**CONTRACT OF PURCHASE**

entered into pursuant to the provisions of Section 2079 et seq of Act No. 89/2012 Coll., the Civil Code,

as amended (hereinafter referred to as the “Civil Code”)

On the day, month and year specified hereunder, the Contracting Parties:

**The Company:** P A Hilton

**Registered office:** **Horsebridge Mill, Kings Somborne, Stockbridge, Hants, SO20 6PX, England**

**Company Number:** 743785

**represented by:** xxx

**bank: Clydesdale Bank PLC**

**account number:**

 (hereinafter referred to as the “**Seller**”, of the one part)

and

**Univerzita Jana Evangelisty Purkyně v Ústí nad Labem (Jan Evangelista Purkyně University in Ústí nad Labem)**

**Registered office:** Pasteurova 1, 400 96 Ústí nad Labem

**Company Number:** 44555601

**Taxpayer Identification Number:** CZ44555601

**represented by:** xxx

**bank:** ČSOB, a.s., Ústí nad Labem

**account number:** 260112295/0300

(hereinafter referred to as the “Buyer”, of the other part, whereby the Seller and the Buyer are hereinafter collectively referred to as the “**Contracting Parties**” and each individually as a “**Contracting Party**")

have entered into this

Contract of Purchase

(hereinafter referred to as “**this Contract**”).

**I.**

**The subject-matter of the Contract**

1. With this Contract the Seller undertakes to transfer to the Buyer, at its own expense and risk, the new, unused goods, and accessories thereto, which are the object of purchase and whose specification is presented in Annex 1 (Technical Specification), which constitutes an inseparable part of this Contract, and to enable to the Buyer to acquire the right of ownership to the Goods, all under the terms and conditions presented hereunder. The subject matter of this Contract is also the transfer of title to all the goods and accessories. An inseparable part of the delivery of the Goods is the transportation of the Goods, the provision of documentation (in Czech and/or, as the case may be, English, in printed and electronic format or in a combination of both formats) required for the acceptance and use of the Goods, the installation of the Goods, the testing of the Goods, a demonstration of the operability and basic parameters of the Goods, training operating staff and the assurance of servicing (hereinafter referred to as the “**Delivery**” or as the “**Goods**”).
2. The Goods must be delivered in a quality and execution which corresponds to the valid technical standards and legal regulations of the Czech Republic and the European Union. The Seller undertakes to deliver the Goods to the Buyer in a quality which corresponds to the material specifications specified in the tender of the Contractor /seller from the procurement procedure entitled “**Steam Generator II – 2020/0020.**
3. The Seller sells and the Buyer undertakes to accept the Goods and pay the Seller the agreed purchase price, all under the terms and conditions laid down hereunder.
4. The title to the Goods, including documentation, and the risk of damage to the things (the Goods and documentation) pass to the Buyer on the date of signing the handover document according to paragraph III(5) of this Contract. The titleto the packaging of the Goods passes to the Seller at the time of signing the handover document, whereby the Seller is obliged to handle the packaging in accordance with the legal regulation in force.
5. By signing this Contract, the Contracting Parties agree that the obligations established by this Contract and the annexes thereto shall be interpreted solely according to the content of this Contract, without consideration for any situations which have occurred and/or which have been communicated by one Contracting Party to the other prior to entering into this Contract.
6. By signing this Contract the Seller declares that it is sole owner of the Goods and is not restricted by the rights of third parties in disposing of them. The Seller further declares that no dispute (court, arbitration, etc.) is being conducted with regard to the title to the Goods and that no such dispute is imminent.

**II.**

**Purchase price and terms of payment**

1. The purchase price has been agreed by the Contracting Parties as the highest permissible price and is:

Price not including VAT TOTAL 60 000.00 EUR (to be completed according to the tender)

(in words: Sixty thousand Euro)

VAT 0 EUR (to be completed according to the tender)

(in words: Zero Euro)

Price including VAT TOTAL 60 000.00 EUR (to be completed according to the tender

(in words: Sixty thousand Euro)

The agreed purchase price arranged in this way is the highest permissible price and may not be exceeded, unless expressly provided by this Contract. The purchase price includes all costs associated with fulfilment of the obligation of the Seller according to this Contract, in particular packaging costs, transportation, insurance, customs dut and other fees, costs of installation, etc. The purchase price also contains the anticipated development of the exchange rate Czech koruna/ foreign currencies until the obligations under this Contract cease. The right to issue an invoice-tax document is established for the Seller under the terms and conditions laid down in paragraph II(6) of this Contract

