**PURCHASE CONTRACT**

*This purchase contract (“****Contract****”) was concluded pursuant to section 2079 et seq. of the act no. 89/2012 Coll., Civil Code (“****Civil Code****”), on the day, month and year stated below by and between:*

**Czech Technical University in Prague, Faculty of Electrical Engineering**

 Registered office: Jugoslávských partyzánů 1580/3,

 160 00 Prague 6 – Dejvice, Czech Republic

 Company identification No: 68407700

 Tax identification No.: CZ68407700

 Represented by: xxxxxxx

 Bank details: xxxxxxx

 Bank account No.: xxxxxxx

 on the one side as the buyer (“**Buyer**”)

and

**ROBOTNIK AUTOMATION SLL**

 Registered office: Carrer Ciutat de Barcelona 3A 46988 Paterna SPAIN

 Company identification No: 97223630

 Tax identification No.: ESB97223630

 Represented by: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

 Registered in: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

 Bank details: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

 Bank account No.: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

 on the other side as the seller (“**Seller**”)

(The Buyer and the Seller are hereinafter jointly referred to as “**Parties**” and individually as “**Party**”).

**WHEREAS**

1. The Buyer is a public contracting authority.
2. For the successful realization of the Project it is necessary to purchase the Object of Purchase (as defined below) in accordance with the provisions of Act No. 134/2016 Coll., on Public Procurement, as amended.
3. The Seller wishes to provide the Object of Purchase to the Buyer for consideration
4. The Seller’s bid for the public procurement entitled **“Wheeled robots for education”*,*** and whose purpose was to procure the Object of Purchase (“**Public Procurement**”), was selected by the Buyer as the most economically advantageous.

**IT WAS AGREED AS FOLLOWS:**

**I.**

**BASIC PROVISIONS**

## Under this Contract the Seller shall hand over to the Buyer 6 units of TURTLEBOT2 wheeled robot for education purposes, which shall meet requirements listed in Annex 1 (*Technical Description of the Offered Performance*) to this Contract (“Object of Purchase”) and shall transfer to the Buyer ownership right to the Object of Purchase, and the Buyer shall take over the Object of Purchase and shall pay the Seller the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.

## Under this Contract the Seller shall also carry out following activities (“Related Activities”):

#### to elaborate and hand over to the Buyer operational, installation and maintenance manuals of the Object of Purchase and other documents that are necessary for the proper takeover and use of the Object of Purchase in English language in electronic form in the extent specified in Annex 2 (Technical Specification);

#### to handover the declaration of conformity of the Object of Purchase with the approved standards;

#### to elaborate a list of particular items of the Object of Purchase for the purposes of verification.

## The Seller promises to the Buyer that if for the fulfilment of the requirements of the Buyer under this Contract or the proper operation of the Object of Purchase are necessary other deliveries and activities not mentioned in this Contract, the Seller shall procure such deliveries or shall carry out such activities at its own expense without any effect on the Purchase Price.

**II.**

**TIME AND PLACE OF DELIVERY**

1. The Seller shall deliver the Object of Purchase and shall carry out Related Activities within 16 weeks from the effective date of this Contract.
2. The Seller is responsible for shipping the Object of Purchase to the Place of delivery. The place of delivery is: CTU in Prague, FEE, xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.

**III.**

**THE OWNERSHIP RIGHT**

1. The ownership right to the Object of Purchase shall be transferred to the Buyer upon the signature of the Handover Protocol (Delivery note) by both Parties.

**IV.**

**PRICE AND PAYMENT TERMS**

## The purchase price for the Object of Purchase is EUR 17.174’00,- without value added tax (“VAT”), and with the VAT rate 21 % (if applicable in this case) is EUR 17.174’00,- (“Purchase Price”).

## The Purchase Price cannot be exceeded and includes all costs and expenses of the Seller related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the handover of the Object of Purchase and execution of Related Activities, costs of copyright, insurance, warranty service and any other costs and expenses connected with the performance of this Contract.

