

YOUR REF. NO.: 18/010/852
OF DATE: 2019-01-04
OUR REF. NO.: INV-2019-00034-6011

HANDLED BY: Miroslava Stankova
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DATE: 2019-02-13

National Measurement Institute
Australian Government
Department of Industry
Innovation and Science
Dr. Ilya Budovsky
36 Bradfield Road, Lindfield
NSW 2070-GPO Box 2013
Canberra ACT 2601, Australian

PURCHASE ORDER No. INV-2019-00034-6011

Czech Metrology Institute (CMI or Purchaser), ID: 00177016, orders from you the delivery of the following products and services:

Pos.	Quantity	Product or service	Unit price without VAT	Total price without VAT
1	1	According to your quotation No. 18/010/852 from 4 January 2019 (attached): Multi-range Current Transformer	59.500,00 AUD	59.500,00 AUD
2	1	X10 Range Extender	16.400,00 AUD	<u>16.400,00 AUD</u>
TOTAL:				75.900,00 AUD

Technical inquiries please address to: Ing. Stanislav Maslan, Phone: +420 545 555 302,

e: smaslan@cmi.cz

Ing. Michal Hedvíček, Phone: +420 545 555 301,

e: mhedvicek@cmi.cz

Time of delivery: The Products will be dispatched from NMI within 8 months from Date of Agreement.

Price terms: The Products will be delivered Incoterms 2010 DAT (Delivery At Terminal) to Prague International Airport. The Price is in Australian dollars and excludes Australian GST which is not applicable to this transaction § 4 of the attached Terms and Conditions refers. The price includes delivery by airfreight. In addition to the charges for which the Purchaser is responsible under § 6(b) of the attached Terms and Conditions, the Purchaser shall be responsible for any or all customs duties, imposts or charges payable in the Czech Republic.

Delivery address: Prague International Airport, Czech Republic

Transfer of Title: Title in the Products will transfer in accordance with § 5 of the attached Terms and Conditions.

Payment conditions:	100 % payment after delivery Products, due date: within 30 days after the invoice is received by the buyer. Other conditions according to your quotation No.: 18/010/852
Sanctions:	<p>In the case of delay in payment of the contractual price, the buyer is obliged to pay to the supplier a contractual interest in the amount of 0,05 % of the due sum for each day of the delay.</p> <p>In the case of delay in fulfilment of the supplier's obligation to deliver subject of the contract in timely manner the supplier is obliged to pay to the buyer a contractual penalty in the amount of 0,05 % of the total price of wares (work) for each day of the delay.</p>
Warranties:	according to § 8 in quotation No. 18/010/852, 12 months
Other conditions:	according to your quotation No.: 18/010/852
Processing of the personal data:	Czech Metrology Institute hereby informs that as a data controller processes the personal data in accordance with the relevant legal regulations. More detailed information is provided in the Principles of personal data processing in CMI publicized at the website www.cmi.cz/GDPRenglish?language=en

Contracting Parties agree with the publication of this Purchase Order (Contract) in its entirety in the Register of Contracts of the Czech Republic.

Brno, February 13, 2019

.....
RNDr. Pavel Klenovský
General Director

One confirmed copy of this order send please back to the address:

Český metrologický institut, Okružní 31, 638 00 Brno, Czech Republic

or to email: mstankova@cmi.cz

If you do not confirm the order within one month, the order becomes invalid.

The relevant invoice shall be sent to the following address:

Český metrologický institut, Okružní 31, 638 00 Brno, Czech Republic

Expression of the order recipient (order confirmation):

We confirm the order and we agree with the conditions of the order

without reservation*) / with the following remarks*)

*) Delete as appropriate

.....
Date and signature of the supplier

Our Ref: 18/010/852
Date: 4 January 2019
Czech Metrology Institute ('the Purchaser')
Okružní 31
638 00 Brno
Czech Republic
Attention: Mr ...

Offer to supply Multi-range Current Transformer and X10 Range Extender

This Offer to supply Products is valid for 30 days from the date shown above. If the offer is signed on behalf of the Czech Metrology Institute and returned within that time the Commonwealth of Australia (the Commonwealth), represented by the Department of Industry, Innovation and Science, acting through National Measurement Institute, Australia (NMI), will supply the Products as set out in this Offer and the attached Terms and Conditions of Sale.

Products:

Description: **One only, Multi-range Current Transformer with a X10 Range Extender**

Model No.: MCT - 1

Input Current Ranges: 0.125, 0.25, 0.5, 1.25, 2.5, 5, 10, 20, 50*, 100*, 200* A

(* with the Range Extender)

Nominal Output voltage: 0.8 V

Frequency range: 40 Hz to 1 kHz

Maximum in-phase error at 50 Hz: 5 μ V/V

Maximum quadrature error at 50 Hz: 5 μ rad

Typical calibration uncertainty at 50 Hz (95%):

Transformer ratio: 2 μ V/V, 3 μ rad

Resistor ac-dc difference: 1 μ V/V

Resistor phase: 1 μ rad

Interface: USB

Input connector: 4-pin 30A Amphenol (up to 20 A)

12 mm terminals (above 20 A)

Output Connector: N-female

Output resistance: 30 Ω

The Current Transformer is supplied with three 10- \square precision resistors, including one high-stability "Suparesistor", connection leads, Visual Basic and LabVIEW drivers.

An NMI Calibration Certificate will be supplied, covering:

- Multi-range Current Transformer
- X10 Range Extender
- "Suparesistor" (ac-dc difference and phase error)

Price:

The price for individual products is:

- Multi-range Current Transformer: \$59,500.00
- X10 Range Extender; \$16,400.00

The Price is in Australian dollars and excludes Australian GST which is not applicable to this transaction (§4(a) of the attached Terms and Conditions refers.

The Price includes delivery by airfreight, but excludes items listed under Special Terms and Conditions below.

Transfer of Title

Title in the Products will transfer in accordance with §5 of the attached Terms and Conditions.

Special Terms and Conditions:

In addition to the charges for which the Purchaser is responsible under §6(b) of the attached Terms and Conditions, the Purchaser shall be responsible for any or all customs duties, imposts or charges payable in the Czech Republic.

Delivery

The Products will be dispatched from NMI within 8 months from Date of Agreement.

The Products will be delivered Incoterms 2010 DAT (Delivery At Terminal) to Prague International Airport.

Acceptance of Offer

If this Offer and the attached Terms and Conditions are to your satisfaction, please print single-sided, sign and date the Offer in the space provided below and return to me. A copy will be sent to you for your records. If any matters require discussion, please call Dr Ilya Budovsky on +61 2 8467 3541 or email: Ilya.Budovsky@measurement.gov.au.

Yours faithfully, Czech Metrology Institute ('the Purchaser')

Signature:

Dr Ilya Budovsky

Manager Position:

Electricity Section

Physical Metrology Branch

Date:

(Becomes Date of Agreement)

NATIONAL MEASUREMENT INSTITUTE TERMS AND CONDITIONS OF SALE (PRODUCTS AND RELATED SERVICES)

1. DEFINITIONS

In these Terms and Conditions of Sale:

“**Agreement**” means the Offer and these Terms and Conditions of Sale, which together comprise the complete terms of contract between NMI and the Purchaser.

“**Commonwealth**” means the Commonwealth of Australia.

“**Consumer Guarantees**” means the consumer guarantees outlined in Division 1 of Part 3-2 of Schedule 2 of the *Competition and Consumer Act 2010*.

“**Date of Commissioning**” means in relation to Products installed by NMI, the date on which NMI certifies in writing that all installation and pre-commissioning testing has been completed.

“**Date of the Offer**” means the date on which the Commonwealth makes the Offer to provide the Services.

“**GST**” means:

(a) the same as in the GST Law;

(b) any other goods and services tax, or any tax applying to this transaction in a similar way; and

(c) any additional tax, penalty tax, penalty, fine, interest or other charge under a law for such a tax.

“**GST Law**” means the same as “GST law” means in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

“**Intellectual Property Rights**” or “**IPR**” mean any statutory and other proprietary rights in respect of trademarks, patents, circuit layouts, copyrights, confidential information, and all other Intellectual Property Rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967.

“**NMI**” means the National Measurement Institute, which is a Division of the Australian Government Department of Industry.

“**Offer**” means the written offer to which these terms and conditions are attached.

“**Parties**” means NMI and the Purchaser and “**Party**” means one of the two Parties.

“**Products**” means the products, if any, specified in the Offer, but does not include any IPR embodied in the Products.

