

Vysoká škola báňská - Technická univerzita Ostrava
17. listopadu 2172/15, 708 00 Ostrava-Poruba
VAT Num: CZ61989100

Purchase Order: 10086541/606
Major activity

Date of **19.09.2019**

Invoicing Address

Vysoká škola báňská
Technická univerzita Ostrava
Fakulta materiálově-technologická
17. listopadu 2172/15
708 00 Ostrava-Poruba
IBAN: CZ [REDACTED]
SWIFT: [REDACTED]

Vendor:

LINK Europe GmbH
Am Fleckenberg 10
65549 Limburg/Lahn
Germany

VAT Num: DE243056953

Ship-to-address:

Vysoká škola báňská
Technická univerzita Ostrava
Fakulta materiálově-technologická
17. listopadu 2172/15
708 00 Ostrava-Poruba

Disposed: [REDACTED]
Phone No.: [REDACTED]
E-mail [REDACTED]
Fax No.: [REDACTED]

Date of delivery: 31.10.2019

Currency of order: **EUR**

Text	Text	Qty	Total Price
20000065	511200 Opravy a udrž.-str.a zařiz.bez VT Zdroj: 2202 SPP: MV0308113		7.700,00
	Annual standard machine calibration	3950,00 EUR	
	Preventative maintenance inspection	925,00 EUR	
	Annual prolink SW suport agreement	2210,00 EUR	
	Travelling time	2340,00 EUR	
	Travelling expenses	1060,00 EUR	

Total order value:

10. 485 EUR

7.700,00

This order supersedes the contract

Contract registration no.: **S17/19-606-01**

Name, Surname, Title	Date	Signature
Budget Administrator [REDACTED]	<i>23. 9. 2019</i>	[REDACTED]
Committer [REDACTED]	<i>20. 9. 2019</i>	[REDACTED]
Committer [REDACTED]	<i>20. 9. 2019</i>	[REDACTED]

One copy send to orderer, please

signature of [REDACTED]



LINK Europe GmbH
Am Fleckenberg 10
65549 Limburg / Lahn
Tel. 06431-90888 25
Fax. 06431-90888 11

LINK Europe GmbH, Am Fleckenberg 10, 65549 Limburg / Lahn

VSB-Technical University of Ostrava
Faculty of Metallurgy and Materials Engineering
17. listopadu 15-2172
70833 OSTRAVA
CZECH REPUBLIC

Customer No.
19501
VAT ID: CZ61989100

Your contact

Date
13/11/2019

A/R Invoice 20190426

Ref.: 10086541/606 dated 19.09.2019

Description	Quantity	Price EUR	Total EUR
Billing Date equals Delivery Date			
COVERED EQUIPMENT:			
Link Model 2800			
SERIAL-NO.:			
320086			
According to Service Report dated 31.10.19.			
Annual Standard Machine Calibration	1.00	3,950.00 €	3,950.00 €
Preventative Maintenance Inspection	1.00	925.00 €	925.00 €
3 Annual ProLINK Software Support Agreement (Period of coverage: 01.04.19 - 31.12.19)	1.00	2,210.00 €	2,210.00 €
Travelling time	17.00	130.00 €	2,210.00 €
5 Travelling expenses	1.00	1,060.00 €	1,060.00 €

Subtotal	10,355.00 €
Net Amount	10,355.00 €
Total	10,355.00 €

Payment Terms **Within 30 Days net**
Our general terms and conditions of sale apply

Link Europe GmbH
Am Fleckenberg 10
65549 Limburg / Lahn
Managing Director:
Michael Schorn, Matthew Link

Commerzbank Koblenz
Account: 209 114 800
Sort Code: 570 400 44
IBAN: DE17570400440209114800
BIC: COBADEFF

Sales Tax Code:
DE243056953
District Court Limburg
HRB 4714
Tax Code: 02023862781



Link Europe GmbH
Am Fleckenberg 10
D-65549 Limburg
Telefon: +49 6431 90888-41
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s.salzer@linkeng.com

Link Europe GmbH · Am Fleckenberg 10 · 65549 Limburg
VSB - Technical University of Ostrava
Regional Material Technology Research Centre
17. listopadu 15
70833 Ostrava – Poruba
Czech Republic

Customer-No.
19501

Contact
[REDACTED]

