



BIOLOGY CENTRE ASCR

address: Branišovská 1160/31, 370 05 České Budějovice, Czech Republic

IBAN – CZ24 0800 0000 0000 0606 3942 | SWIFT CODE – GIBACZPX | VAT No.: CZ60077344

phone: +420 387 771 111 (telephone exchange) | www.bc.cas.cz | e-mail: bc@bc.cas.cz

CONTRACT FOR SALE OF GOODS

Biology Centre of the Czech Academy of Sciences (BC CAS)

Id.-No. 60077344

VAT No.: CZ60077344

IBAN: CZ24 0800 0000 0000 0606 3942

SWIFT CODE - GIBACZPX

Represented by: prof. RNDr. František Marec, CSc., Director (Institute of Entomology)

Branišovská 1160/31

CZ-370 05 České Budějovice

Czech Republic

(hereinafter referred to as the „**Buyer**“ on the first side)

and

Loligo® Systems Aps

VAT: 27467849

IBAN: DK2476430003001179

SWIFT: HANDDKKK

Represented by: Jannik Herskin, managing director, founder

Toldboden 3, 2nd floor

DK-8800 Viborg

Denmark

(hereinafter referred to as the „**Seller**“ on the second side)

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

have entered on the day, month and year as bellow, pursuant to the United Nations Convention on Contracts for the International Sale of Goods (hereinafter referred to as “**Convention**”), into the following

CONTRACT FOR SALE OF GOODS

I.

Subject-matter of Contract

1.1. The Subject-matter of this Contract is particularly the obligation of the Seller to deliver goods specified in the **Annex 1** hereto to the Buyer and to transfer the property in goods to the Buyer under the terms and conditions herein and the obligation of the Buyer to accept the delivered goods from the Seller and to pay the agreed purchase price.

II.

Sale of Goods

2.1. The Seller hereby agrees to deliver the Buyer goods (movables) specified in Annex 1 hereto (hereinafter referred to as the „Goods”) and in the time, quality and quantity specified in Annex 1 hereto. The Buyer shall collect the Goods and pay Seller for Goods the purchase price specified in the Article III. hereof.

2.2. The Seller fulfils his obligation to deliver the Goods when the Goods have been made available to the Buyer at Biology Centre of the Czech Academy of Sciences (“BC CAS”), Branišovská 1160/31, 370 05 České Budějovice. The Parties have agreed that the Seller shall arrange the transport of the Goods.



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2.3. The Seller shall deliver the Goods to Buyer until **31 January 2017**. The Seller shall notify Buyer regarding the delivery of Goods to carrier by email sent to adress: zurovec@entu.cas.cz.

2.4. The Buyer have a time to try out the goods and in case of dissatisfaction can put it back. In this case the Buyer will be returned the paid money on his bank account (minus bank fees and shipping cost) as soon as possible. The time for testing of the goods is fixed at **3 weeks from receipt of the goods**. By default, the warranty period is **two years from receipt of the goods**.

2.5. The title in the Goods shall pass to Buyer immediately upon delivery of the goods to a representative of the Buyer. Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery.

III.

Purchase Price

3.1. The Buyer shall pay the Seller the purchase price of the goods amounting **EUR 10 075,96** (hereinafter referred to as the „Purchase Price“). This price includes obligations connected with the goods manufacture, and transport to the Buyer. The price does not include installation to the Buyer. The Seller offers free remote support if needed (more here):

www.loligosystems.com/index.php?action=text_pages_show&id=310&menu=18&menu=18

3.2. The Purchase Price shall be due upon the invoice issued and sent by the Seller not later than 21 days from delivery and collection of Goods by the Buyer. The invoice shall be payable not later than **15th December 2016**.

3.3. If the Buyer fails to pay the purchase price, the Seller shall issue a 1st reminder. After two weeks would follow a 2nd reminder with an added 75 EUR collecting fee + 4% penal interests per due month.

IV.

Terms and conditions of Contract

4.1. By signing this contract the Buyer agrees that the terms and conditions of this contract shall be governed by the terms and conditions of the Seller, which are specified in Annex 1.

V.

Exclusion of Liability

5.1. A party is not liable for a failure to perform any of it's obligations if it proves that the failure was due to an impediment beyond it's control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the Contract or to have avoided or overcome it or its consequences. The exemption provided by this Article has effect for the period during which the impediment exists.

5.2. The non-performing party shall give prompt written notice to the other party of the reason for its failure to perform and the extent and duration of its inability to perform.

VI.

Jurisdiction of Court

6.1. The Contracting parties agreed that any disputes arising out of this Contract would be governed by the Common Court of the Czech Republic.

VII.

Final Provisions

7.1. This Contract shall come into force on the date of its conclusion. The date of conclusion of the contract means the date marked the date with the signatures of the parties. If the signatures of the Contracting Parties mentioned more data, the latest date.



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7.2. This agreement shall take effect on the date of its publication through the registry contracts pursuant to Act No. 340/2015 Coll. on registry agreements.

7.3. The parties agree that information (such as personal information, trade secrets) that are not properly identified in advance (by yellow color) according to the agreement, authorize the publication in the register of contracts in accordance with the Act.

7.4. The information which the parties have agreed to exclude from the obligation of prior publication in the register of contracts maintained by the Ministry of Interior of the Czech Republic, will be blacken in advance.

7.5. The contracting parties agreed to ensure the publication of the contract are hereby committed to the buyer.

7.6. The Contracting Parties hereby agree that entering into this Contract and performing duties under this Contract have been duly approved by the relevant company bodies of the Contracting Parties in a compliance with legal regulations, by-laws and other internal regulations of the Contracting Parties; and no other approval or consent shall be required.

7.7. The Contracting Parties agree to respect the legitimate interests of the other Party, shall conduct in accordance with the purpose of this Contract and shall not counteract such purpose and they shall perform all legal and other actions that may prove necessary to reach the purpose of this Contract.

7.8. All documents in writing shall be mailed at the address of the Contracting Parties set forth in the heading of this Contract unless either of the Contracting Parties shall give a written notice to the other Party on changing its address. Whatever papers the delivery of which is required, assumed or is made available by this Contract and regardless of any other available way allowed by the legal regulations to prove such a delivery, shall be deemed to have been served if such had been delivered to the other Contracting Party at the address set forth in the heading of this Contract or at the address noticed in written form by either Contracting Party to the other Party.

7.9. Any changes and amendments to this Contract shall require a written form.

7.10. If any provision of this Contract is determined to be invalid or unenforceable, the Contracting Parties hereby agrees to supersede such an invalid or unenforceable provision by a new valid and enforceable provision that most closely matches the intent and the purpose of the original provision.

7.11. This Contract and the relations arising from shall be governed by the Law of the Czech Republic and by the United Nations Convention on Contracts for the International Sale of Goods.

7.12. This Contract had been made in two duplicates whereby each Contracting Party shall retain one copy each.

Annex 1 – Purchase order and terms and conditions of contract

Annex 2 – Confirmation - Sole Source Justification

In České Budějovice on

In on

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Biology Centre of the Czech Academy of Sciences
prof. RNDr. František Marec, CSc.
Director (Institute of Entomology)

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Loligo® Systems Aps
Jannik Herskin
Managing director