



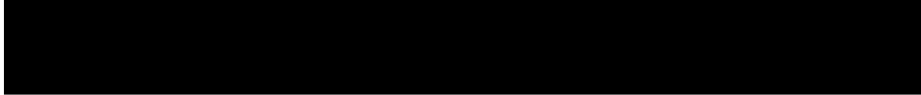
PURCHASE CONTRACT

VSB - Technical University of Ostrava, Faculty of Materials science and technology

registered seat: 17. listopadu 2172/15, 708 00 Ostrava - Poruba

represented by: prof. Ing. Jana Dobrovská, CSc., Dean of the Faculty of Materials science and technology

authorized as a contact person for the seller:



Business Identification Number: 61989100

Tax Identification Number: CZ61989100

(hereinafter referred to as the "buyer")

and

ATMAT Sp. z o.o.

with its registered seat: Leśna 28, 32-590 Libiąż, Poland;

business location: Władysława Siwka 17, 31-588 Kraków, Poland,

registered in the Companies Register (provided it is registered) under number 0000559460 by the District Court for Kraków-Śródmieście in Kraków, 12th Commercial Division,

represented by:



Chairman of the Board,

Vice-chairman of the Board

authorized as a contact person for the buyer



Business Identification Number: 361576192

Tax Identification Number: 628-226-40-77

Bank particulars: ING Bank Śląski, department in Sosnowiec (41-200), Małachowskiego 7

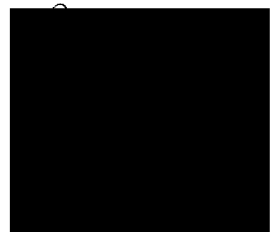
Account number (IBAN): P



(hereinafter referred to as the "seller")

(hereinafter also jointly referred to as the "contracting parties")

concluded the following purchase contract (hereinafter referred to as the "contract" in compliance with the stipulations of Section 2079 and of the following sections of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code")):



I.

1. The buyer and the seller conclude this contract following the call for tenders through a public contract and the following tender selection procedure titled "A Large scale 3D printer for plastic parts" (hereinafter referred to as the "Public Contract") awarded within the project "Infrastructure Provision of the Study Program Industrial Design", reg. No. CZ.02.2.67/0.0/0.0/18_059/0009936 (hereinafter referred to as the "Project"), financed through the Operational Programme Research, Development and Education (hereinafter referred to as OP RDE).
2. By this Contract, the Seller guarantees to the Buyer the fulfilment of the Public Contract assignment and all the resulting conditions and obligations assumed by the Seller in the tender of the Public Contract proceedings according to the tender conditions and the Seller's offer.

II.

Subject of the contract

1. By signing this contract, the seller undertakes to deliver to the buyer the given goods and to allow the seller to obtain the ownership right to the goods. The buyer undertakes to accept the goods and to pay the seller the agreed purchase price.
2. Pursuant to this contract the Seller undertakes to deliver to the Buyer the following goods - **A large scale 3D printer for plastic parts including accessories** (hereinafter referred to as the "goods" or "equipment" or "Fulfilment") in the scope, quality and in accordance with the exact technical specification, which is given under this contract in Appendix No. 1 – Technical Specification.
3. The subject of the goods delivery includes transportation to the place of performance, unloading and packaging disposal as well as execution of all other activities conditional on the connection and putting into operation of the goods and demonstration of its proper functioning (installation) and:
 - a) acquainting the Buyer's employees (3 persons) at the delivery point with the operation and maintenance of goods through a training in the extent of min. 8 hours,
 - b) provision of necessary authorizations for the use of the goods, i.e. SW licenses, which will be installed in the goods or intended for the operation of the goods - to the extent specified in Appendix No. 1 to the Contract,
 - c) delivery of user documentation and manuals in an electronic form on a physical data carrier in the Czech or English language,
 - d) performing other services related to installation and the setup of the goods.
4. A part of the implementation is also formed by the provision of a warranty service with regard to the delivered goods during the given warranty period.
5. The delivered goods will be new and not refurbished. Demo versions are not acceptable either.

III.


