



PURCHASE CONTRACT

(hereinafter referred to as the „Contract“)
 closed in accordance with Section 2079 et seq. of Act No. 89/2012 Coll., Civil Code, as amended
 (hereinafter referred to as the “Civil Code”)

I. Parties

Buyer: **Czech University of Life Sciences Prague**
 Registered office: Kamýcká 129, 165 00 Prague – Suchbátov
 Represented by: Ing. Karel Půbal, Ph.D., bursar
 Bank: Česká spořitelna, a. s.
 Account No.: S00022222/0800
 Co. ID No.: 60460709
 Tax ID No.: CZ60460709

(hereinafter referred to as the “**Buyer**”) on one part

and

Seller: **SVS FEM s.r.o.**
 Registered office: Škrochova 3886/42, Židenice, 615 00 Brno
 Represented by: Ing. Jiří Stárek, Managing Director
 Bank: Fio banka, a.s.
 Account No.: 2100800784/2010
 Co. ID No.: 15548180
 Tax ID No.: CZ15548180
 Registered in the Commercial Register maintained by the Court in Brno,
 Section C, entry 1244

(hereinafter referred to as the “**Seller**”) on the other part

(hereinafter together referred to as the “**Parties**” or individually as “**Party**”)

enter into the following Contract of Sale based on the result of the tender procedure small-scale public contract named: Upgrade SW Ansys multiphysics and extended licenses rockyDem.

II. Subject of the Contract

- 2.1. The subject of this Contract is the Seller’s obligation to deliver the licenses (upgrade) for Ansys multiphysics and rockyDEM, technical support for Ansys multiphysics and licenses for rockyDEM, products valid for 1 year (hereinafter referred to as the „Goods“ or “subject of performance”). A detailed specification of the Goods is given in Annex no 1 of this Contract, which is its integral part.

- 2.2. The subject of this Contract is also the Buyer's obligation to take over the delivered Goods and to pay the Seller the purchase price in the way and by the date agreed herein.

III.

Time and Place of Performance

- 3.1. The Seller undertakes to hand over the Goods to the Buyer not later than 15 days after the signature of the concluded Contract.
- 3.2. The Goods will be handed over by the Seller and taken over by the Buyer pursuant to a bilaterally signed Handover Record.
- 3.3. The obligatory data of the Handover and Acceptance Record are as follows:
- information about the Buyer and the Seller,
 - description of the Goods that are handed over and accepted,
 - information about the conditions of the Goods and their defect free state; in the case of any defect it is necessary to fix it within the stipulated time limit,
 - date of the signature of the Handover Record (this date is to be the day of a proper accounting and tax document, in particular, Act No. 235/2004 Coll., on Value Added Tax, as amended).
- 3.4. The place of performance is the seat of the Buyer, i.e. the Czech University of Life Sciences Prague, Kamýcká 129, 165 00 Suchbátov.

IV.

Price and Payment Terms

- 4.1. The purchase price for the subject of performance delivered in accordance with this Contract and its Annex is fixed based on agreement between the Parties.
- 4.2. The Buyer undertakes to pay the Seller for the subject of performance specified 2.1 hereof the agreed total purchase price in the amount of CZK 793 840 (in words: seven hundred ninety-three thousand eight hundred forty Czech crowns). The VAT shall be added and paid in accordance with legal regulations applicable at the date of taxable supply.
- 4.3. The purchase price is agreed to be the maximum permissible one which cannot be exceeded; it includes all fees and other costs associated with the performance of the subject hereof. The price also covers transport, necessary training of the Buyer's relevant staff, possible costs of administrative fees, taxes, customs duties, approval procedures, execution of required tests, issue of declaration of conformity, certificates and test records, transfer of rights, insurance, handling fees, etc. The purchase price is independent on price development and exchange rates fluctuations.
- 4.4. The purchase price shall be paid by the Buyer in Czech currency based on tax document – invoice by wire transfer to the Seller's bank account. The Seller is obliged to issue the invoice within 30 days after proper and timely delivery of the subject of performance and takeover of the same by the Buyer hereunder based on the acceptance record.
- 4.5. The tax document – invoice shall include all details of a proper accounting and tax document required by applicable legal regulations, in particular, Act No. 235/2004 Coll., on Value Added Tax, as amended. In case the invoice lacks any of the required details, the Buyer shall be entitled to return it before its due date to the Seller for completion without falling into delay

with the payment. The period for payment shall then run again from the repeated delivery of the properly completed or corrected invoice to the Buyer.

