

Contract No: 0100-SM-N0062-19

Contract about transaction of the achievement – validation of software

I.

Contractual parties

The contract is hereby concluded between:

SUBMITTER:

Name of corporation or natural person: Flowell Kft.
Principal office of corporation: 1116 Budapest, Fehérvári út 168-178. fszt. 17.
Company registration number: 01-09-694846
Tax identification number (VAT): HU12610785
General e-mail :
Represented by:
Authorized person to technical negotiations:
Hereinafter referred to as „Submitter“

and

PROVIDER:

Czech Metrology Institute (Cesky metrologicky institut)
Principal office: Okruzni 31, Brno, PC: 638 00
Legal form: state contribution organization established by the foundation deed of the MH CR file No. 521 385/92-44 dated 21.12.1992 according to the adjusted foundation deed issued on the basis of the resolution of the Ministry of Industry and Trade 16/2009 file No. 1313/09/02700/1000 dated 10.3.2009
Company registration number: 00177016
Tax identification number: CZ00177016
Bank connection:
Affiliated branch:
Number of the account:
IBAN:
SWIFT:
Represented by: General Director Dr. Pavel Klenovsky.
Hereinafter referred to as „CMI“ or as “Provider”

Express statement of the contractual parties

The Parties hereby declare and acknowledge that the above-stated information is accurate and correct. The Parties are obliged to notify the other contracting Party of any changes within ten working days. The contractual Parties are making a contract in accordance with the Civil Code of the Czech Republic as amended.

II.

Subject of the contract

1. The subject of this contract is **the validation of software: XXXXXXXXXXXXX**
The Provider will perform the test according to 611-MP-C400. The contractual parties are making a contract for a fixed period.
2. The submitter has to organize the transport of measuring instruments to the laboratory of the provider.
3. The Submitter will provide the cooperation and the information for the purposes of the objective assessment and test report of the above mentioned software. The subject – matter of the contract will be considered fulfilled by the issuing the documents about the validation and test report to the Submitter.
4. The Submitter undertakes to receive the subject matter of the contract and to pay for it the contractual price.

III.

Place and time of performance

1. The place of the performance is negotiated in the business premises of the CMI.
2. CMI shall carry out the validation within 45 days after the delivery of the signed contract and delivery of sample for testing, unless the parties agreed otherwise.
3. The period of the default of the Submitter (for example: do not delivering needed documents) will extend the time of the performance. The obligations of CMI are fulfilled by issuing the Test Report.
4. In case the samples of measuring instruments submitted by the Submitter fail in one or more of the test the testing process will be suspended and the corresponding costs will be invoiced to the Submitter. The testing will be resumed after the invoice is paid and modified samples delivered. The time of execution as given in the contract starts to run anew since the delivery of the modified samples

IV.

Contractual price and methods of payment

1. The price for performing of the validation will be determined pursuant to the Price List of the CMI formed for the appropriate year in accordance with provisions of The Act on prices No 526/1990 Coll., as amended.
The contractual price excluded value added tax is 2200, - EUR.
2. The contractual prices will be determined according to provision of the Value-Added Tax Act No. 235/2004 Coll. as amended. The Submitter is obliged and he undertakes to pay the charged price for metrological services in agreed term by credit transfer on the basis of issued invoice. **The Submitter agrees to pay all bank charges related to the payment for the purpose of the contract, so the amount specified in article no. IV.1. above is credited in favour of CMI's account in the whole (not reduced by any fees). If applicable, the SEPA rules shall prevail (only transfers within the EU).**
3. The contractual price concludes only expenses directly connected with the performing of the tests and issuing the certificate.
4. The invoice maturity date lies on the 30th day after its expedition to the Submitter. The date of payment is considered to be the date on which the invoiced sum of money is credited to the CMI's account.
5. By this document the taxable person (the Submitter) makes an affirmation in writing of the fact that the Submitter hasn't established its business in the Czech Republic or hasn't had a fixed

establishment to which the service is supplied in the Czech Republic. (This declaration has been making in writing for purposes of the determination of the place of the supply of services (article 10 par. 6. No 235/2004 Coll. of Czech Republic). On the basis of this declaration the price will be calculated without value added tax. The Submitter is liable to pay the tax in its country according to provision article 10 par. 6 No 235/2004 Coll., Value-Added Tax, as amended. The Submitter is obligated to inform the Provider in case of any change of these circumstances to eventually count VAT to the contractual price, in conformity with VAT law No.235/2004, Coll..

V.

Charges for overdue services

1. In case of the delayed payment of the invoice the penalty from the contractual price in the amount of 0,03 % for each day of delay is determined.
2. In case of the delayed performance of the tests and issuing the certificate the penalty from the value of the non-performance of the validation in the amount of 0,03 % for each day of delay is determined.
3. This stipulation does not affect possible right of the contracting parties to compensation of suffered damage as established due to non-fulfilment of liabilities from the contract.

VI.

Vis major and liability to damages

1. The parties are exempted from their liabilities for the entire or partial non-performance of their obligations (with the exception of delayed payments according to the contract conditions) in case it is the result of vis major circumstances.
2. The Party that is referring to the vis major circumstances shall notify the other Party in writing in a 5 /five/-day-period from the date of their occurrence.
3. Upon the formal announcing of termination of vis major circumstances, the Parties shall discuss their contractual obligations and shall make mutually beneficial decision on the further performance of the Contract.