Date
09.09.2019

Quotation No.: 2019 / 0163.1

We appreciate your interest in our product program and submit our offer as follows:

Item	Description	Qty	Unit Price €	Ext. Price €
	COVERED EQUIPMENT: LINK Model 2800 Calibration expiring date: 12.06.2019			
	SERIAL-NO.: 320086			
1	ANNUAL STANDARD MACHINE CALIBRATION Calibration for the machine on a yearly basis. Annual calibration service meets ISO/IEC 17025 requirements by LINK technician. This includes the standard calibration of all relevant sensors and Data Acquisition System. An annual calibration report will be issued for the specified equipment. The calibration report will include certification as well as "received" and "after calibration" data.	1	3.950,00	3.950,00
2	PREVENTATIVE MAINTENANCE INSPECTION Preventative Maintenance includes changing of filters, lubrication, examination of all operating systems, and completion of PMI checklist by LINK technician. Filters and lubricants to be supplied by customer. LINK shall provide complete and detailed reports upon the dynamometer status and the results of any visits to the facility. This includes the PMI Report with Recommended Service Actions (if any) for Customer's technicians to perform.	1	925,00	925,00

NOTE:

Parts and labor for Recommended Actions are not included in this quotation. If Customer prefers, LINK can provide pricing for parts/labor to perform the Recommended Actions on a separate quotation.

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Link Europe GmbH
Am Fleckenberg 10
D-65549 Limburg
Managing Director:
Michael Schorn & Matthew Link

Commerzbank, Koblenz
Account: 209 114 800
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DE 243056953
Registered Court:
Limburg HRB 4714
Tax-No.: 02023862781



Item	Description	Qty	Unit Price €	Ext. Price €
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Terms of Sale:

Payment: net 30 days
Offer expires: 30 days
Delivery: Week 44/2019
Our General Terms & Conditions of Sale apply.

Please note:

The daily working time is 8 hours. Regular for Monday - Friday 8:00 a.m. to 5:00 p.m. Overtime regulations: Saturdays +50 %. Additional material will be charged at cost +15 %. Customer will provide all parts and hardware to support the entire PMI / Calibration service. Quote is based on information provided and does not take into account any special measurements, evaluation methods or unforeseen labor. The quote will be confirmed after all related specifications are communicated.



General Conditions of Sale
of Link Europe GmbH, Am Fleckenberg 10, 65549 Limburg

- (2) Furthermore, the customer will cooperate in the required manner in the execution of the order and, in particular, create the prerequisites for the installation of the object of the agreement by us.
- (3) To the extent nothing else arises from the order confirmation, delivery is stipulated to be "ex factory" The risk of impairment and of accidental loss transfers to the customer with the delivery of the object of the agreement. As far as and to the extent that we carry out transportation at the request of the customer, the risk of impairment and of accidental loss of the object of the agreement transfers to the customer as soon as we have enabled the customer to exercise actual ownership of the object of the agreement. This is especially the case after the transfer of the object of the agreement to the location on which the delivery of the object of the agreement should occur in accordance with the contract.

§ 6 Deliveries by LINK

- (1) Services in accordance with the contract by us are rendered in compliance with the currently valid state of the art and science. We are authorized to make use of the activities of third parties for the performance of contracts, however, we always remain individually and directly obligated in respect to the customer.
- (2) We are authorized to render the contractually stipulated service under amendment or modification of the specifications of our offer, in the event this is necessary due to technical innovations and the suitability of the object of the agreement for the contractually provided purpose is not impaired thereby.
- (3) We have the exclusive authority to direct our employees.

§ 7 Software

- (1) If the delivered products or parts thereof contain software that was developed by third parties as an element of the device or a stand-alone product, then the scope of rights and duties granted to the customer is determined by the licensing terms of the third party, which are enclosed with our product and which will we provide to the client at any time.
- (2) If and to the extent the software was developed by us and there is not special licensing agreement (including so-called "click-through" or "shrink-wrap"), the following applies:
 - a) To the extent not otherwise regulated, the software will be licensed in respect to the customer and not sold. All ownership and other rights to and in reference to the software shall remain exclusively with us.
 - b) We grant the customer a non-exclusive, non-assignable license for the installation and use of the software, limited to the purposes of the use of that product, for which the software is furnished.
 - c) The customer is not authorized to engage in the following actions:
 - Translation, processing, arrangements or other revision of the software, unless this is permitted by applicable legal standards,
 - Modification, reproduction, so-called reverse engineering or creation of a derivative version of the software or portions thereof,
 - Duplication of the software, if and to the extent not expressly allowed,
 - Removal or alteration of trademarks, copyright or other trademark right notations from the software.