Delivery deadline and location

1. The seller is obliged to deliver the goods to the buyer including all related documentation and implementation of all activities stated in Article II of this contract (with the exception of the warranty service) within 140 calendar days from the moment this contract comes into effect.
2. The place of performance is the VSB - Technical University of Ostrava, Faculty of Materials science and technology, 17. listopadu 2172/15, Room K102, 708 33 Ostrava – Poruba (hereinafter referred to as the "Place of performance").
3. For the purposes of this contract the delivery of goods means the moment of acceptance of the goods by the Buyer, i.e. the moment of signing the Handover Protocol by authorized representatives of both contracting parties.

4. The seller hereby declares that the goods will comply with all technical, legal, safety and other standards and with all technical, safety, legal and other generally binding legal regulations. Moreover, the seller declares that the goods are free of any factual or legal faults and that they will comply with all the qualitative and quantitative requirements of the buyer stated in this contract, resp. that the goods will fully oblige with the purpose, for which the buyer is purchasing them, with the stipulation that the seller also declares that he is aware of this purpose.

IV.

Purchase price and payment terms

1. Total purchase price for goods specified in Article II. and in Appendix No. 1 of the Contract amounts to 75 500 EURO excluding VAT.
2. The statutory VAT will be added to the purchase price given in the previous paragraph.
3. The total purchase price stated in Paragraph 1 of this article includes all expenses of the seller related to the complete delivery of the goods and to all the activities related to the goods delivery pursuant to Article II of this Contract.
4. The Seller shall be entitled to advance payment and to issue and reimbursement of the advance invoice up to a maximum of 50% of the total price referred to in paragraph 1 of this Article of the Contract. The advance invoice will be issued no later than 10 calendar days from the effective date of this Contract.
5. The seller's entitlement to the payment of the total purchase price becomes effective at the moment of the goods being accepted by the buyer, including submission of the appropriate documents and other activities stated in Article II of this Contract (with the exception of the warranty service), and upon confirmation of the transfer protocol.
6. The purchase price will be paid by a bank transfer pursuant to the corresponding tax document - invoice, issued by the seller without any unnecessary delay upon fulfilling the conditions pursuant to the previous paragraph of this article of this contract, and delivered to the buyer by mail to the address stated in the heading of this contract or electronically to the addresses . The invoice issued by the seller has to include the project name, project registration number and this contract identification. Should the invoice not comply with all of the above stated or legal requirements, or should the purchase price be charge incorrectly, the buyer should return the invoice for correction and without being paid within 30 days from the moment of its delivery. In this case the payment period of the invoice in question should start running as of the day the corrected invoice or a newly prepared invoice is delivered to the seller.
7. The invoices are payable within 30 calendar days from the moment the invoice is delivered to the buyer. The contracting parties agree that the obligation to pay is fulfilled as of the day the corresponding amount is sent from the account of the buyer for the benefit of the account of the seller stated in this contract.
8. Pursuant to Section 109 of Act No. 235/2004 Coll. on the Value Added Tax, as amended, (hereinafter referred to as the "Act on VAT") the buyer has the right to pay the VAT amount directly to the account of the corresponding financial office, provided the seller becomes an unreliable payer as of the date of taxable supply. In this case the buyer is not obliged to pay the amount that corresponds to the VAT to the seller. The buyer is only obliged to pay the seller the amount that corresponds to the purchase price, excluding VAT.

9. The buyer should pay all payments pursuant to this contract to the account of the seller stated in the heading of this contract, which is the account maintained by the tax administrator in a manner that allows for a remote access in compliance with Section 96 of the Act on VAT. Should there be any change in relation to the published account identification during the contract duration, the seller undertakes to inform the buyer about such a change in writing and without any unnecessary delay. Should it come to light at anytime that the account of the seller, which the seller specifies as the account for the payment of the purchase price, is not the published account, the buyer is not obliged to make the payment of the purchase price to such an account; such a situation should not represent a delay in the payment of the purchase price by the buyer.
10. The provisions of paragraphs 8 and 9 of this article of the contract apply only if it is relevant for the seller, i.e. if the seller is a VAT payer under the VAT Act.
11. Pursuant to the stipulations of Section 1765 of the Civil Code, the seller should assume responsibility for changes of the given circumstances, particularly in relation the possible increased expenses related to the goods delivery pursuant to this contract.