1. The purchase price may only be adjusted in the case that there are changes to the tax regulations which govern the amount of VAT in the course of the execution of this Contract; the Contracting Parties are obliged to enter into an addendum to the Contract regarding this in such case.
2. The financial obligations arising from this Contract are paid by credit transfer into the account of the eligible Contracting Party pursuant to received invoices, unless provided otherwise hereunder. The Contracting Parties have agreed that a financial obligation has been fulfilled on the date on which the final relevant amount is debited from the account of the obliged Contracting Party in favour of the account of the eligible Contracting Party.
3. Tax documents-invoices must comprise, in addition to the payment term, which is 30 days following the date of delivery to the registered office of the Buyer, the particulars of a tax document according to Act No. 235/2004 Coll. on value added tax, as amended, the name of the public contract which the relevant tax document concerns. Should an invoice contain incorrect or incomplete particulars or data or not contain a bilaterally signed handover document, the Contracting Party is authorised to send it back within the payment term for completion or rectification, stating the reason for returning, without being in delay with payment. The payment term recommences as of the re-delivery of the document, completed or rectified as required. Should the due date of payment fall on an official holiday or legal rest day, the due date of payment is shifted to the next subsequent business day following the official holiday or legal rest day.
4. The Buyer provides advances.
5. The Contracting Parties have arranged the terms and conditions of payment as follows:

 **a)** the Buyer is obliged to pay to the Seller **the sum of 20 % of the total price, not including VAT**, pursuant to a pro forma invoice which the Seller is authorised to issue at such time as this Contract has entered into effect.

b) the Buyer shall pay the Seller **the sum of 80 % of the total price, not including VAT, i.e., the remaining part of the purchase price**, pursuant to pro forma invoice which the Seller is authorised to issue pursuant to the Statement that the task is ready for dispatching within 5 business days of payment.

1. The payment term of a contractual penalty is 30 calendar days following the date on which the obliged Contracting Party is called on to pay by the eligible Contracting Party (Article V of this Contract).
2. Should the Seller infringe its obligation to issue a tax document to the Buyer in a due and timely manner, it shall be liable for the damage or obligation incurred by the Buyer as a result of such infringement. The Seller undertakes that it shall pay compensation for such damage in full within 3 days of the date on which it learns of it.
3. Payment shall be made solely by credit and in EUR.
4. a) With regard to the provisions of Section 109 and 109a of Act No. 235/2004 Coll. on value added tax, as amended, which inter alia regulate the issue of surety of the recipient of a chargeable event, the Contracting Parties have agreed on the following rights and obligations:

b) The Contracting Parties concurrently declare that the purpose of regulating their rights and obligations contained in this article is to avoid situations in which the Buyer is the guarantor of unpaid value added tax. The Contracting Parties have further agreed that this paragraph must be interpreted in accordance with the will of both Contracting Parties declared as such, even when any of the provisions of this paragraph presented hereunder proves to be invalid or ineffective or in any way defective.

c) The Contracting Parties have agreed that all payments made between the Contracting Parties pursuant to this Contract shall be made by way of credit transfer into the relevant bank account of the eligible Contracting Party specified in the header to this Contract. For the avoidance of doubt, the Contracting Parties state that this account is maintained by a provider of payment services in the Czech Republic (hereinafter referred to as the “**Domestic Account Condition**”).

d) The Contracting Parties declare that their bank accounts, as specified above, are, in accordance with Act No. 235/2004 Coll. on value added tax, as amended, accounts which are published by the tax administrator in a way which facilitates remote access (hereinafter referred to as the “**Published Account Condition**”).

e) Should either of the Contracting Parties decide to change the account into which financial performance is to be provided to it (specified in the header to this Contract), it is obliged to choose such an account which maintains the Domestic Account Condition and the Published Account Condition defined in this paragraph above. It is further obliged to inform the other Contracting Party of a change of bank account without delay.

f) By signing this Contract, the Contracting Parties declare that the size of financial performance provided pursuant to this Contract is the result of the reciprocal consensus of both Contracting Parties and fully corresponds to the standard price.

