

✓ 26/19-330-01

## PURCHASE CONTRACT

**Buyer:**

VŠB – Technical University of Ostrava

Faculty of Mechanical Engineering (hereinafter the "FME")

Registered office: 17. listopadu 2172/15708 00 Ostrava-Poruba

Company ID Number: 619 89 100

Tax ID Number: CZ61989100

Represented by: [REDACTED] Dean

Bank details: [REDACTED]

Account number: [REDACTED]

Contact person: [REDACTED]

and

**Seller**

Commercial name /designation/:

Vallen Systeme GmbH

Registered office /place of business/:

Schäftlarnner Weg 26a, 82057 Icking, Germany

Company ID Number:

HRB 100531

Tax ID Number:

DE 128 372 233

Represented by: [REDACTED]

Bank details: [REDACTED]

Account number: [REDACTED]

Registration: [REDACTED]

Contact person: [REDACTED]

Data box ID: [REDACTED]

have on this day concluded, in accordance with Section 2079 et seq. of Act No. 89/2012 Coll., Civil Code (hereinafter the "Civil Code") this contract

(hereinafter the "Contract")

Should any of the data specified above change, the Party or which the change occurred is obliged to inform the other Party of this change in a demonstrable manner (via registered mail) and without undue delay. If the other Party incurs damage due to the failure to fulfil this obligation, the Party which caused the damage undertakes to compensate it in full.

The Seller declares that it is professionally qualified to ensure the subject of performance under this Contract.

Vallen Systeme GmbH  
Schäftlarnner Weg 26a  
82057 Icking / Germany  
Tel. +49 8178 9674-400. Fax +49

## Article I

### Subject of the Contract

1. The subject of this Contract is the set of four AE sensors VS45-H including external preamplifier AEP5H and cables CBL-1-10M-V1 and CBL-1-1M2-V5 the delivery of the items, which were the subject of a public contract (hereinafter the "Goods"), based on the specifications and technical description provided in Annex No. 1 to this Contract.
2. Under this Contract, the Seller undertakes to deliver the Goods to the Buyer under the conditions agreed herein, as specified in Art. 1, and to transfer of ownership of these Goods to the Buyer.
3. The basis for concluding this Contract is the Seller's bid dated 26.2.2019 to the tender for a public contract announced by the Buyer as the contracting authority of the public contract.
4. The Seller undertakes to provide with the Goods and to ensure:
  - transport of the Goods to the place of performance,
  - instruction manual and user documentation in English,
  - affirmations, certificates and attests which are issued by the authorised entities for the individual specific types of products pursuant to special regulations

## Article II

### Handover of Goods, defects in Goods

1. The Buyer undertakes to take over the subject of performance and pay the agreed price pursuant to Art. IV of this Contract.
2. Ownership of the Goods is passed to the Buyer upon takeover of the Goods.
3. The Buyer is authorised to refuse to take over the Goods if the Goods do not delivered duly in accordance with this Contract and in the agreed quality, whereas in this case the Buyer will disclose the reasons for refusal to takeover of the Goods to the Buyer in writing, at latest within five business days from the original date of handover of the Goods.

## Article III

### Time and place of performance, handover of Goods

1. The Seller undertakes to deliver the goods by a deadline of 30 days from the effective date of the Contract.
2. The place of performance is the Buyer's registered office at the address:  
Vysoká škola báňská – Technická univerzita Ostrava, Fakulta strojní, 17. listopadu 2172/15  
708 00 Ostrava-Poruba.
3. The specific time of delivery of the Goods will be agreed beforehand between the Seller's and Buyer's authorised representatives via the agreed communication means (e-mail, telephone).
4. The Goods will be delivered to the Buyer along with the delivery note and invoice; the Seller is authorised to invoice the Goods in accordance with the respective delivery note.
5. The risk of damage passes to the Buyer at the moment of takeover of the Goods.