## The Purchase Price may be changed only if:

#### in the period between the conclusion of this Contract and the signature of the Handover Protocol the rates of VAT are changed (in such a case the new price for the Object of Purchase shall only reflect the new rate of VAT) or if

#### the change is done in accordance with the act No. 134/2016 Coll., on Public Procurement Awarding.

## The Purchase Price for the Object of Purchase shall be paid in EUR on the basis of a tax documents – invoices, to the account of the Seller designated in the invoice.

## The Buyer shall realize payments on the basis of duly issued invoices within 15 days from their receipt. The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Buyer’s account on behalf of the Seller’s account.

## The invoice issued by the Seller as a tax document must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Seller in accordance with this Contract shall contain in particular following information:

#### name and registered office of the Buyer,

#### tax identification number of the Buyer,

#### name and registered office of the Seller,

#### tax identification number of the Seller,

#### registration number of the tax document,

#### scope of the performance (including the reference to this Contract),

#### the date of the issue of the tax document,

#### the date of the fulfilment of the Contract,

#### Purchase Price (must be corresponding with the price in Order and Quotation),

#### Identification of Buyer’s order,

#### Identification of the project on the basis of which this contract is implemented, ie Project No: CZ.02.2.67/0.0/0.0/17\_044/0008539

## and must comply with the double tax avoidance agreements, if applicable.

## In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Seller during it maturity period and this shall not be considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice to the Buyer.

**V.**

**SELLER’S DUTIES**

1. The Seller shall ensure that the Object of Purchase and Related Activities are in compliance with this Contract including all its annexes and applicable legal (e.g. safety), technical and quality norms.
2. During the performance of this Contract the Seller proceeds independently. If the Seller receives instructions from the Buyer, the Seller shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Seller finds out or should have found out if professional care was exercised that the instructions are for any reason inappropriate or illegal or in contradiction to this Contract, then the Seller must notify the Buyer.
3. All things necessary for the performance of this Contract shall procure the Seller, unless this Contract stipulates otherwise.
4. The Seller is aware that the Buyer does not have at its disposal premises for the storage of packaging and, therefore, shall not store packaging of the Object of Purchase. The absence of original packaging cannot be an excuse for refusal of elimination of defects of the Object of Purchase.

**VI.**

**WARRANTY**

## The Seller shall provide a warranty of quality of the Object of Purchase for the period of 12 months. If on the warranty list or other document is the warranty period of longer duration, then this longer warranty period shall have priority over the period stated in this Contract.

## The warranty period shall begin on the day of the Object of Purchase commissioning.

## The Seller shall remove defects that occur during the warranty period free of charge and in the terms stipulated in this Contract.

## If the Buyer ascertains a defect of the Object of Purchase during the warranty period, the Buyer shall notify such defect without undue delay to the Seller. Defects may be notified on the last day of warranty period, at the latest.

## Buyer shall notify the Seller of warranty defects by telephone, in writing or by e-mail. The Seller shall accept notifications of defects on the following e-mail address: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx. The Seller shall confirm within 3 days from the receipt of the notification with information about the request acceptance, a suggestion of solution and the term of a defect removal.

## In the notification the Buyer shall describe the defect and the manner of removal of the defect. The Buyer has the right to:

#### ask for the removal of the defect by the delivery of a new Object of Purchase or its individual parts, or

#### ask for the removal of the defect by repair, or

#### ask for the reasonable reduction of the Purchase Price.

## The choice among the above mentioned rights belongs to the Buyer. The Buyer is also entitled to withdraw from this Contract, if by delivering the Object of Purchase with defects this Contract is substantially breached. The Contract shall also be substantially breached in case that the same defect occurred repeatedly, i.e. more than three times.

## The Seller shall remove the defect within 14 days from its notification, unless Parties agree otherwise.

## The Seller shall remove the defect within terms stipulated in this Contract even if the notification of the defect is in his opinion unjustified. In such a case the Seller is entitled to ask for reimbursement of the costs of removal of the defect. If Parties disagree on whether the notification of the defect is justified or not, the Buyer shall ask an expert for the expert’s opinion, which shall determine whether the notification of the defect was justified or not. In the case that the expert considers the notification as justified, then the Seller shall bear costs of the expert’s opinion. If the expert considers the notification to be unjustified, then the Buyer shall reimburse the Seller for verifiably and effectively incurred costs of removal of the defect.

## Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the confirmation that the defect was removed. In the case of repair in the warranty period, this period shall be extended by a period of time that elapses between the notification of the defect until its removal.

## In case that the Seller does not remove the defect within stipulated time or if the Seller refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Seller shall reimburse these costs within 10 days after the Buyer’s invoice delivery.

## The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller’s instructions for the operation and maintenance of the Object of Purchase.

## Parties exclude the application of Section 1925 of the Civil Code.

**VII.**

**REPRESENTATIONS AND WARRANTIES OF THE SELLER**

## The Seller represents and warrants to the Buyer that

#### has all the professional prerequisites necessary for the proper fulfilment of this Contract,

#### is fully authorized to perform this Contract, and

#### there are no obstacles on the Seller’s side that would preclude him from the due performance of this Contract.

**VIII.**

**PENALTIES**

## If the Seller is in default regarding the delivery of the Object of Purchase, i.e. the Seller breaches its duty to perform this Contract in time and due manner, the Seller shall pay to the Buyer a contractual penalty in the amount of 0,1% of the Purchase Price for every (even commenced) day of default.

## If the Seller is in delay with the removal of the defect, the Seller shall pay to the Buyer a contractual penalty in the amount of 0,05% of the Purchase Price for every (even commenced) day of default.

## The Seller shall pay contractual penalties within fifteen (15) days from the day, on which the Buyer enumerated its claims. The payment of contractual penalties shall not affect the right of the Buyer to damages even to the extent to which such damages exceeds the contractual penalty.

## Total amount of contractual penalties that the Buyer is entitled to claim shall not exceed 30 % of the Purchase Price.

## The Buyer is entitled to unilaterally set off claims arising from the contractual penalties against the claim of the Seller for the payment of the Purchase Price.

## Parties exclude the Section 2050 of the Civil Code.

**IX.**

**RIGHT OF WITHDRAWAL**

## The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:

#### the Seller shall be in delay with the fulfilment of this Contract and such delay lasts more than two (2) months;

#### the Object of Purchase shall not fulfil the requirements stipulated in this Contract, in particular in Annex 1 (Technical Specification);

#### the insolvency proceeding is initiated against the Seller; or

#### the Buyer ascertains that the Seller provided in its bid for the Public Procurement information or documents that do not correspond to the reality and that had or could have had impact on the result of the tendering procedure, which preceded the conclusion of this Contract.

**X.**

**CONFIDENTIALITY**

## Parties shall not disclose information that shall become available to them in connection with this Contract and its performance and whose disclosure could harm the other Party. Duties of the Buyer ensuing from the applicable legal regulations remain unaffected.

**XI.**

**REPRESENTATIVES OF THE PARTIES**

## The Seller appoints following representatives for the communication with the Buyer:

## In technical matters:

Name: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

E-mail: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Tel.: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

In contractual matters:

Name: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

E-mail: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Tel.: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

## The Buyer appoints following representatives for the communication with the Seller:

Name: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

E-mail: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

**XII.**

**FINAL PROVISIONS**

## This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.

## The Parties agree with publication of this Contract in the register of contracts pursuant to the Act no. 340/2015 Coll., On the Register of Contracts, as amended. The publication shall be ensured by the Czech Technical University in Prague; if one of the parties considers some of the information specified in the Contract for personal information or trade secrets, or data that may be to publish under the Act, such information must be explicitly identified as such during the contracting process.

## All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferable settled by a mutual negotiation. In case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.

## The Seller bears the risk of changed circumstances within the meaning of Section 1765 of the Civil Code.

## The Seller takes into account that the Buyer is not in relation to this Contract an entrepreneur, nor the subject matter of this Contract is connected with the business activities of the Buyer.

## The Seller is not entitled to set off any of its claims or his debtor’s claims against the Buyer’s claims. The Seller is not entitled to transfer its claims against Buyer that arose on the basis or in connection with this Contract on third parties. The Seller is not entitled to transfer rights and duties from this Contract or its part on third parties.