V.

Quality warranty

1. Pursuant to the stipulations of Section 2113 of the Civil Code, the seller provides the buyer with a guarantee for the quality of the goods delivered pursuant to this contract for a period of 12 months from the day the buyer accepts the goods from the seller according to the transfer protocol. The seller declares that the goods will be capable of being used for the agreed purpose and their agreed characteristics will be preserved during the entire warranty period. This stipulation particularly applies to the characteristics pursuant to this contract and its appendix; the seller is responsible to the buyer for the fact that the goods have no legal faults.
2. The seller undertakes to provide the buyer with a free service of the delivered goods, including deliveries of the necessary spare parts, during the warranty period. The warranty does not apply to regular wear and tear of the goods and to malfunctions caused by force majeure.
3. The buyer can exercise warranty claims by phone or in an electronic form by the means of an email message at the following phone number +48 505 661 339 or email address **support@atmat.pl**. The buyer has the right to notify the seller about any goods defects anytime after the buyer discovers the given defect, however, by the end of the warranty period, at the latest.
4. The Seller is obliged to remove the defect within 30 calendar days of its notification at the latest.
5. Travel expenses, material cost and other expenses that the seller incurs in relation to conducting warranty repairs should be fully paid by the seller.
6. Warranty service will be performed at the place of performance according to Art. III. paragraph 2 of this contract.
7. The others here not mentioned warranty conditions will respect the seller warranty conditions.

VI.

Sanction stipulations

1. Should the seller not comply with the specified deadline for the goods delivery pursuant to this contract, the seller should be obliged to pay the buyer a contractual penalty in the amount of 0.04% of the total purchase price, excluding VAT, for each started day of the delay.
2. Should the seller not comply with the specified deadline for correcting defects of the goods pursuant to Article V, Paragraph 4 of the contract, the seller should be obliged to pay the buyer a contractual penalty in the amount of 0.02% of the total purchase price, excluding VAT, for each started day of the delay.
3. In the event of the Buyer's delay in payment of the invoice, the Seller is entitled to demand the payment of default interest in the amount according to generally binding legal regulations.

4. The stipulations related to contractual penalties should not have any impact on the right of the injured party to compensation in the extent that exceeds the contractual penalty, to which the contracting party is entitled pursuant to this contract.

VII.

Other stipulations

1. Under the terms of this Contract and in accordance with the Buyer's instructions, and subject to all necessary professional care, the Seller undertakes to allow all entities that are authorized to carry out inspection of the project from which means is the purchase price paid under this Contract; moreover the Seller is obliged, as a person obliged under Section 2 (a) e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended, to cooperate in the performance of financial control, among other things to enable the OP RDE Managing Authority to access those parts of bids, contracts and related documents that are subject to protection under special legal regulations (e.g. trade secrets, classified information), provided that the requirements laid down by law [in particular by Act No. 255/2012 Coll., on Inspection (Inspection Code), as amended] are met; in contracts with its subcontractors the Seller shall bind them to allow the OP RDE Managing Authority to control these subcontractors to the same extent;
2. The seller undertakes to archive all written documents related to the implementation of the subject of this contract and to allow the Buyer, at anytime during this period, to access these archived documents, specifically until 31. 12. 2033, unless the Czech law specifies a longer period for some of the documents. The Buyer has the right to obtain the above stated documents free of charge from the Seller after ten years from the completion of the implementation pursuant to this contract.
3. The authorized persons, stated in the heading of the contract, are not authorized to make decisions that would directly change this contract or its subject. The contracting parties are authorized to change their respective authorized persons, however, they are obliged to notify the other contracting party about such a change in writing.
4. Serious breaches of the contracting obligations (pursuant to the stipulations of Section 1977 of the Civil Code) for the purpose of this contract should be especially the following breaches:
 - a) a delay of the seller to deliver the goods that is longer than 60 days when compared to the implementation deadline pursuant to this contract,
 - b) a delay of the seller to remove defects of goods longer than 30 days.
 - c) a delay of the buyer to pay the total purchase price pursuant to this contract that is longer than 60 days, despite of the fact that the seller notifies the buyer about such a delay in writing.
5. Should the goods be returned upon withdrawing from the contract or upon a delivery of new goods without defects, the buyer is not be obliged to return to the seller the benefit (wear and tear) that the buyer has gained from the goods.