“**Purchaser**” means the Party identified as such in the Offer.

“**Services**” means the services, if any, specified in the Offer, but does not include any IPR embodied in the Services.

“**Software**” means any, all or any part of NMI’s original computer programs encoded on diskettes or other media in machine executable form, identified in the Offer, or incorporated into the Product, supplied by NMI to the Purchaser and:

(a) includes copies made by the Purchaser, whether or not permitted under this Agreement;

(b) includes any translation, development, alteration, or reproduction, made by or for the Purchaser, whether or not permitted under this Agreement;

(c) does not include any translation, development, alteration, or reproduction, made by or for NMI.

Other words starting with a capital letter are described in the Offer.

2. EFFECT

(a) These Terms and Conditions of Sale are modified by any Special Terms and Conditions set out in the Offer. The Offer and these Terms and Conditions of Sale contain the complete terms of contract with the Purchaser for the sale of the Product and/or supply of the Services by NMI. Unless expressly approved in writing by NMI, any other terms or conditions (whether or not included in any order placed by the Purchaser) which conflict with or purport to vary or modify the Agreement will have no effect whatsoever and will not be binding on NMI.

(b) Any provisions in this Agreement that create rights or obligations on any of the Parties which are capable of continuing after the expiry or earlier termination of this Agreement shall do so and any accrued rights or remedies of either Party will not be affected by such termination.

(c) In this Agreement, any terms which are not defined have the meaning they do in the GST Law.

3. ORDER

3.1 Unless otherwise notified in writing by NMI, no Offer for Products or Services will be binding unless NMI receives a signed acceptance within 30 days of the Date of the Offer.

4. PRICES

(a) Unless otherwise notified in writing by NMI, all prices quoted are in Australian dollars, include GST and are firm for a period of thirty (30) days from the Date of the Offer.

(b) NMI agrees to provide the Purchaser with a Tax Invoice and any other documentation required by the GST Law to enable the Purchaser to claim an Input Tax Credit.

(c) If the GST payable on a Taxable Supply by NMI is varied by a change in the GST Law, the price payable under this Agreement must be adjusted to reflect the variation of GST.

(d) Unless otherwise expressly stated in the Offer the price does not include any other taxes, duties or charges. If any such taxes, duties or charges are payable, they will be paid by the Purchaser.

(e) Where the price is not quoted in Australian dollars, it is based on the exchange selling rate of the NMI’s bank for the specified country of origin and the freight, insurance, customs or duty rates applying on the date of quotation. The quoted price may be varied by the same percentage amount by which NMI’s actual costs vary as a result of movements in any of the above rates between the Date of the Offer and the date of delivery.

5. PAYMENT AND TITLE

(a) The Purchaser must make payment of the price quoted in the Offer on presentation of an invoice for Products or Services. If the Purchaser does not pay the full invoiced amount within thirty (30) days after receipt of the invoice, NMI will be entitled to charge interest on all amounts due

under this Agreement but unpaid at the aggregate rate of the Westpac Indicator Rate published from time to time by Westpac Banking Corporation (or equivalent) plus 2% per annum from the due date until the unpaid amount is paid.

(b) Ownership of title in the Products will remain with NMI and ownership of the Products (not including any embodied IPR or Software) will pass to the Purchaser only when, and if, payment of the full invoiced amount is received by NMI.

6. DELIVERY AND RISK

(a) NMI will endeavour to fill all accepted Offers in accordance with delivery dates specified in the Offer or if no delivery dates are specified, as soon as practicable after acceptance of an Offer, but in no event will NMI be liable for any claim, cost, loss, expense or damage (including financial loss) resulting from any delay in delivery or for any failure to deliver by any particular date.

(b) Products ordered on a supply only basis will be consigned by NMI freight collect to such premises as the Purchaser directs. All freight, delivery and insurance charges will be the Purchaser's responsibility, unless otherwise stated in the Offer.

(c) Risk or loss or damage to the Products will pass to the Purchaser upon delivery of the Products to agent or carrier premises nominated by the Purchaser. Delivery in accordance with paragraph 6 (b) will be deemed to constitute delivery to the Purchaser.

(d) NMI accepts no responsibility for any loss or damage to any products or materials supplied by the Purchaser to NMI in connection with the Products or Services. The Purchaser is to insure such products or materials against loss or damage while in NMI's possession or under its care, custody or control.

