

## PURCHASE CONTRACT: 2019000330

Delivery Term: 29.11.2019

Appendices: Seller's Quotation 20190503 Nr. request:

dated 7 October 2019

The terms and conditions are stated on the back page 2. In compliance with the item 12 of these terms and conditions, the invoice and its supporting documents indicating the above Purchase Contract are to be sent to the following address

## Vojenský výzkumný ústav, s. p., Veslařská 230, 637 00 Brno, Czech Republic

Buyer:	Seller:
Vojenský výzkumný ústav, s. p.	Frontline Safety UK Ltd
Veslařská 230 637 00 Brno, Czech Republic VAT nr.: CZ29372259 KB, a.s., Account Nr. 115-1120900227/0100 An entrepreneur incorporated as such in the business register of the Brno Regional Court, Mark A25718 Place of performance: Rybkova 8, 602 00 Brno	230 Parkway Point Springhill Parkway G69 6GA Glasgow Business Park VAT: GB828877958
Contact Person:	Contact:
E-mail:	E-mail:
Tel: Fax:	Tel:
Product Name, Drawing No., Terms of Delivery  Based on the email communication and quotation  1 059-B116-300 Detector Mini RAE and Accessor  2 Delivery to the Czech Republic	dated October 7th, 2019 we send the order for:  ies Kit 1 pc 1 pc
Assumed The paper necessary to purchase contract takeover is the delivery not	Total Price without VAT: 3 070,00 GBP e w ith purchase contract number.
Date, stamp and signature of buyer	Date, stamp and signature of seller

## **Terms and Conditions**

- 1. This Contract becomes valid after signing by both Parties and comes into effect after publication in the Register of Contracts, according to Act No. 340/2015 Coll., as amended. The Draft Contract is binding for the Buyer within 30 days of its despatch to the Seller. In case of doubt, the Draft Contract is regarded as received on the 3<sup>rd</sup> day after its despatch.
- 2. The Parties agree that the Buyer shall pay to the Seller the price of the goods upon the receipt. The Seller shall issue an invoice containing all data essential to a tax document after delivery of the goods to the Buyer.
- 3. The Buyer shall pay such invoice within 30 days of the date of receipt of the invoice. The payment is fulfilled by having credited the Seller's bank account with the sum paid.
- 4. The Seller guarantees the Buyer good quality of the goods for a period of 24 months. The guarantee period begins to run on the day of receipt of the goods by the Buyer. Liability for defects and claims arising thereof are subject to the provisions of par. 2099 and those subsequent ones of the Civil Code (Act No. 89/2012 of Coll.).
- 5. The place of fulfilment shall be the Seller's seat or other place according to mutual agreement of the Seller and the Buyer. The Seller shall give the Buyer a 5-day advice of delivery of the goods if such receipt by the Buyer is to be conducted at the Seller's place.
- 6. In case of using a returnable transport container, the Seller is obliged to clearly indicate this fact in the accompanying delivery list or invoice. The Seller is obliged to accept such container back from the Buyer for the same price.
- 7. The ownership right is vested in the Buyer upon full payment of the price for the goods.
- 8. Liability for damage and/or loss of the goods is vested in the Buyer upon receipt of the goods by the Buyer.
- 9. If the Seller falls behind in fulfilment, the Buyer is entitled to withdraw from the Contract or any item thereof.
- 10. The Contract may only be modified by a written agreement of the Parties. As a matter of principle, the Contract expires either when properly accomplished, or by agreement or in case of withdrawal.
- 11. The Seller is obliged to pay a penalty to the Buyer amounting to 0,05 % of the price of the undelivered goods for each day of delay. In case of defective delivery, the Seller shall pay the Buyer a contractual penalty in the amount of 10 % of the price of such defective performance. The Seller shall pay the penalty without any regard to whether and in which amount the Buyer has incurred damage claimable via independent ways.
- 12. In compliance with the related transport regulations, a delivery list or a transport sheet containing the required data and a check document are necessary for reception of the goods. The Seller undertakes to indicate the Contract Number in all documents relating to the Contract (delivery list, transport sheet, postal shipment, invoice, and the like). The Buyer is entitled to refuse a delivery unmarked by the Contract Number.
- 13. If the Seller is the holder of a "Quality Assurance System" certificate, the Seller is obliged to conduct the performance of the Contract within the System.
- 14. Unless provided otherwise in the Contract, any legal relations ensuing and arising therefrom are governed by the Czech Civil Code (Act No. 89/2012 of Coll.).
- 15. If the Seller is supplier of military materials according to the Law No.38/1994 of Coll., he has the duty to fulfil any of the provisions of the Czech Defence Standard ČOS 051622 (AQAP-2110).