g) Should either of the Contracting Parties wish to deviate from one of the provisions of this paragraph presented above, even only in part, it may do so only pursuant to the prior written consent of the other Contracting Party and at the same time when meeting the condition that an amount corresponding to value added tax on the relevant payment shall be paid directly into the bank account of the tax administrator of the eligible Contracting Party. The Contracting Party which pays into the account of the tax administrator is obliged to proceed according to the conditions which regulate such procedure laid down by law (in particular according to the provisions of Section 109a of Act No. 235/2004 Coll. on value added tax, as amended).

h) By signing this Contract, the Contracting Parties further undertake that they shall not do anything which would have the following results:

i) wilful failure to pay tax;

ii) the position of a Contracting Party which would disable the payment of tax;

iii) tax evasion or elicitation of tax benefit.

i) Should any of the foregoing provisions of this paragraph prove to be invalid, incomplete, unclear or defective in any other way, the Contracting Parties are obliged to remove such shortcoming so as to maintain the purpose of this regulation, as defined in subparagraph a) of this paragraph above. The Contracting Parties are obliged to proceed in the same way in the case that the regulation presented above proves to be insufficient.

j) The provisions of subparagraph II(9)(c), (d), (e) of this Contract do not apply in the case of persons that are not obliged to pay value added tax in accordance with Section 5 of Act No. 235/2005 Coll., as amended, meaning in the case of a seller that is a person not established in the territory, that does not have a registered office or premises in the Czech Republic, a non-payer of value added tax, persons who do not undertake economic activity.

**III.**

**Term and place of performance**

1. Term of delivery: not later than 18 weeks following the publication of the Contract in the Contract Registr of the Ministry of the Interior, Czech Republic.
2. The Seller is obliged to announce the exact date of delivery to the Buyer a minimum of 3 business days prior to the date of delivery. Should the Seller fail to fulfil this obligation, the Buyer is authorised to refuse delivery or to accept it after the passing of 3 business days following the date of ascertaining that the delivery is ready for handover.
3. The place of delivery is the Fakulta strojního inženýrství, Univerzita J.E. Purkyně v Ústí nad Labem, Za Válcovnou 1000/8, Ústí nad Labem (Faculty of Mechanical Engineering, Jan Evangelista Purkyně in Ústí nad Labem).
4. The delivery shall have been made with the handover of the Goods and of the documentation required for the acceptance and use of the Goods within the term and at the place of delivery, the testing of the Goods, demonstrating the operability and basic parameters of the Goods. Delivery in parts is not permitted.
5. Fulfilment of delivery shall be confirmed by the signing of a handover document by the representative of the Seller and the representative of the Buyer. The person empowered by the Buyer to receive the delivery is xxx.If minor defects are ascertained upon the handover of the Goods, these are stated in the handover document, together with the agreed term for the rectification thereof; otherwise the Buyer is not obliged to accept the delivery. The Buyer is not obliged to accept the delivery if it exhibits defects which prevent the use of the Goods, until such time as such defects have been removed.
6. The Buyer is authorised to withhold the purchase price, or a portion thereof, if the object of purchase exhibits defects upon handover, until such defects have been removed. The payment term of the invoice is extended by this period of time.
7. The Seller is obliged to notify the Buyer in writing of any facts or situations which influence and/or which could potentially influence the delivery, the quality thereof, the quantity thereof or anything else which could even jeopardise any of the rights of the Buyer laid down by this Contract or by legal regulations. Should the Seller infringe this obligation, it is liable to the Buyer for the damage which the Buyer incurs as a result.
8. The Seller assumes the risk of a change of circumstances in accordance with the provisions of Section 1765(2) of Act No. 89/2012 Coll., Civil Code.