VIII.

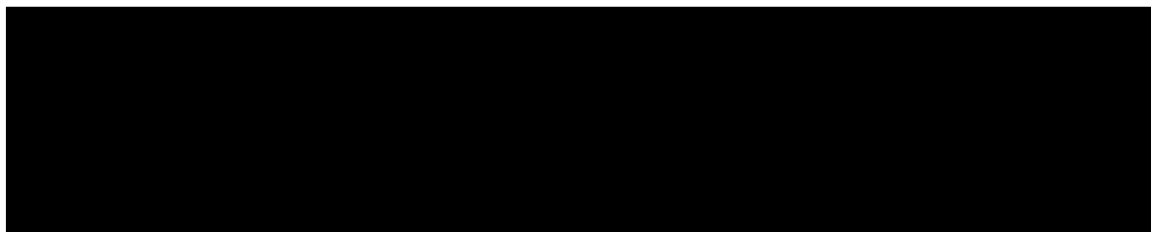
Final provisions

1. This contract should become valid as of the day of its signing by both contracting parties and it should become effective as of the day it is published in the register of contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts.
2. This contract can be changed or amended only in writing by the means of numbered amendments signed by both contracting parties. Should this contract require a written form for some acts, electronic messages will not be considered written documents.
3. This Contract contains a full agreement on the subject of the contract and all its particulars, which the contracting parties should and desire to agree on in this contract and which they consider important for the obligatory character of this Contract.

4. This contract is concluded under the Czech law and relations arising therefrom are governed by the legal order of the Czech Republic; unless an agreement is reached between the contracting parties any disputes will be decided by the court having substantive and local jurisdiction in the Czech Republic.
5. This contract is made in two counterparts, of which both the buyer and the seller receive one.
6. The Appendix No. 1 – Technical Specification, is an integral part of the contract.
7. The contracting parties identically state that they are aware of all legal consequences caused by this contract, that they agree with all its stipulations, with which they acquainted themselves in detail, and, as a proof of their free and true will, they attach the signatures of their respective authorized representatives.


Ostrava, on 16. 07. 2019

Cracow, date: 04.07.2019



**VSB - Technical University of Ostrava,
Faculty of Materials science and
technology**
prof. Ing. Jana Dobrovská, CSc.
Dean of the Faculty of Materials science and
technology

ATMAT Sp. z o.o.

 – Chairman of the Board

 – Vice-chairman of the Board



Technical specification for the "Large scale 3D printer for plastic parts"

A large scale 3D printer for plastic parts

Manufacturer of the 3D printer: ATMAT Sp. z o.o.

Exact type specification of the 3D printer: ATMAT Jupiter (specification added as an appendix)

Number of pieces: 1 pc

The 3D printer incl. accessories must meet the following criteria:

- The build volume to be at least 2 m³
- The dimension in any axis to be at least 1 m
- Enclosed build volume with temperature control of air
- Heated bed with temperature control (at least 100 °C)
- Number of printing heads - at least 2
- The productivity of print from one of printing head at least 0.5kg per hour for material PLA
- Temperature control of printing heads
- Set of printing nozzles (diameters 0.5mm, 1mm, 1.5 mm)
- Automatic calibration of bed height
- Printing layer height at least 0.2 mm – 1 mm
- The position step in axes XY at maximum 0.05 mm
- The position step in axis Z at maximum 0.01 mm
- Absolute encoders for position measurement on axis
- The printing speed at least 100 mm/s
- The movement speed in axes XY XY at least 200 mm/s
- Compatible with printing materials PLA, PET, ABS, NYLON.
- The material bin for uninterrupted print, at least for 8kg of material
- The touchscreen for control unit
- The consumables for test of printer, including the large scale printing (at least 20 kg of PLA material)
- External software for creating of g-code for the printer
- The maximal outer (installation) dimensions of the machine – 4500 mm x 2500 mm x 3000 mm. It must be possible to install the machine through an opening having these dimensions: Width 2250 mm x Height 2410 mm