(e) NMI will provide the Purchaser with details of environmental and power requirements and any other special requirements considered necessary for the proper functioning of the Products and it will be the Purchaser's responsibility (at the Purchaser's expense) to prepare the installation site in accordance with those requirements.

(f) It is the Purchaser's responsibility to obtain all necessary authorisations or approvals from all government bodies or statutory authorities necessary for the Purchaser to purchase, own, operate and maintain the Products. NMI will not be obliged to undertake any installation, commissioning or to provide Services until all necessary authorisations and approvals have been obtained by the Purchaser.

7. SERVICES

7.1 Where NMI has agreed to provide Services, prices for such Services are quoted on the basis that the work can be performed and access to the Purchaser's premises is granted during normal working hours. The Purchaser shall ensure that at all times during the provision of Services NMI has free and unimpeded access to perform the Services.

8. NMI WARRANTIES

8.1 (a) Except as provided in this Agreement, NMI makes no representation or warranty regarding the merchantability or fitness for any purpose of the Products and Services.

(b) Subject to clauses 8.2, 8.3 and 8.4, NMI warrants that at the date of delivery or the Date of Commissioning (as the case may be) or provision of the Services, the Products and Services will substantially comply with the description provided in the Offer. NMI further warrants that the Products will be free from defects in materials or workmanship for a period of twelve (12) months from the date of invoice or the Date of Commissioning (whichever is the earlier date). If any defects in materials or workmanship appear within twelve (12) months from the date of invoice or the Date of Commissioning (as the case may be) NMI will, at its option, repair, replace or issue credit based on an equitable adjustment in price to the Purchaser. Replacement parts or replacement Products will be furnished on an exchange basis and may be either reconditioned or new; the cost and risk of transportation to and from NMI are to be borne by the Purchaser. All defective parts will be returned to NMI and will become NMI's property.

(c) NMI warrants that all commissioning work will be free from defects for a period of ninety (90) days from the Date of Commissioning. NMI will remedy free of charge any defect in commissioning appearing within ninety (90) days from the Date of Commissioning.

8.2 The express warranties referred to in paragraphs 8.1 (b) and (c) will only apply if:

(a) NMI is notified in writing within fourteen (14) days of discovery of any relevant defects; and

(b) NMI is satisfied that after delivery or Date of Commissioning the Products have been properly handled, carried, installed, sorted, used

and maintained and that the Purchaser has complied with all applicable recommendations of NMI and that the Products have not been altered or modified in any way.

8.3 The express warranties referred to in paragraphs 8.1 (b) and (c) shall not apply if the defect (including non-performance or malfunction of or damage) to any Products arises from:

(a) adverse environmental conditions, including without limiting the generality of the foregoing, electrical noise or electromagnetic radiation that may be directed, coupled or induced into the Products' components, circuitry, power supply paths, signal paths or communication paths; or

(b) the provision of power supplies by the Purchaser or any third party which are not within operating limits specified in the Products specifications issued by NMI (which *inter alia*, provide that all such power supplies will be of a clean sinusoidal wave shape of constant amplitude and frequency); or

(c) interworking with other equipment or software not supplied or approved by NMI; or

(d) any re-configuration or modification by the Purchaser or any third party of a system data base supplied by NMI; or

(e) fire, flood, water, wind, lightning, impact or any other act of God.

8.4 Any cost or expense incurred by NMI in detecting or isolating the causes of non-performance or malfunction or damage set out in clause 8.3 will be borne by the Purchaser.

9. LIMITATION OF LIABILITY

Not Applicable

10. PURCHASER'S INDEMNITY

Not Applicable

11. PROPRIETARY INFORMATION

11.1 No title to or ownership of any proprietary information or Intellectual Property Rights is assigned to the Purchaser by these Terms and Conditions of Sale. In the event that any such proprietary information or Intellectual Property Rights forms an integral part of any Product supplied by NMI hereunder, it is supplied not by way of assignment but is supplied by way of a non-exclusive licence granted hereby to the Purchaser in order that the Products supplied may be used.

12. GOVERNING LAW

12.1 The Agreement will be governed by the laws in force for the time being in the State of New South Wales, Australia.

13. SEVERANCE

13.1 Any provision of the Agreement that is held by a court of competent jurisdiction to be invalid or unlawful may be severed from the remaining provisions.

