

Masaryk University, Faculty of Sport Studies

Place of business: Žerotínovo nám. 9, 601 77 Brno

IC: 00216224, DIC: CZ00216224,

Represented by: [REDACTED], dean of the faculty

hereinafter referred to as the Buyer

SELLER

Represented by

Place of business

Mailing address

Registered in

Statsports Group Limited		
[REDACTED]	Position	Business Development Executive
Drumalane Mill, The Quays, Newry, Northern Ireland, BT35 8QS	ID/	NI 641589
Drumalane Mill, The Quays, Newry, Northern Ireland, BT35 8QS	Tax N.	GB257561091
Northern Ireland, United Kingdom	Account number	74882622

THE PURCHASE AGREEMENT

Seller's contract number.....

Buyer's contract number¹

A. Special part

Purpose of goods	Contracting authority is asking for with the title Strategické investice Masarykovy univerzity do vzdělávání SIMU+, reg. č. [REDACTED] OP VVV.		
Subject of the contract	by the Seller Transfer of ownership of the goods to the Buyer Delivery to the place of delivery Installation Removal of wrapping paper Handover of documents Providing a guarantee by the Buyer Receipt of the goods at the point of delivery Payment of the purchase price		
Description of goods	New and unused Further definition of the goods is specified in the Annex 1 and 2		
Delivery date	Not later than 30 March 2019	Place of delivery	Kamenice 5, 625 00 Brno
Price with VAT	price without VAT €35,400 EUR		
Payment of invoices	21 days after receipt of the invoice and before delivery, if the invoice is delivered in advance	Basic terms of payment	- No backups are provided - Number of this contract must be on the invoice and number of project [REDACTED] - Annex of invoice must be handover/installation protocol
The warranty period	12 months	removal of defects warranty	Within 25 working days from notification (or sooner if possible);
Place of removal of defects	-	Contact for notification of warranty defects	Guarantee and removal of defects warranty; if it is needed, software will be updated free of charge and the update will be provided or installed by seller after agreement with buyer
Terms of sanctions	- For delay with payment of financial performance. Interest on late payment 0.1 % of the owed amount with VAT for each day of delay - For delay in delivery of goods the penalty of 0.1 % of the price with VAT for each day of delay - For delay in removing reported warranty defects 0.3 % of the price with VAT for each failure to cure the defect and the warranty day delay - For not delivery of goods specified in Annex No. 1 and/or 2 is the penalty of 15% of the price with VAT		
Supplements	Annex No. 1 Absolute requirements (Technical conditions and technical specification" – fill in on the basis of the instructions and pattern submitted in the tender documents) Annex No. 2 Technical specification of goods (Part of the " Technical conditions and technical specification " is the official technical and visual documentation of the goods)		

¹To be added manually by the buyer before signing the contract

B. General part

This part regulates detailed conditions of the purchase contract. The Part A defines basic conditions of contract. In the event of any conflict between the Part A and the Part B of this contract, the part A has precedence.

I. Introductory provisions

- 1) The seller must deliver the new and unused or unrepaired goods and provide services associated with the delivered goods. Goods must fulfil the stated purpose. If the purpose is not expressly stated, it must fulfil the purpose which is determined by the way the goods are generally used.
- 2) The goods delivered contrary to the paragraph 1 of this Article shall be deemed defective.

II. Invoicing and payment terms

- 1) The purchase price includes all costs and profit of the seller. The purchase price especially includes banking and other fees and transport of the goods, putting into a permanent operation, and the warranty service. The purchase price is fixed and complete and includes complete delivery.
- 2) The buyer shall pay the purchase price before receiving the goods and documents necessary for the operation of a device, if the invoice is delivered in advance.
- 3) The date of payment of the purchase price shall be considered the day on which the amount is debited from the account of the buyer to the seller's account stated on the invoice. If the invoice is incorrect or incomplete, the buyer is entitled to return it to the seller for a revision or an amendment. In this case, a new maturity period runs from the date of receipt of the corrected invoice by the buyer.

III. Terms of delivery and transfer of title

- 1) The seller delivers the goods with proper accessories. Accessories especially mean (installation material, assembly jigs, connectors, jumper cables, user codes, passwords, etc.).
- 2) The buyer is obliged to accept the goods only if it is free of defects. The buyer is entitled to refuse defective goods.
- 3) The seller agrees to deliver to the buyer the documents necessary for the proper use of the goods, for example appropriate approval certificates, declarations of conformity, instructions for usage and operation, assembly and installation instructions.
- 4) The buyer shall acquire right of ownership to the goods at the time of signing the acceptance protocol.
- 5) Risk of damage to the goods passes to the buyer upon signing the acceptance protocol.