- 4.6. The invoice shall not be due earlier than 30 days after its issue date. The Seller is obliged to deliver the invoice to the address Česká zemědělská univerzita v Praze, Technická fakulta, Kamýcká 129, 165 00 Praha – Suchdol (Czech University of Life Sciences Prague, Faculty of Engineering, Kamýcká 129, 165 00 Prague – Suchdol). Any other delivery shall not be regarded as proper delivery and the Buyer shall not incur the obligation to pay the invoice delivered in another way.
- 4.7. The day on which the invoiced amount is debited to the Buyer's bank account in order to be credited to the Seller's bank account shall be regarded as the payment date.
- 4.8. The payment of the purchase price or a part thereof shall be transferred to the Seller's account published by the tax administrator in accordance with Section 98 of Act No. 235/2004 Coll., on Value Added Tax, as amended, also in case another bank account is stated in the invoice. If the Seller's bank account is not published in accordance with Section 98 of Act No. 235/2004 Coll., on Value Added Tax, as amended, the Buyer shall made the payment to bank account only after it is published by the tax administrator without falling into delay with the payment. The publication of bank account by the tax administrator shall be notified by the Seller to the Buyer without delay. This provision shall not apply where the Seller shall not be liable to publish its bank account details pursuant to Act no 235/2004 Coll., on Value Added Tax, as amended.
- 4.9. Provided that, at the time of the taxable performance of the Seller, the relevant tax administrator publishes information that Seller is an unreliable VAT payer, the Buyer, as a guarantor, reserves the right to reduce the amount for the payment of the purchase price to the Seller pursuant to this Contract. The Buyer is obliged to notify the Seller of this fact in advance. By applying this procedure, the Seller's receivable from the Buyer will be reduced by the relevant amount of VAT and the Seller is not entitled to extort the amount corresponding to the amount of VAT from the Buyer by any means.
- 4.10. Provided that, after the payment of the purchase price by the Buyer, the Seller becomes an unreliable VAT payer, the Buyer is entitled to withdraw from this Contract, in which case the Parties shall return everything that has been subject to mutual performance so far. This provision does not affect the buyer's rights to damages.

V.

Rights and Obligations of the Parties

- 5.1. The Seller is obliged to deliver the subject of performance in the agreed quantity and quality. The subject of performance delivered by the Seller to the Buyer hereunder shall meet the quality requirements stipulated in this Contract.
- 5.2. The Seller is obliged to deliver the subject of performance to the Buyer free of defects in accordance with the terms and conditions of this Contract. The takeover of the subject of performance by the Buyer based on the takeover confirmation in the record of acceptance of the subject of performance shall be regarded as proper delivery of the subject of performance. The acceptance record cannot be signed before the physical delivery of the subject of performance is fully completed by the Seller including all related activities and services agreed herein.

- 5.3. The Buyer shall acquire the title to the subject of performance on the day when the subject of performance is taken over from the Seller. The risk of damage to the subject of performance shall pass to the Buyer at the same moment.
- 5.4. The Seller is obliged to inform, without delay, the Buyer about any possible problems regarding the due time of performance as well as all facts that may prevent performance.
- 5.5. The Seller is to be able to prove to the Buyer that he has duly signed a valid support agreement with the manufacturer of the Goods so that in the event of a defect in the Goods that the Seller is unable to resolve himself, the defect can be resolved directly with the manufacturer. At the same time, the Seller is obliged to ensure access to the manufacturer's documentation and the knowledge database provided by the manufacturer as part of its support (including documentation in the Czech language, if available) for the entire duration of the warranty.
- 5.6. The Seller shall be liable to the Buyer for any damage or other harm caused by any breach the obligations hereunder or obligations imposed by applicable legal regulations.
- 5.7. The Parties agreed upon and the Seller decided that the person authorized to act on the Seller's behalf in matters related to this Contract and its performance is:
name: Ing. Jiří Stárek
e-mail address: jstarek@svsfem.cz
- 5.8. The Parties agreed upon and the Buyer decided that the person authorized to act on the Buyer's behalf in matters related to this Contract and its performance is:
name: Doc. Ing. Rostislav Chotěborský, Ph.D.
e-mail address: choteborsky@tf.czu.cz
- 5.9. All correspondence, instructions, notices, requests, records and other documents sent by either Party to the other Party based on or in connection with this Contract shall be made in writing in Czech or English language and delivered by hand, registered letter, fax or e-mail for the attention and to the mailing addresses of the authorized persons listed herein.

VI.

