The Seller is liable to the Buyer for damage caused by breach of obligations under this Contract or obligations set out by generally binding legal regulation.
- 5.8. The parties have agreed and the Seller has determined, that the person authorized to act on behalf of the Seller in matters related to this Contract and its implementation is:  
Name: Nicola Gadow  
email: ngadow@vectronic-aerospace.com  
phone: +49 30 6789 4990
- 5.9. The parties have agreed and the Buyer has determined, that the person authorized to act on behalf of the Buyer in matters related to this Contract and its implementation is:  
Name: Ing. Aleš Vorel, Ph.D.  
email: vorel@fzp.czu.cz  
phone: +420 22438 3774
- 5.10. All correspondence, instructions, notices, requests, records, and other documents created on the basis of this Contract among Contracting parties to this Contract, or in relation to it, shall

be in produced in written form and delivered either in person or by registered mail, fax or e-mail, directly and to the delivery addresses of authorized persons under this Contract.

- 5.11. The Seller must indicate on the invoice, delivery note and handover protocol full name and number of the project "Objective wolves' acceptance in human-altered cross-boundary landscapes (OWAD)" number 100322836.
- 5.12. The Seller is required to allow all entities authorized to carry out the inspection to check the documents relating to the performance of the contract and to archive the documents by 31 December 2030.

## **VI.**

### **Quality guarantee**

- 6.1. The Seller assumes a quality guarantee for the period of 24 months (on-site warranty). The warranty period starts on the date of delivery of the Goods to the Buyer; i.e., on the date of signing of delivery and acceptance of the Goods by the Buyer.
- 6.2. The Buyer is required to notify the Seller, in writing, of warranty defects, without delay. Warranty repairs will be made by the Seller within 60 days, free of charge.
- 6.3. Claims have to be submitted immediately, but no later than the last day of the warranty period while even claims filed on the last day of the warranty period are deemed to have been claimed on time.
- 6.4. The warranty does not cover defects caused by improper handling or mechanical damage to the device.
- 6.5. Instead of warranty service, the Buyer may request removal of the defect by supplying replacement Goods as a substitute for defective Goods within the time period specified in Article 6.2. of this Contract.

## **VII.**

### **Penalty arrangements**

- 7.1. If the Seller does not deliver the Goods within the term of this Contract, he is bound to pay the Buyer a contractual penalty of 0.05 % of the purchase price for each, an even partial day of the delay.
- 7.2. In the event of delayed invoice payment by the Buyer, the Seller is entitled to claim interest on late payment of 0.05 % of the due amount for each, an even partial day of invoice payment delay from the Buyer.
- 7.3. Circumstances that exclude liability do not affect the obligation to pay a contractual penalty.
- 7.4. The Buyer is entitled to unilaterally offset any contractual penalty against any claim of the Seller against the Buyer (including the Seller's claim to pay the purchase price).
- 7.5. Payment of contractual penalty does not affect the Buyer's right to full compensation for damage.

## VIII.

### Validity and effectiveness of the Contract

- 8.1. This Contract shall enter into force on the date of signature of the Contract by authorized representatives of both Contracting Parties and effective on the date of publication of the Contract in the Register of Contracts in accordance with Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such Contracts and register of contracts (the Law on Register of Contracts), as amended.
- 8.2. The Contract can be terminated:
- a) by written consent of Contracting Parties,
  - b) withdrawal from the Contract.
- 8.3. Withdrawal from the Contract is possible only for reasons set out in the Contract or by law. Contracting Party affected by a breach of duty may unilaterally withdraw from the Contract when a substantial breach of Contract is considered primarily:
- a) on the Buyer's side, failure to pay the purchase price under this Contract within 30 days of the due date of the relevant invoice,
  - b) on the Seller's side, failure to properly deliver the subject matter of this Contract in a timely manner.
  - c) on the Seller's side, proceeding in the delivery of the Contract contrary to provisions of this Contract, with instructions of the authorized representative of the Buyer or legislative regulations.
- 8.4. The Buyer is entitled to withdraw from the Contract if the Seller becomes an unreliable VAT payer, according to information given in the VAT payer's register.
- 8.5. Termination of the Contract shall terminate all contractual obligations of the Contracting Parties. Conclusion of Contract validity or its termination shall not result in dismissal of claims for damages and payment of contractual penalties determined in the event of breach of contractual obligations incurred prior to the termination of the Contract and obligations of Contracting Parties which, by virtue of the Contract or by virtue of their nature, should remain in effect, or those, stipulated by law.