Article IV  
Purchase price and payment conditions

1. The total purchase price is stipulated at:  
Purchase price excl. VAT: .....3072.00..... EUR  
VAT 21% .....reverse charge..... EUR  
Total price incl. VAT: ..... EUR  
In words: .....three thousand seventy two point zero..... EUR excl. VAT,  
inclusive shipping costs
2. This agreed purchase price is final and includes all of the costs related to the sale and purchase of the Goods, including transport, presentation of functionality of the equipment during handover of the subject of delivery and other costs.
3. The price for will be paid based on an invoice issued by the Seller. The invoice issued by the Seller must meet the requirements stipulated by legal regulations, given that the price for Goods without VAT, VAT and the total price for Goods with VAT shall be specified separately in the invoice.
4. The maturity of the invoice is 30 days from delivery of the invoice to the Buyer. If the invoice is not delivered together with the goods, in the case of doubt it is understood that the date of delivery of the invoice is the third day from its sending.
5. The purchase price is considered paid at the moment of crediting the invoiced purchase price to the Seller's account. The Buyer will not provide the Seller with any advances on payment of the price for the Goods or part thereof.
6. Before the passing of the maturity date of the invoice, the Buyer is authorised to return to an invoice which does not meet the requirements stipulated by this Contract or if these data are incorrect. The Seller is obliged to compile a new invoice. In this case, the Buyer is not in delay in paying the price for Goods. At the moment of delivery of a duly complete or corrected invoice, a new invoice maturity period of 30 days begins.

Article V  
Quality warranty, liability for defects

1. The Seller provides a warranty on the equipment of 3 months in case of sensors and cables and 1 year in case of preamplifiers.
2. The Goods have defects if they were not delivered in accordance with this Contract, meaning if they were not delivered in accordance with the Buyer's requirements.
3. The Buyer is obliged to disclose obvious defects during delivery of the Goods to the Seller during takeover of the Goods, and hidden defects without undue delay.
4. Within liability for defects, the Seller is liable for defects in the Goods at the moment of their takeover, even if the defect became apparent only in the course of using the individual types or units of the given Goods.
5. The Buyer is obliged to claim all defects from the Seller in writing without undue delay after it has

identified the defect (written application refers also to reporting via fax or e-mail), containing a maximally detailed specification of the identified defect. The Buyer will report defects to:

Vallen System GmbH, c/o [REDACTED]  
[REDACTED]  
[REDACTED]

The Buyer's contact person is:

[REDACTED]  
As soon as the Buyer sends this notice, it will be understood that it requires the free removal of the defect, unless specified otherwise in the notice.

#### Article VI

##### **Contractual penalties, compensation of damages and withdrawal from the Contract**

1. If the Seller does not deliver the Goods to the Buyer by the deadline under Art. III (1), it will pay the Buyer a contractual penalty of 0.5% of the total bid price excl. VAT for every started day of delay.
2. If the Buyer delays in paying the invoice, it will be obliged to pay the Seller interest on arrears in the amount pursuant to the valid regulation.
3. The contractual penalty and interest on arrears are due within thirty calendar days from the date when the written request for payment was delivered to the obliged party by the authorised party, to the account of the authorised party specified in the written request.
4. Payment of the contractual penalty does not affect the compensation of damages incurred by either Party.
5. Withdrawal from the Contract is governed by the respective provisions of the Civil Code.
6. The Buyer is authorised to withdraw from the Contract if insolvency proceedings against the Seller were commenced.

#### Article VII

##### **Miscellaneous provisions**

1. Without prior written consent from the Buyer, the Seller is not authorised to assign the rights and obligations from this Contract to a third party.
2. Issues not regulated by this Contract are governed by the relevant provisions of the Civil Code.
3. The Seller takes into account the Buyer's obligation to publish the data specified in this Contract in accordance with Act No. 134/2016 Coll., Public Procurement Act, as amended, with Act No. 106/1999 Coll., on freedom of information, as amended, with Act No. 340/2015 Coll., on the contracts register, and other generally binding legal regulations, in the manner arising from the specified regulations or as decided by the Buyer.