Guarantee for the Subject of Performance

- 6.1. The Seller assumes guarantee for the subject of performance for a period of 24 months (on-site warranty). The guarantee period shall start from the day on which the subject of performance is delivered to the Buyer, i.e. on which the acceptance record is signed by the Buyer.
- 6.2. The Buyer shall be obliged to notify the Seller in writing of any defect under guarantee without delay agree another deadline for correction of the claimed defect with the Buyer. The Buyer is entitled to technical support from the manufacturer of the goods for 5 days. In the event the above-mentioned date is not met, the Buyer shall be entitled to have the defects corrected by a third person at the Seller's expense without prior notice informing of this step.
- 6.3. In case of repair of any defective subject of performance in the guarantee period the guarantee period shall be extended by the time from the defect notification till the defect correction by the Seller.

- 6.4. Any defect can be claimed only during the guarantee period and a claim sent on the last day of the guarantee period shall also be deemed to be a timely raised claim.
- 6.5. The Seller is obliged to eliminate the reported warranty defect within 5 working days. Provided the Seller is not able to correct the claimed defect, it is necessary for the Seller to hand over the defect to the software manufacturer for resolution within 24 hours of the notification.

VII. Penalty Clause

- 7.1. In the event the Seller fails to deliver the subject of performance by the date fixed hereunder, the Seller undertakes to pay the Buyer a penalty in the amount of 0.5 % of the purchase price for each day of the delay.
- 7.2. In the event of the Buyer's delay in paying the invoice, the Seller is entitled to claim from the buyer interest in the amount of 0.05 % of the amount due for each day of delay in payment of the invoice.
- 7.3. No circumstances excluding liability shall affect the obligation to pay a penalty.
- 7.4. The Buyer is entitled to set off any contractual penalty unilaterally against any receivable of the Seller from the Buyer (including the receivables of the Seller for the payment of the purchase price).
- 7.5. The payment of penalty by the Seller shall be without prejudice to the Buyer's right to full compensation for damage or other harm.

VIII. Term and Termination

- 8.1. This Contract shall come into force on the day when signed by authorized representatives of both Parties. This Contract shall become effective at the moment when published in the Register of Contracts in accordance with Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of these Contracts and the Register of Contracts (Act on the Register of Contracts), as amended. The Parties have agreed that performances provided between the Parties according to the subject of this Contract before its effectiveness will be included in the performances under this Contract on the day of its effectiveness.
- 8.2. This Contract can be terminated by:
 - a) written agreement between the Parties;
 - b) withdrawal from this Contract.
- 8.3. This Contract can be withdrawn from only for the reasons specified herein or in applicable legal regulations. Either Party can withdraw from this Contract due to any material breach of the obligations of the other Party hereunder. The material breach of this Contract is understood, in particular, as:
 - a) failure by the Buyer to pay the purchase price hereunder within a period longer than 30 calendar days after the invoice due date;
 - b) failure by the Seller to properly and timely deliver the subject hereof and remedy this

- default within 5 business days after written notice from the Buyer informing of non-performance of this Contract;
- c) the Seller's approach to performance of this Contract contrary to the provisions hereof, instructions of the Buyer's authorized representative or legal regulations.
- 8.4. The Buyer shall be entitled to withdraw from this Contract in the event the Seller becomes an unreliable VAT payer according to the information stated in the Register of VAT Payers.
- 8.5. The Contract termination shall render all obligations of the Parties hereunder null and void. Any claims for compensation for damage or other harm and for payment of penalties agreed to be imposed for any breach of the obligations hereunder raised before this Contract termination, and the liabilities of the Parties which are to survive this Contract termination because this is provided for herein or because of their nature, or in case of which it is required by law, shall survive this Contract termination.

IX. Final Provisions

- 9.1. The relations between the Parties shall be governed by the Czech law. The legal relations arising from and in connection with this Contract regarding matters not explicitly regulated hereby shall be governed by applicable provisions of the Civil Code and other applicable legal regulations.
- 9.2. Any alterations of this Contract can be made solely based on written agreement between the Parties. Such agreements shall have the form of dated and numbered amendments to this Contract signed by both Parties.
- 9.3. If the reason for invalidity applies only to some of the provisions of this Contract, then only the concerned provisions shall be invalid unless their nature, content or circumstances under which they were agreed show(s) that they are not severable from the remainder of this Contract.
- 9.4. The Parties shall at all times endeavour to settle any disputes arising from this Contract amicably. Should the amicable settlement of a dispute not be achieved within 30 business days after its first notification to the other Party, either Party shall be entitled to refer its claim to the competent court.
- 9.5. This Contract is executed in 4 (four) counterparts each of which being valid as an original. Each Party shall receive 2 (two) counterparts.
- 9.6. An integral part of this Contract is the Annex named Goods Specification.
- a) Annex no 1 – Goods Specification
- 9.7. The Seller unreservedly agrees with the publication of full text of this Contract so that it can be the subject of provided information in accordance with Act No. 106/1999 Coll., on Free Access to Information, as amended. The Seller also agrees with the publication of full text of this Contract in accordance with Section 219 of Act No. 134/2016 Coll., on Public Procurement, as amended and Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of these Contracts and the Register of Contracts (Act on the Register of Contracts), as amended.

