

**PURCHASE CONTRACT: 402000081**

Delivery Term: 07.05.2020

Nr. request: 40200148

DAP VVÚ Brno, Veslařská 230, Czech Republic, Incoterms 2010  
Offer off: 06.04.2018

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:****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: Veslařská 230, Brno

Contact Person:

E-mail:

Tel:

Fax:

**Seller:****TEIJIN ARAMID GmbH**

Kasinostrasse 19-21  
Wuppertal  
421 03  
Germany  
VAT: D-42103

Contact Person:

T

M

E-mail:

**Product Name, Drawing No., Terms of Delivery**

- |   |                |     |
|---|----------------|-----|
| 1. Endumax® Shield XF 23 / 1,6 m x 300 m = 480 m <sup>2</sup> | m <sup>2</sup> | 480 |
| 2. Endumax® Shield XF 33 / 1,6 m x 300 m = 480 m <sup>2</sup> | m <sup>2</sup> | 480 |

Delivery costs included.

Order is based on quotation from 06.04.2020.

Assumed Total Price without VAT

**8 928 EUR**

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

stamp and signature of buyer	Date, stamp and signature of seller
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### **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. In case of doubt, the Draft Contract is regarded as received on the 3rd 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 xx 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 xx 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 Buyer's seat. The Seller shall submit the goods for transport according to the instruction on the front page.
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 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.
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 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).