14. DISPUTE RESOLUTION

14.1 The Parties will endeavour to resolve any dispute under this Agreement by mediation or other dispute resolution method before they commence legal proceedings (except proceedings for interlocutory relief).

14.2 The cost of such dispute resolution shall be shared equally between the Parties.

15. DIVISIONAL LIMITATION

15.1 To the extent that this Agreement applies to NMI it shall be limited to the activities carried on by that part of the NMI participating in the provision of the Service. The Purchaser agrees that nothing in this Agreement shall affect any activity carried on by or any Intellectual Property Rights developed by any other part of the NMI.

16. USE OF NAMES AND PUBLICATION

16.1 The Purchaser must obtain written consent from the NMI before it:

(a) uses the names National Measurement Institute, or NMI or any logo of NMI in any communications with a person/body who is not a Party; or

(b) makes a public statement about this Agreement.

17. NOTICES

17.1 A Party notifying or giving notice under this Agreement must give notice in writing, addressed to the address of the other Party specified in the Offer, and left at or sent by prepaid post or by fax to that address.

17.2 A notice given in accordance with this clause 17 is received on the date of delivery (if left at the recipient's address), five (5) days after the date of posting (if sent by prepaid post), or when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice (if sent by fax), as the case may be.

18. WAIVER

18.1 The failure of a Party at any time to insist on performance by the other Party of any obligation under this Agreement is not a waiver of its right:

(a) to insist on providing of, or to claim damages for breach of, that obligation unless that Party acknowledges in writing that the failure is a waiver; and

(b) at any other time to insist on performance of that or any other obligation of the other Party under this Agreement.

19. SPECIAL TERMS AND CONDITIONS

19.1 These Terms and Conditions of Sale include any Special Terms and Conditions referred to in the Offer and, if such Special Terms and Conditions are inconsistent with these Terms and Conditions of Sale, the Special Terms and Conditions will prevail to the extent of the inconsistency.

20. INSURANCE

Not Applicable

21. TERM AND TERMINATION OF AGREEMENT

21.1 This Agreement shall become effective when it is signed by both Parties and shall continue in effect until NMI has provided the Products or Services to the Purchaser and the Purchaser has made all the payments due under this Agreement unless sooner terminated in accordance with this clause.

21.2 Either Party may terminate this Agreement immediately by giving notice to the other Party if that other Party breaches any provision of this Agreement and fails to remedy the breach within 60 days of receiving notice requiring it to do so. Additionally, NMI may terminate this Agreement immediately by giving notice to the Purchaser if it determines that there is a change in direct or indirect financial control of the Purchaser or the Purchaser is unable to pay its debts as and when they fall due.

22. NO MODIFICATIONS OR IMPROVEMENTS BY PURCHASER

22.1 The Purchaser undertakes to promptly report to NMI:

(a) any defects, errors or deficiencies in the Software, and

(b) any suggestions for adaptation, modification or improvement to the Software which may be the subject of further development by NMI.

NATIONAL MEASUREMENT INSTITUTE TERMS AND CONDITIONS OF SALE (PRODUCTS AND RELATED SERVICES)

23. PURCHASER'S ACKNOWLEDGEMENTS AND WARRANTIES

23.1 The Purchaser acknowledges, warrants and agrees:

- (a) that, except as may be otherwise agreed in writing by NMI, it shall use the Software and any part thereof only for the purposes specified in this Agreement, if any;
- (b) that it shall not remove or in any way transfer the Software or any part, copy or adaption thereof, nor shall it assist any parent, associate, subsidiary, affiliate, officer or employee of the Purchaser or any third person to do so;
- (c) that it shall not:
 - (i) reproduce the Software in material form other than as permitted by this Agreement;
 - (ii) publish the Software;
 - (iii) broadcast the Software;
 - (iv) cause the Software to be transmitted to subscribers to a diffusion service;
 - (v) make an adaption of the Software;
 - (vi) sell, let for hire or by way of trade, offer or exhibit or expose for sale or hire or otherwise distribute the Software for the purposes of trade or any other purpose;
 - (vii) remove any copyright or other labels affixed by NMI from the Software; or
 - (viii) authorise or assist any third person to do any of the acts set out in (i) to (vii) above.