The Parties undertake to keep confidential and not disclose to third parties any confidential information - nondisclosure obligation - as defined below:

- all information provided to the Contractor in the meaning of Act No. 134/2016 Coll., Public Procurement Act, as amended
  - information subject to a nondisclosure obligation imposed by law (e.g. personal data, confidential facts).
  - the Seller's business secrets or other data protected under special legal regulations with the justification of such classification, in writing before signing this Contract. The Seller takes into account that this procedure cannot be applied in relation to the value of the actual price paid for the performance of this Contract and to the Seller's list of subcontractors, and for information, the disclosure of which is required by law.
4. The Seller is obliged to allow all entities authorised to conduct inspection of the project, from whose resources the delivery is paid, to conduct an inspection of the documents related to the performance of the Contract, for the period stipulated by Czech legal regulations for their archiving (Act No. 563/1991 Coll., on accounting, and Act No. 235/2004 Coll., on value added tax).
  5. The Seller is obliged to archive all documents and accounting records related to the delivery of the subject of performance until 2028, unless the Czech legal code stipulates a longer period. These documents and accounting records will be archived in the manner stipulated by valid legal regulations.

#### Article VIII Final provisions

1. This Contract comes into validity on the date of its signing by both Parties. This Contract comes into effect by registration in the contracts register pursuant to the following provisions hereof.
2. The registration of this Contract pursuant to Section 5 of Act No. 340/2015 Coll., on the contracts register, will be performed by the Buyer as agreed by the Parties, so that the confirmation of contract registration is sent to both Parties.
3. Potential disputes between the Parties shall be solved preferentially by agreement. If an agreement is not reached, disputes will be resolved by the respective court, not by an arbiter.
4. All correspondence between the Parties, including their representations, is irrelevant in relation to this Contract, unless stipulated otherwise in this Contract.
5. This Contract is drafted in three counterparts, of which the Buyer receives two and the Seller receives one.
6. Each Party declares that it enters into this Contract freely and solemnly, that it considers the content of this Contract to be definite and comprehensible and that it is aware of all the facts relevant to the conclusion of this Contract, in witness whereof the Parties affix their signatures to this Contract.

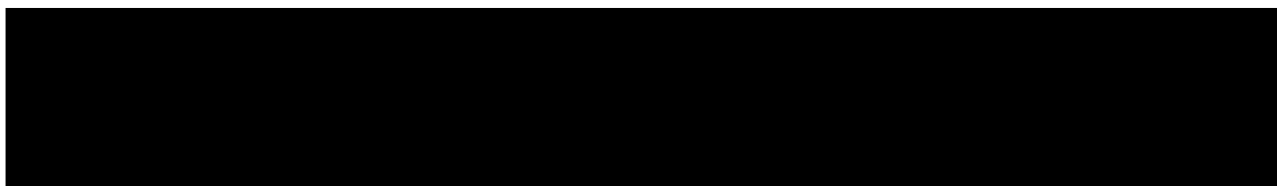
Anne No. 1 - Technical specification of the Goods

Ostrava dated: \_\_\_\_\_

\_\_\_\_\_ dated: \_\_\_\_\_

On behalf of the Buyer:

On behalf of the Seller:



Dean

Position:

Sales

Valten System  
Schaeflharner Weg 20a  
82057 Icking / Germany  
Tel. +49 8178 9874-400. Fax -444



Příloha č. 5 ke směrnici o zajištění VKS

Plná moc k zastupování příkazce operace/správce rozpočtu/hlavní účetní<sup>1</sup>

Já níže podepsaný

Jméno a příjmení:

Datum narození:

Bytem:

Udělují tímto plnou moc

paní/panu:

bytem:

k zastupování v rozsahu příkazce operace/správce rozpočtu/hlavní účetní pro VŠB-TUO,  
útv. 300

Tato plná moc se uděluje na dobu

od

1. 3. 2019

do 11. 3. 2019

V Ostravě dne 18. 2. 2019

Zmocnitel: podpis

Plnou moc v plném rozsahu přijímám.

Zároveň čestně prohlašuji, že jsem nebyl pravomocně odsouzen pro úmyslný trestný čin, pro nedbalostní trestný čin majetkové povahy nebo trestný čin související s výkonem veřejné správy a nehrozí u mé osoby střet zájmů podle zvláštních právních předpisů.

