

**Purchase Order (PO)**

Purchase Order Number/Date:

4500893063 / 13.06.2019

Contact person/Telephone/Mobile phone:

[REDACTED]

Supplier:

Registered Office:

SARL INTERLAB

3 RUE MARGUERITE DE NAVARRE

F-78540 Vernouillet

FRANCE

VAT ID No.: FR12330255415

Telephone/Mobile phone: [REDACTED]

Client:

Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4, CR Thereinafter referred to as "The Supplier"

Established by the Act No. 483/1991 Coll., on Czech Television

Not registered in the Czech Commercial Register

Represented by: Ing. Ivo Procházka

Bank Connection: Česká spořitelna, a.s., Praha 4

Bank Account No.: GB61BARC2078986249

ID No.: 00027383 VAT ID No.: CZ00027383

SWIFT (BIC) Code: GIBACZPX

Thereinafter referred to as "The Client"

The Supplier's No. in the Client's system: 200188

Invoice to: Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4

Please quote the Purchase Order No. and the invoiced item No. in all invoices and related correspondence.

In case of missing Purchase Order No. the invoice could not be processed and it will be returned to the Supplier.

Please consider this Purchase Order as binding and confirm it by 27.06.2019 at the latest.

Referring to your Quotation we would like to order the following:

Delivery date: 27.06.2019

Place of the Services Provision: Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4, Czech Republic

The Requested Time of the Services Provision: 23.07.2019 - 25.07.2019

Currency: EUR

Item	Service	Specification	The Program No./Title
	The Ordered Amount	Unit	The Unit Price
			The item price
1	900132	-	
	Calibration of 6 monitors PRM 4220 across CzechTV Praha site		
	Price include labor, traveling and hotel expenses Scheduled : 23-25.07.2019		
	1	Service	3.720,00
			3.720,00

Total net item price excl. VAT tax:

3.720,00

**PAYMENT CONDITIONS:**

The Supplier shall issue either (i) the invoice for the total price or (ii) the invoices for the individual items' prices. VAT will be reverse charged.

The stated prices are the most highly admissible and include all costs of the Supplier associated with the performance of the subject-matter of the PO.

The Client shall pay the price (s) to the Supplier pursuant to a tax document - invoice (thereinafter as "the invoice") issued by the Supplier until 14 days since the proper delivery of goods. The Client shall not provide any advance payment. An invoice shall be payable within 30 days of the day of its delivery to the Client, by cashless transfer to the account specified by the Supplier on the invoice. The parties agree that the day an invoiced amount is debited to Client's account shall be regarded as the day an invoice is paid.

The invoice must contain all the essentials stated for invoices by the relevant act valid in a country of the Supplier's registered office.

Both Client and Supplier hereby agree that the Supplier is entitled to submit electronic invoices (tax documents) via e-mail. Such invoices shall be submitted in PDF format from the Supplier's e-mail address to the following Client's e-mail address: [faktury@ceskatelevize.cz](mailto:faktury@ceskatelevize.cz).

Date of the invoice's delivery to the Client's mailbox shall be deemed to be the day of invoice's delivery to the Client, which shall be also deemed to represent the consent to use electronic invoices.

The Supplier is kindly requested to attach the original tax domicile certificate to the invoice to enable drawing of tax benefits according to a double tax treaty between the Czech Republic and the country of the Supplier's residence.

If Supplier is a VAT payer, then increases the price of VAT, and state such increased price on the invoice.

The Supplier - a VAT payer undertakes to state on invoices (tax documents) only the account published by the tax administrator in a manner allowing remote access within the meaning of Act No. 235/2004 Coll., on Value Added Tax as amended ("VAT Act"), i.e. in the Register of VAT Payers. In the event that the Supplier fails to state such account on the invoice (tax document), the Client is entitled, at its sole discretion, to pay the Supplier the price either

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Total net item value EUR 3.720,00

(i) to the account published by the tax administrator in a manner allowing remote access within the meaning of the VAT Act, or (ii) to the account stated on the invoice (tax document), where, in both of these cases, the Client is at the same time entitled to proceed in accordance with the following sentence; If the Client proceeds to do so, its contractual obligation to pay the price and the amount of VAT to the Supplier shall cease to exist. The Client is entitled, at its sole discretion, to pay VAT on the taxable supply in accordance herewith on behalf of the Supplier directly to the tax administrator within the meaning of the VAT Act (i.e. to the account of the tax administrator); if the Client proceeds to do so, its contractual obligation to pay the amount of VAT to the Supplier shall cease to exist.