§ 8 Acceptance

- (1) Our deliveries must be accepted by the customer as soon as we have delivered and – to the extent stipulated – installed the subject matter of the contract. Slight deviations of the delivered objects of the agreement from that which was agreed upon do not entitle the customer to refuse acceptance. Our obligation to the remediation of defects within the framework of the warrant shall remain unaffected thereby.
- (2) The acceptance of the delivery must be documented and confirmed by the customer within a period set by us of 14 days. Otherwise, the delivery shall be deemed to have been accepted after expiration of the period.
- (3) Also, the implementation or productive use of the object of the agreement by the customer shall be deemed to be acceptance.

§ 9 Liability for Defects

- (1) Any specifications on our part contained in prospectuses, advertising, notices, documentation, offers and similar writings constitute descriptions only and include no guarantee of the quality of our deliveries and services. In order to be effective, every guarantee requires an express written agreement or express confirmation by us in every individual case.
- (2) Damage claims of the customer presume that the customer has properly fulfilled his inspection and notification duties under § 377 HGB.
- (3) For every defect claim we are entitled to the right to view and inspect the complaint. Within the scope of this inspection, we are to be provided with any company reports, protocols, etc. and to be given relevant information, upon request.
- (4) To the extent a defect is present in the object of the agreement, we are – at our option – entitled to supplementary performance in the form of the remediation of defects or to the delivery of a new item free of defects. In the event of the remediation of defects, we are obligated to bear the cost of all expenses necessary for the purpose of remediation of defects where the object of the agreement was brought to a location other than the place of fulfillment, in particular transportation, handling, labor and material costs, to the extent they are not increased thereby.
- (5) If no supplemental performance is performed within a reasonable period set by the customer or if this ultimately fails, the customer – at its option – can withdraw from the respective contract upon fulfillment of the statutory requirements, reduce the purchase price, require compensation for damages under the additional statutory requirements of § 281 BGB or, as the case may be, replacement of futile expenditures according to § 9 para. (7) of these Conditions. If the customer wants to required compensation for damages instead of performance or wants to undertake the remediation of defects itself, a failure of the supplemental performance is given after the second unsuccessful attempt. The customer is not entitled to a right of withdrawal in the event of slight defects or breaches of duty.
- (6) We assume no warranty for damages that arise on the basis of inappropriate or improper use of our delivery, to the extent the damages are not our responsibility. Liability for defects is excluded as far as and to the extent that a defect is based on conditions that the customer or a third party who is not our vicarious agent is responsible for.
- (7) The statute of limitations period for warranty claims is one year, calculated from the time of the transfer of the risk. Mandatory statutory limitation period and liability regulations, such as the liability for intentional and grossly negligent acts, for injuries to life, limb or health or the breach of material contractual obligations shall remain unaffected.

§ 10 Limitations of Liability

- (1) In principle, we are liable according to and subject to the following provisions only for intentional acts and gross negligence. A claim to compensation for damages instead or in addition to performance and upon replacement of futile expenditures regardless of legal grounds (e.g. for non-performance, defective performance, impossibility, defect of title, breach of duties before and upon conclusion of the contract, impermissible act, etc.) is limited, as follows:
 - a) We are liable for every damage event solely limited to the typically foreseeable damages arising at conclusion of the contract for the culpable breach of duties from the contractual obligation, however at most only to the amount of the stipulated contract price for the relevant delivery or service. Section 4 para. 9 remains unaffected.
 - b) We are not liable for the slight negligent breach of immaterial duties from the contractual relationship,
 - c) Liability for damages by the object of delivery or service to other legal goods of the principal is excluded.
- (2) The limitations of liability under para. (1) do not apply in cases of mandatory statutory liability (in particular in accordance with the Product Liability Law) as well as in the event of the assumption of a guarantee of quality or in the event of culpably caused injury to life, limb or health.