IV. Guarantee of quality (warranty)

- 1) The seller provides the buyer a guarantee of quality (warranty) for the period specified in the Part A. The guarantee (warranty) begins after the signing of acceptance report.
- 2) The seller guarantees that the product will have the usual characteristics or properties stated by the contract during the guarantee period.
- 3) Warranty service is provided free of charge by the seller and includes all costs associated with the warranty service, especially the costs of spare part(s).
- 4) The buyer announces warranty defects to the seller's authorized person referred to in the Part A of this Contract. Seller shall start examining and working on the removal of the claimed defects after the receipt of the notice of defects without undue delay. If the seller will not be able to remove the defects within the period of time provided for removal of warranty defects set out in the Part A of this Contract, the seller will provide and deliver an adequate replacement device or devices that functionally replace the defective goods, until the defective goods are repaired and put into operation.
- 5) If the warranty defects are removed by the seller according to the part A, the buyer sends notice along with the goods.
- 6) The warranty period does not run as long as the buyer cannot use the goods for its defects, for which is the seller accountable.
- 7) The warranty does not cover damage to the goods caused by an improper or incorrect installation or an incorrect operation contrary to the instructions given in the operating instructions, or an inadequate storage contrary to its technical characteristics.
- 8) The buyer is entitled to withdraw from the contract if he cannot deliver the notice of defects to the seller.
- 9) If the seller is in default with the removal of warranty defects, the buyer has the right to withdraw from the contract after providing an additional reasonable time for removal of defects.
- 10) In the event that the warranty defect is not repairable defect, the buyer is entitled to withdraw from the contract or to request delivery of new goods.
- 11) In the case of an unjustified notice of defects the buyer pays the costs of removing defects.
- 12) The buyer has the right for the removal of defects even if the defects were knowable during the contract closure.

V. Final negotiations

- 1) Contract's penalties are set out in the Part A of this contract.
- 2) If the goods or its part meet the criteria of a copyrighted work, the seller transfer to the buyer even the non-exclusive license to all types of usage of such work without the restrictions of time or spatial constraints. The buyer is not obligated to use the work. The price of the license is included in the purchase price.
- 3) Individuals who enter into this agreement on behalf of each Party signing the contract claim that they are entitled to make a valid contract.
- 4) The seller is not entitled without the prior written consent of the buyer to assign any rights or duties arising from this contract to a third party.
- 5) This contract can only be modified by numbered amendments in writing signed by both Parties.
- 6) The seller, under the terms and conditions set forth in this contract, in accordance with buyer's instructions, and undertake all necessary professional care, undertakes to archive at least by 31 December 2033 all documents made in connection with the performance of this contract and at any time during this time to allow the buyer access to these archived documents; the buyer

is entitled to take over the above mentioned documents free of charge after the expiration of ten years from the date of receipt of the item from the seller; if the legal provision for a document provides for a longer period of archiving, the seller is obliged to comply with such legislation

- 7) The Seller acknowledges that the purchase price is covered by the Operational Program and undertakes to cooperate for control under Section 13 (3) of Act No. 320/2001 Coll., On Financial Control, and also undertakes to provide co-operation in the control performed by the Grantor , the relevant Managing Authority of the Operational Program, the Ministry of Finance, the Financial Administration, the Supreme Audit Office, the European Commission or the European Court of Auditors, or other bodies authorized to exercise control. Seller is obliged to undertake this obligation as well as its possible subcontractors.
- 8) The Parties agree that the rights and obligations of this agreement shall be governed by the Civil Code of the Czech Republic.
- 9) This contract has two counterparts, the seller will receive one and the buyer will receive one.
- 10) The seller acknowledges that the buyer is obliged to publish all contracts including its Annexes and any amendments if the price of performance is greater than 50 000 CZK without VAT.
- 11) This contract shall enter into force upon a signature by both parties and after publishing this contract at <https://smlouvy.gov.cz/>.
- 12) The Contracting Parties declare that they have read this Agreement, and that it was made after mutual negotiation using their free, serious, determinate and comprehensible will, not in distress or grossly disadvantageous conditions.

In Brno date 25. 3. 2019

date: 25/03/2019