**IV.**

**Liability for defects, warranty**

1. The Seller expressly assures the Buyer that the purchased Goods are faultless.
2. The Seller is accountable for the fact that the Goods are delivered in the quantity, the quality and the execution according to this Contract (paragraph I(1) and (2), Annex 1) and that the delivered and installed Goods according to this Contract are on the date of delivery to the Buyer fully functional and compliant with the technical parameters specified by the manufacturer.
3. The Seller is responsible for the fact that the delivery is free of legal defects and that, when the Buyer uses the Goods and the documentation, no copyrights or industrial rights or other intellectual property rights shall be infringed and if any claims are made against the Buyer as arising from infringement of such rights, the Seller undertakes to pay the Buyer any damage incurred in this way and to satisfy the claims made against the Buyer by a third party associated with this. The relevant rights for the Buyer are a part of the Goods and are included in the purchase price.
4. The Seller provides a warranty on the quality of the delivery of a length of 24 months following the date of signing the handover document (paragraph III(5)). The Seller guarantees that the delivered Goods shall be fit for use for the standard purpose throughout the duration of the warranty and that agreed and otherwise standard properties shall be maintained. The Seller further assumes a warranty for the fact that the transferred documentation does not contain any discrepancies or defects.
5. The warranty period does not run during a time when the Buyer is unable to use the Goods as a result of defects thereto for which the Seller is accountable. The Seller is obliged to remove such defects at its own expense (if the Buyer does not exercise any of the other rights defined by legal regulations or by this Contract), in accordance with the relevant provisions of the Civil Code and the terms and conditions specified hereunder.
6. The Buyer undertakes to make a claim for the removal of a defect at the Seller within 15 calendar days of ascertaining the defect. Such notification by the Buyer of the existence of a defect shall also communicate the right arising from liability for the defect which the Buyer has chosen.
7. If the defective performance is not a fundamental breach of this Contract, the Buyer has the right to choose whether to demand of the Seller:

a) the removal of the defect; or

b) an appropriate discount on the purchase price.

The Contracting Parties have agreed that in the case that the Buyer fails to inform the Seller of which of the foregoing rights it has chosen, it stands that it is interested in the removal of the defect to the Goods, under the terms and conditions laid down in this Contract.

1. The Seller undertakes to commence the removal of a defect within 2 business days of the date of reporting that defect, even if it does not accept the complaints. The Seller shall inform the Buyer within this time limit of the term in which the defect shall be removed. This term may not be longer than 14 days following the date of reporting the defect.
2. Should the Seller groundlessly refuse to remove a defect or should the Seller fail to remove a defect or commence the removal of a defect within the term laid down in paragraph 8 of this article, the Buyer is authorised to change the choice of its claim arising from the defect such that instead of the removal of the defect it may demand an adequate discount on the purchase price amounting to the costs invested in the removal of such a defect and shall remove the defect itself or through a third party, without harm to its rights from the warranty according to this Contract.
3. The Seller shall provide a new warranty on parts, components or Goods replaced or repaired or otherwise modified within the bounds of the warranty on Goods of the length (paragraph IV(4)) and under the same terms and conditions as are presented in this article.
4. The Seller undertakes that a servicing technician shall remove all defects.
5. The Seller is obliged to remove defects even when it contends that it is not responsible for the specified defects. The Seller shall bear the costs of removing a defect in such contentious cases until a decision has been taken by the court.
6. Should defective performance entail significant breach of this Contract (primarily, therefore, although not exclusively, in the case of an irremovable or irreparable defect), the Buyer has the right to:

a) the removal of the defect by way of the delivery of a new, faultless thing or delivery of a missing thing; or

b) the removal of the defect by way of the repair of the thing; or

c) an adequate discount on the purchase price; or

d) withdrawal from the contract of purchase.

The Contracting Parties have agreed that in the case that the Buyer fails to notify the Seller of which of the specified rights it has chosen, it stands that it is interested in being provided with an adequate discount on the purchase price, as corresponding to the extent of the claimed defects and reduction in the value of the Goods.

1. The Seller undertakes to pay the Buyer compensation for all damage incurred from a defect and the costs associated with a warranty claim.

**V.**

**Contractual sanctions**

1. The Contracting Parties have agreed on the following sanctions for breach of contractual obligations:
2. The Seller undertakes to pay a contractual penalty of 0.05 % of the purchase price not including VAT in the case that it fails to deliver to the Buyer Goods in the required quality as arranged in this Contract.
3. The Seller undertakes to pay a contractual penalty of 0.02 % of the purchase price not including VAT for each commenced day of exceeding the arranged term of delivery (paragraph III(1) of the Contract).
4. The Seller undertakes to pay a contractual penalty of 0.02 % of the purchase price not including VAT for each commenced day of exceeding any of the time limits laid down in paragraph IV(8) of this Contract, until the date of removing the defect or other settlement.
5. The Seller undertakes to pay a contractual penalty of 0.02 % of the purchase price not including VAT for each commenced day of exceeding the time limit for removing a defect specified in the handover document according to paragraph III(5) of this Contract, until the date of removing the defect.
6. The obliged Contracting Party shall pay the contractual fines arranged in this Contract regardless of whether and to what extent the other Contracting Party incurs damage, which may be enforced separately, and irrespective of its size. Compensation for damage includes actual damage and lost profit. The payment of a contractual penalty shall be without prejudice to the right to interest on late payment or the subsequent fulfilment of the Contract.