## IX.

### Final provisions

- 0.1. Relationships between the Contracting Parties are governed by the Czech legislative framework. Matters not specifically addressed by this Contract, contractually formed and resulting legal relationships are governed by relevant provisions of the Civil Code and other generally binding legislative regulations.
- 0.2. Any changes or amendments to the Contract can be made only on the basis of a written agreement of Contracting Parties. Such agreements must take the form of dated and numbered Contract amendments signed by both Contracting Parties to the Contract.
- 0.3. If the grounds for invalidity apply only to select provisions of the Contract, only the specific provision is invalid, unless it is apparent from its nature, content or circumstances under which it has been set, that it can not be separated from the remaining content of the Contract.

- 0.4. Contracting parties will always seek friendly settlement of potential disputes arising from the Contract. If no amicable settlement of a dispute has been reached within 30 working days from the delivery of its first notification to the opposite Contracting Party, either Contracting Party is entitled to bring its claim to relevant court in Czech Republic.
- 0.5. This Contract is made in 4 (four) copies, each of which is a valid original. Each Contracting Party will receive 2 (two) copies.
- 0.6. The following Appendices form an integral part of this Contract:  
a) Appendix 1 - Specification of Contract performance.
- 0.7. The Seller unreservedly agrees to the publishing of the full text of the Contract in such a way that this Contract could be information provided according to terms of Act No. 106/1999 Coll., on free access to information, as amended. The Seller also agrees to publish of the full version of the Contract pursuant to Section 219 of Act No. 134/2016 Coll., on public procurement, as amended, and Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such Contracts and register of contracts (the Law on Register of Contracts), as amended.
- 0.8. The Seller acknowledges and agrees to be the person obliged under terms of Section 2 e) of Act No. 320/2001 Coll., on financial control, as amended. The Seller is required to fulfill his obligations resulting from the aforementioned Act as applied to persons bound by this Act.
- 0.9. Contracting Parties declare that they have read the Contract prior to signing and agree with its contents without reservation. The Contract represents their true, real, free and serious will. To verify authenticity and veracity of these statements, authorized representatives of the Contracting Parties attach their handwritten signatures.

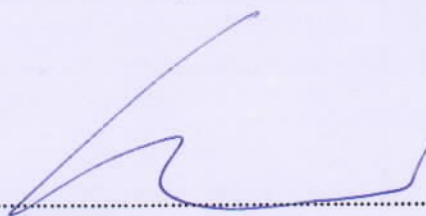
In Prague, on 28-01-2019

In Berlin on 30.1.19

On behalf of the Buyer:  
Czech University of Life Sciences Prague

On behalf of the Seller:  
VECTRONIC Aerospace GmbH

  
.....  
Ing. Jana Vohralíková  
bursar

  
.....  
Robert Schulte  
CEO



Prověřeno právním odd. ČZU v Praze  


Appendix 1

PURCHASE CONTRACT

**Specification of the Goods:**

10 GPS collars for tracking and monitoring of the wolves (*Canis lupus lupus*) - adult and subadult animals.

**Requested parameters and equipment:**

1. The collar suitable for subadult and adult wolves (*Canis lupus lupus*),
2. weight max. 700 g (including battery package),
3. GPS sensor,
4. VHF beacon,
5. UHF proximity sensor application (receiver and transmitter),
6. activity sensor measuring the movement (min. 2 axis),
7. mortality sensor/inactivity sensor,
8. communication: GSM,
9. time - regulated drop off system,
10. battery lifetime (min. 1 500 locations),
11. cable connection with PC (USB),
12. software for data analysing.