Zmocněnec: podpis

<sup>1</sup> Nehodící se škrtněte

# Vallen Systeme GmbH

The Acoustic Emission Company



Vallen Systeme GmbH • Schaeftl. Weg 26a, 82057 Icking, Germany

Schaeftlanner Weg 26 a  
82057 Icking  
Germany

VSU Technical University of Ostrava  
Faculty of Mechanical Engineering  
Department of Applied Mechanics

17. listopadu 15/2172  
708 33 OSTRAVA-PORUBA  
CZECH REPUBLIC

Tel. +49-8178-9674-400  
Fax +49-8178-9674-444  
26 February 2019  
pages: 2 / CH

According to your email we are pleased to submit the following

## Quotation No. 1902-058.A

### AE-sensors and accessories.

For a detailed description of the codes please see Document-References (at the end of this quotation).

Item	Pcs	Code	Description	Price/pc in EUR	Price/item in EUR
1.		AEP5H	AE-Preamplifier, 20 kHz – 2.4 MHz, single-ended input, 34 dB gain (40 dB on request, gain set by internal switch)		1.324,00
2.		VS45-H	AE sensor, 20-450 kHz, ceramic face, microdot connector		1.212,00
3.		CBL-1-10M-V1	Coaxial cable RG-58, 10m length. Male, straight BNC-connectors. For connection preamplifier to ASIP-2.		264,00
4.		CBL-1-1M2-V5	Sensor-cable to preamplifier, 1,2 m, up to 80°C, connectors: microdot (sensor) to BNC (preamplifier)		212,00
<b>Value</b>				<b>EUR</b>	<b>3.012,00</b>

Pricing: exclusive VAT, customs etc., incl. packing

Payment: 30 days after delivery.

Terms of delivery: FCA (Free Carrier) Icking, Germany (Incoterms® 2010, ICC)

If desired we can organize shipment and add costs for transport and transport insurance on invoice.

Shipment: 4-5 weeks after receipt of the order and 1 week after receipt of the complete payment.

Think AE - think Vallen! User-friendly, reliable, up to date

Managing Directors:

Bank: UniCreditBank AG,  
SWIFT/BIC:  
IBAN Code:

Registered office: 82057 Icking, Germany  
Trade Reg.: HRB 100 531 District Court Munich  
ISO 9001 Certificate: TÜV SÜD Reg. No. 121009918  
VAT-ID number: DE 128 372 233  
WEEE-Reg.-No.:

Bank: Postbank AG  
SWIFT/BIC:  
IBAN Code:

\\fs\Clients\EU\CZ\Unis\OstravaTU\MechanicalEngineering\1902-058\_4xVS45H+4x AEP5H+acc\1902-058.A.docx



Warranty: 2 years (see "AMSY-6 System Specification"),  
but for sensors and cables 3 months (see documents "Acoustic Emission Sensors"  
and "Accessories for Acoustic Emission Systems")

Validity: 6 months

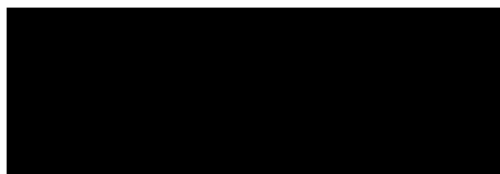
Conditional Performance because of Export Restrictions: This offer and later order fulfillment is conditional upon that no hindrances attributable to European, German or otherwise applicable laws national, EU or international rules of foreign trade law or any embargos or other sanctions exist. The purchaser shall provide any information and documents required for export, transport and import purposes.

Conditions not specified above are covered under the "General Conditions for the supply of products and services of the electrical and electronics industry" published by "ZVEI-Zentralverband Elektrotechnik- und Elektronikindustrie e.V." as of June 2011.

We will support your success by outstanding quality and fast and reliable service.

Sincerely yours,

VALLEN SYSTEME GmbH



Sales

Document-References:

AMSY-6 System Specification (AMSY-6\_Spec), AMSY-6 System Description (AMSY-6\_Description), Acoustic Emission Sensors (sov), AE Preamplifiers (pre) and Accessories for Acoustic Emission Systems (acc), available on the current Vallen AE-Suite USB stick (subdirectory \InfoSet) or at [www.vallen.de/quote-ref](http://www.vallen.de/quote-ref)

Think AE - think Vallen! User-friendly, reliable, up to date