**GUARANTEE:**

The Supplier provides the quality guarantee of the goods as well as the guarantee for the quality of all its parts. The Supplier also guarantees that the goods shall be new, fully functional, eligible for the usage towards the arranged (usual) purpose and that the goods shall maintain the arranged (usual) qualities and it shall be completely without defects. The guarantee period shall start to run since the proper takeover of the goods and takes 24 months.

**SANCTIONS:**

In case of the late Supplier's goods delivery the Client reserves the right to claim the interest on late payment amounting to 0.5 % (*in words: half a per cent*) from the total price per every commenced day of this delay.

In case of the late Client's payment with the invoice the Supplier reserves the right to claim the interest on late payment amounting to 0.03 % (*in words: three hundredths per cent*) from the debt on invoice not fully paid when due per every commenced day of this delay.

In every single case of the late Supplier's repair of goods (start of the repair or the defect's removal) the Client reserves the right to claim the penalty amounting to 0.5 % (*in words: half a per cent*) from the net purchase price per every commenced day of this delay.

The maturity of all the penalties is 15 (fifteen) calendar days since the delivery of an invoice issued for a penalty to another party.

The Supplier is not entitled to set any further penalties against the Client. The rights of the Client and the Supplier for damages beyond the penalties according to relevant provisions of the Civil Code remain unaffected.

**OTHER PROVISIONS:**

The Supplier is not entitled to change or complement the PO's wording in any way - in particular to add further penalties to the PO's wording or to add other provisions, unless it is allowed by these commercial terms. Should the Supplier attach its general commercial terms to the PO, the Supplier would acknowledge and by accepting the offer would agree that any penalties, withdrawal from the PO and other provisions deteriorating the Client's position comparing to these commercial terms or terms stated in the Civil code, are invalid. In case of the contradiction between the Supplier's general commercial terms added to the PO's wording and commercial terms stated in the PO the latter terms take precedence.

During the performance of the PO's subject-matter the Supplier undertakes not to allow the performance of illegal work defined in the § 5 letter e) of the Act No. 435/2004 Coll. on Employment, as amended.

The commercial relations between the Client and the Supplier not governed by the PO shall be regulated in accordance with the laws of the Czech Republic, especially the Civil Code.

All disputes, which may arise out of or in connection with the PO, shall be primarily settled in friendly understanding and negotiations. However if such friendly settlement cannot be arrived within a reasonable time after the occurrence of the dispute, both Client and the Supplier agree that, according to § 89a of the Act No. 99/1963 Coll., The Civil Procedure Code, the Prague 4 District Court, respectively the Prague Municipal court shall be the court having local jurisdiction. For preventing any potential questions, both Client and the Supplier agree that said disputes shall be referred to the exclusive jurisdiction of the Czech courts.

The Supplier, as an assignor, is obliged not to transfer its rights and obligations arising from the PO or its part to a third person.

Should any information in this Agreement be highlighted in yellow, the parties mutually agree that such information shall be redacted (blackened out) pursuant to the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws - hereinafter as the "Act on Registration of Agreements"). Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to the appropriate measures of the Parties to keep such information confidential. Only the Client shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 30 days commencing upon its execution. Provided that the Client does not make this Agreement public within this time period, either Party shall be authorized to make this Agreement public pursuant to the Act on Registration of Agreements.

It is hereby agreed that rights and obligations, which (as the case may be) have arisen from performance of obligations within the subject-matter of this Agreement in the period before it came into effect, shall be replaced by rights and obligations arising from this Agreement. The performance of obligations within the subject-matter of this Agreement in the period before it came into effect shall be regarded as performance in accordance with this Agreement, and the rights and obligations, which have arisen from such performance, shall be governed by this Agreement.

This Purchase Order (i.e. the Client's contract offer) cannot be accepted with any changes and/or other amendments.

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FRANCE

Total net item value EUR **3.720,00**

Date \_\_\_\_.

Date 17. 6. 2019

Czech Television \_\_\_\_\_

**Ing. Ivo Procházka**

The Supplier \_\_\_\_\_