VII.

Personal data protection arrangements:

1. Both of the contracting parties are obliged to process the personal data for the purposes of fulfilling the contract in accordance with the Act No 101/2000 Sb., as amended, and in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/3E (General Data Protection Regulation).
2. The personal data shall be processed by the contracting parties only in the extent necessary for the fulfilling of the purpose mentioned above and only within the time necessary for the achievement of this purpose; at the longest within the period given by the relevant legal and internal regulations and in accordance with them.
3. Each party is the data controller in the meaning of the relevant legal regulations. The admission to the personal data belongs only to the data controller (hereinafter referred to as "controller") and to the persons, which are related to the controller on the basis of the employment relationship, or to the data processor on the basis of the contract concluded with the controller. The admission and the processing operations by the each of the controllers are bound by the internal regulations of the relevant controller.

4. The contracting parties are obliged to get the data subjects acquainted with the fact, that their personal data could be processed for the purpose of fulfilment of the contract. Simultaneously they are obliged to inform the data subjects about the possibility of claiming their rights at the controller, specifically:
 - the right of the access to the personal data, the right of their correction or erasure, the right of the restriction of processing and the right to claim objection against the unlawful processing;
 - the right to lodge a complaint to the supervisory authority.

VIII.

Force of contract and termination

1. This document sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges all prior discussions between them. The contract becomes valid upon the signature of the parties.
2. The contractual parties are making a contract for a determined period.
3. The CMI is also entitled to terminate the contractual relation established by this contract in the form of a written agreement or by written notice with stating the reasons, while the run of the 30 days' notice period starts as from the first day of the week following the delivery to the other contracting party. Termination of this contract does not affect the liability of contracting parties to settle all and any existing liabilities established on the basis of this contract, all of that in the course of one month as from the contract termination, at the latest.
4. This contract can be changed with written amendments signed by duly authorized representatives of both parties. Notwithstanding the foregoing, upon the breach of any condition of the agreement by any party, or in the event that any party becomes bankrupt or insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or takes or has taken against it any proceedings of any kind under any provision of any insolvency, bankruptcy or reorganization act, the other party shall have the right to terminate this agreement immediately by so notifying the first party. Their obligations to the day of withdrawal must be fulfilled. All Notices or other communications under or in connection with this Agreement shall be made in writing and unless provided otherwise, may be made by letter or by fax. Any notice shall be considered made, provided that:
 - a), if it is a letter, it is delivered by hand or by recommended post,
 - b), if it is a fax, it is received in a legible form.

Notices sent in accordance with the foregoing but received on a public holiday or after business hours shall be considered delivered on the next business day.

IX.

Other arrangement

1. The CMI is not responsible towards the Submitter for damages caused on entrusted measuring instruments that were caused by the tests.
2. The CMI is responsible towards the Submitter for damages caused on entrusted measuring instruments that were caused by improper handling, by negligence or intentionally. In such cases, the CMI is obliged to provide the Submitter with compensation of caused damages by putting the device into its original conditions or by compensation of costs spent on its repair, all of that maximally to the sum of the insurance money paid by the insurance house.
3. In relation to the fulfilment of the subject of this contract, the contracting parties undertake to arrange protection of right for business secret in compliance Commercial Code in such

circumstances, when one, the other or both of the contracting parties jointly specify the information as business secret or as confidential information or those materials that have already been marked in this way. Such information will not be communicated to any third person without written consent of the other contracting party and the given party will arrange in an efficient way for such information not to be abused. The obligation of confidentiality is valid for the time of this contract fulfilment as well as after its termination with consequences set by the legal regulations for the case of jeopardizing or breaching the rights and obligations.

**X.
Final provisions**

1. Both of the contracting parties are obliged actively and without unnecessary delay inform each other about occurrence of facts that could affect efficiency of the contract or its individual stipulations or quality and terms for fulfilment of obligations emerging from the contract.
2. The contracting parties will solve possible disputes related to the contract fulfilment mainly by mutual negotiations of representatives or statutory authorities, usually in 14 calendar days as from the date of a written notice or reminder of one of the contracting parties. In case of such dispute not to be solved by agreement, the disputable matter will be solved through court of Czech Republic.
3. In compliance with stipulation of §89 a Civil Court regulations, the participants concluded an agreement, respectively they agreed on other venue of the first level court. The venue court is the court of the first level in the district of headquarters of the Czech Metrology Institute.
4. All duties and obligations of the Parties as well as any legal relations arising of this Contract shall be governed by Laws and Regulations of the Czech Republic.
5. If any provisions at this contract is declared void by any court of competent jurisdiction such provision shall be deemed severed from this contract and said contract shall otherwise remain in full force and effect.
6. Having read the contents the participants of the contract declare that they agree with its contents, they conclude the contract on the basis of their free, serious and definite will which they conform by their own hand signatures.
7. This agreement was written in 2 copies, each of which having the validity of an original. Each participant of the agreement will receive one copy.
8. Annexes, referred to herein and listed in the below List of Annexes are integral parts hereof.
9. List of annexes:

Annex No. 1 – The copy of excerpt from the Business Register of the Submitter

Annex No. 2 – Power of attorney - in the case that the contract will be signed by the another person that is not authorized to sign the contract according to excerpt from the Business Register of the Submitter

On behalf of the Submitter:

On behalf of the Provider:

Date:

Date:

Stamp:

Stamp:
