



PURCHASE CONTRACT: 1020000021

Delivery Term: 31.03.2020

Appendices: Quotation sent via

Nr. request: 20200003

Email 2019-12-05

The terms and conditions are stated on the back page 2. In compliance with the item 11 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:
Vojenský výzkumný ústav, s. p. 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: CIP Incoterms 2010, VVÚ, s. p., Rybkova 8, Brno, 602 00, Czech Republic
Contact Person: E-mail: Tel: Fax:

Seller:
ALKOR TECHNOLOGIES 61A Polustrovsky Avenue Saint-Petersburg 195197 VAT:
Contact: E-mail: Tel:

Product Name, Drawing No., Terms of Delivery

Based on the e-mail quotation dated December 5th, 2019 we order the following:

- | | |
|--|-------|
| 1 Germanium windows
GW-165-8
Dia 165 -0.1mm x 8 +/-0.1mm S/D 60/40
AR/AR coated | 2 pcs |
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Assumed Total Price without VAT

The paper necessary to purchase contract takeover is the delivery note with purchase contract number.

Date, stamp and signature of buyer	Date, stamp and signature of seller
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Terms and Conditions

1. This Contract is valid to the day of signature by the second party and comes into effect after publication in the Registry of contracts (Act No. 340/2015 of Coll.) The Draft Contract loses its purpose and becomes extinguished, if not accepted within the period of 30 days.
2. The Buyer pay the price of the goods 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.
3. 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.).
4. The place of fulfilment is mentioned on the 1. Page of this Contract, if not mentioned, it shall be the Seller's seat. The Seller shall submit the goods for transport according to the instruction on the front page. 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.
5. 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.
6. The ownership right is vested in the Buyer upon full payment of the price for the goods.
7. Liability for damage and/or loss of the goods is vested in the Buyer upon receipt of the goods by the Buyer.
8. If the Seller falls behind in fulfilment, the Buyer is entitled to withdraw from the Contract or any item thereof.
9. 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.
10. The Seller is obliged to pay a penalty to the Buyer amounting to xx % 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 xx % 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.
11. 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.
12. 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.
13. 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.).