**VI.**

**Withdrawal from the Contract**

1. The Buyer may, beyond the scope of the general regulation laid down in valid and effective legal regulations, withdraw from the Contract in the case that the Seller is in delay with the delivery of the object of performance by longer than 30 days and fails to arrange rectification even within 15 days of the delivery of written notification of the Buyer of such delay, and in case of a defect established during the warranty period, which cannot be removed or repaired.
2. The Seller may, beyond the scope of the general regulation laid down in valid and effective legal regulations, withdraw from the Contract in the case that the Buyer is in delay with the payment of an invoice by longer than 30 days and fails to arrange rectification even within 15 days of the delivery of written notification of the Seller of such delay.
3. Either of the Contracting Parties is authorised to withdraw from the Contract if a circumstance of vis major, which are particularly natural disasters or social and political events of changes to legal acts, which the Contracting Party could not have foreseen or prevented continues for longer than 2 months and the Contracting Parties fail to reach agreement on the corresponding amendments to the Contract.
4. Withdrawal must be done in writing, stating the reason for withdrawal, and delivered to the other Contracting Party. Withdrawal from the Contract enters into effect on the date of delivery to the other Contracting Party. All rights and obligations of the Contracting Parties from the Contract cease to exist upon withdrawal from the Contract. Withdrawal from the Contract shall be without prejudice to the right to compensation for damage established as a result of breach of the Contract, the resolution of disputes between the Contracting Parties, rights to contractual penalties and other claims which, according to this Contract or in light of the nature thereof, should continue even following the expiration of the Contract. If the Seller was provided with an advance, or the full purchase price, prior to withdrawal from the Contract, it is obliged to return this to the Buyer within 10 days of the effective date of withdrawal from the Contract.
5. The withdrawing Contracting Party has the right to seek from the other Contracting Party payment of the costs incurred in connection with withdrawal, if not a case of withdrawal on the grounds of continuation of an obstacle of vis major. For the purposes of this Contract, vis major is primarily considered to be:
6. natural disasters, fires, earthquake, landslide, flood, storm or other atmospheric disturbances;
7. war, revolution, uprising, civil unrest or strikes;
8. the decisions or normative acts of bodies of public authority, regulations, restrictions, prohibitions or other interventions by the state, bodies of state administration or self-government;
9. explosions or other damage to production or distribution equipment.

**VII.**

**Preclusion of the provisions of the Civil Code**

1. By signing this Contract the Contracting Parties have agreed that the provisions of Section 2050 of Act No. 89/2012 Coll. of the Civil Code, as amended, are precluded from the legal relationships established by this Contract.

2. By signing this Contract the Contracting Parties have further agreed that they preclude the application of the provisions of Section 557 and Section 1805 of Act No. 89/2012 Coll. of the Civil Code, as amended.