## All modifications and supplements of this Contract must be in writing.

## If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract is such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.

## If any Party breaches any duty under this Contract and knows or should have known about such breach, it shall notify it to the other Party and shall warn such Party of possible consequences of the breach.

## This Agreement is written in English in one (1) copy in electronic form and in four (4) copies in paper form, each of which has the nature of the original. Each of the Parties shall receive two (2) copies in paper form.

## An integral part of this Contract is Annex 1 (Technical Description of the Offered Performance) and Annex 2 (Technical specifications) In case of any discrepancy between the provisions of this Contract and the provisions of Annex 1 (Technical Description of the Offered Performance) the provisions of this Contract shall prevail.

## This Contract shall be valid on the date of the signature of both Parties and effective on the date of publication in the register of contracts.

In Prague, on In Paterna, on

 ……………………………………….. ……………………………………..

 for the Buyer for the Seller

 xxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxxx

 dean CEO of ROBOTNIK AUTOMATION SLL

**ANNEX 1**

**TECHNICAL DESCRIPTION OF THE OFFERED PERFORMANCE**

6 pieces of mid-size wheeled robot for education with full performance PC, RGB-D camera, Depth sensor (2D Lidar), battery pack, touch-screen, wifi and ethernet connection, docking station for charging.

**Technical details:**

* RGB-D camera, depth range 0.2-10 m, global shutter, min 30 fps frame rate, USB
* 2D Lidar, angular range min 135 degrees (360 preferrable), depth range 0.15-12 m, indoor use
* HDMI 7" 800x480 With Touchscreen
* battery shall allow at least 2 hours autonomy
* PC i7 4 core processor, 32 GB RAM, at least 256 GB SDD, powered from the robot
* Size of the robot: big enough to encompass all the requirement above but not bigger

**ANNEX 2**

**TECHNICAL SPECIFICATIONS**

**Functional Specification**

* **Maximum translational velocity: 70 cm/s**
* **Maximum rotational velocity: 180 deg/s (>110 deg/s gyro performance will degrade)**
* **Payload: 5 kg (hard floor), 4 kg (carpet)**
* **Cliff: will not drive off a cliff with a depth greater than 5cm**
* **Threshold Climbing: climbs thresholds of 12 mm or lower**
* **Rug Climbing: climbs rugs of 12 mm or lower**
* **Expected Operating Time: 3/7 hours (small/large battery)**
* **Expected Charging Time: 1.5/2.6 hours (small/large battery)**
* **Docking: within a 2mx5m area in front of the docking station**

**Hardware Specfication**

* **PC Connection: USB or via RX/TX pins on the parallel port**
* **Motor Overload Detection: disables power on detecting high current (>3A)**
* **Odometry: 52 ticks/enc rev, 2578.33 ticks/wheel rev, 11.7 ticks/mm**
* **Gyro: factory calibrated, 1 axis (110 deg/s)**
* **Bumpers: left, center, right**
* **Cliff sensors: left, center, right**
* **Wheel drop sensor: left, right**
* **Power connectors: 5V/1A, 12V/1.5A, 12V/5A**
* **Expansion pins: 3.3V/1A, 5V/1A, 4 x analog in, 4 x digital in, 4 x digital out**
* **Audio : several programmable beep sequences**
* **Programmable LED: 2 x two-coloured LED**
* **State LED: 1 x two coloured LED [Green - high, Orange - low, Green & Blinking - charging]**
* **Buttons: 3 x touch buttons**
* **Battery: Lithium-Ion, 14.8V, 2200 mAh (4S1P - small), 4400 mAh (4S2P - large)**
* **Firmware upgradeable: via usb**
* **Sensor Data Rate: 50Hz**
* **Recharging Adapter: Input: 100-240V AC, 50/60Hz, 1.5A max; Output: 19V DC, 3.16A**
* **Netbook recharging connector (only enabled when robot is recharging): 19V/2.1A DC**
* **Docking IR Receiver: left, centre, right**

 **Software Specification**

* **C++ drivers for linux and windows**
* **ROS node**
* **Gazebo Simulation**