**VIII.**

**Other provisions**

1. The relations established by this Contract and the legal relationships associated with this Contract, including issues of the force thereof and, as the case may be, the consequences of the invalidity thereof, are governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “Civil Code”).
2. The Seller is obliged, as an obliged person according to Section 2(e) of Act No. 320/2001 Coll. on financial control in public administration, as amended, to co-act in the execution of financial control.
3. The Seller undertakes to enable all subjects authorised to execute control of the project from the resources of which the delivery is paid to carry out the control of documents associated with the performance of the contract, this for the term laid down by the legal regulations of the Czech Republic for the archiving thereof (Act No. 563/1991 Coll. on accounting, as amended, and Act No. 235/2004 Coll. on value added tax, as amended). For a minimum, however, until the year 2033.
4. The rights established by this Contract or its infringement shall be time-barred in 15 years from the date the right could have been applied for the first time.
5. This Contract is a full agreement on the subject-matter of the Contract and all particulars which the Contracting Parties should have agreed and wanted to agree in the Contract and which they consider important for the binding nature of this Contract. No expression made by the Contracting Parties during the negotiation of this Contract and no expression made after entering into this Contract may be interpreted in conflict with the explicit provisions of this Contract and shall not establish any obligation for either of the Contracting Parties.
6. The Contracting Parties do not wish any rights and obligations to be imported from existing or future practice established between the parties or customs upheld in general or within the industry to concern the subject-matter of performance of this Contract beyond the scope of the express provisions of this Contract, unless expressly provided otherwise in the Contract. In addition to the above, the Contracting Parties confirm that they are unaware of any business customs or practice having been established between them until now.
7. The Contracting Parties have disclosed to each other all factual and legal circumstances of which they knew or must have known on the date of signing this Contract and which are relevant in relation to entering into this Contract. Apart from the assurances which the Contracting Parties have provided in this Contract, neither of the Contracting Parties shall have any further rights and obligations in connection with any facts which come to light about which one Contracting Party did not provide the other Contracting Party with information when negotiating this Contract. The exception to this are cases in which the relevant Contracting Party wilfully misled the other Party with regard to the subject-matter of this Contract.
8. For the avoidance of doubt, the Seller expressly confirms that it is a business undertaking, that it enters into this Contract as part of its business activity and that the provisions of Section 1793 of the Civil Code and Section 1796 of the Civil Code consequently do not apply to this Contract.
9. As variant to the law, the Contracting Parties have arranged that the performance of the Seller may not be refused even when the conditions of Section 1912(1) of the Civil Code have been met.
10. The Contracting Parties shall resolve any disputes arising from this Contract and in connection with it primarily by reciprocal agreement. In the case of a judicial dispute, the Czech court having local jurisdiction according to the registered office of the Buyer shall decide according to Czech law.
11. The Contracting Parties undertake to communicate to the other Contracting Party without delay any changes to their addresses or other identification data presented in the header to this Contract and any change to the person authorised to receive the delivery. If in breach of this obligation, the Contracting Party is liable for the damage thus caused.
12. Business correspondence, documentation, manuals for the delivered Goods, documents of quality, a document on the handover and acceptance to concern the object of purchase shall be written in Czech or in English.
13. The Contracting Parties concurrently declare that they preclude the application of the General Commercial Terms and Conditions of the Seller, any agreement or other arrangement to this Contract.
14. In the case of doubt regarding delivery, it is considered that a document has been delivered on the third business day following the provable sending of a registered letter to the address specified in the header of the Contract, even in the case that the addressee does not dwell at that address, but failed to inform the other Contracting Party of this in writing or otherwise frustrates delivery.
15. This Contract may only be amended or supplemented with written addenda numbered in ascending order and approved by both Contracting Parties on the same instrument.
16. Should any of the provisions of this Contract prove to be invalid in the future, this shall be without prejudice to the force of the other provisions of this Contract. Such a provision which maintains the sense and meaning of the concerned provision within the context of the contract as a whole also stands as having been agreed instead of the invalid provision.
17. This Contract has been written in four counterparts. Each counterpart has the force of an original. Each of the Contracting Parties shall retain two counterparts.
18. The Contracting Parties declare that they have read this Contract and that this Contract is an expression of their true and free will and that it has not been entered into under duress or under any conspicuously unfavourable conditions. In witness of this they have set hereunto their hands. This Contract also repeals all prior written and verbal arrangements in this matter.
19. This Contract enters into effect on the date on which it is published in the Register of contracts of the Ministry of the Interior of the Czech Republic.

1. The Contracting Parties take note that the Buyer is, in accordance with Section 2(1)(e), a party to which the obligation to publish contracts in the Register of contract applies in accordance with Act No. 340/2015 Coll., as amended, and have no objections to the publication of this Contract. The Contracting Parties declare that they have agreed that none of the information contained in this Contract is a trade secret or is sensitive information which would be necessary to make illegible prior to the publication of the Contract in the register of contracts. The Buyer shall ensure the publication of this Contract via the Register of contracts within 15 days of the date of entering into the Contract.

Annex 1 – Technical specifications

Ústí nad Labem, date……………………………

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On behalf o the Seller On behalf of the Buyer

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