9.8. The Seller acknowledges and agrees that it is a person with the obligation defined by Section 2 (e) of Act No. 320/2001 Coll., on Financial Control in Public Administration Amending Certain Acts, as amended. The Seller is obliged to perform the obligations arising from the aforementioned act.

9.9. The Parties represent they have read this Contract before signing it and they agree with its content without reservations. This Contract expresses their true, real, free and earnest will. In witness of authenticity and veracity of these representations the authorized representatives of the Parties have set their hands below.

07-07-2020

In Prague on

In Prague on19.6. 2020.....

For and on behalf of the Buyer:

For and on behalf of the Seller:

SVS FEM s.r.o.
Skrochova 3886/42, 615 00 Brno
DIČ: CZ15548180
www.svsfem.cz

Ing. Karel Půbal, Ph.D.
bursar

Ing. Jiří Stárek
Managing Director at SVS FEM s.r.o.

Technical Specification:

12 months of technical support and software updates, patches for licenses

ANSYS Academic Multiphysics Campus Solution (10/100)

ANSYS Academic Research HPC Workgroup 128

Rocky DEM Academic Associate (1 task) 8 cores (1 GPU)

Rocky DEM Academic Research (5 tasks) 16 cores (2 GPUs)

Upgrade and technical support for set of ANSYS licenses allowing structural, fluids, electromagnetics, explicit and multiphysical analysis this set covers 10 tasks of ANSYS academic research licenses and also 5 tasks of Rocky DEM (discrete elements method) licenses for degree and/or nondegree-related research, student instruction, student projects and student demonstrations also 100 tasks of academic teaching licenses for student instructions, student projects and students demonstrations. Rocky DEM Academic Associate license for industry-related research, degree and/or nondegree-related research, student instruction, student projects and student demonstrations. Rocky DEM analysis allowing to couple with ANSYS Analysis. High Performance Computing for up to 208 HPC cores for ANSYS Campus license and up to 16 HPC cores for Rocky DEM analysis with access up to 2 GPUs cores.

Extend of Rocky DEM Academic Teaching licenses for 25x tasks including upgrade and technical support for 12 months. Teaching licenses may be used only for student instructions, student projects and student demonstrations. This set of licenses allowing run on 4 HPC cores. License capabilities are read on page

Full license capabilities are mentioned in ANYS Inc. software capabilities overview on page 11 and Rocky DEM software capabilities on page 12 (Rocky Teaching is equivalent to Rocky DEM Designer all other Academic products as Associate and Research are equivalent to Rocky Professional).

I hereby honestly declare that the offered software licenses are in accordance with the requirements of Contracting authority mentioned in Technical Specifications (Specification of the subject-matter of the contract) read on page 18 of this tender application.

Technical Support

Includes phone, email, remote desktop, customer on site support and minimum 3 software updates for ANSYS and Rocky DEM software within 12 months. Support reaction time by next business day. Support and troubleshooting for software, its licensing, software updates, access to customer portal for software ANSYS at support.ansys.com and software Rocky DEM at <https://support.esss.co>

Technical support is available in Czech, Slovak and English language and accessible in business days from 8:00 a.m. to 5:00 p.m.

Contact points for technical support are:

Technical support reporting points:

Hotline number: +420 724 895 455

Email: hotline@svsfem.cz



Ing. Jiří Stárek

Managing Director at SVS FEM s.r.o.

ROCKY –Capabilities Chart

ROCKY	ROCKY DESIGNER ++	ROCKY PROFESSIONAL
General		
Materials Catalog	•	•
Interactions Catalog	•	•
Extend Simulation Time	•	•
Change-OutBoundaries or Particle Groups	•	•
ROCKY RSM (Remote Solve Manager)	•	•
Periodic Boundaries		•
Macro		•
Python Shell		•
Parallel Processes		
Parallel CPU Solver (HPC licenses required)	+	+
Parallel GPU Solver (HPC licenses required)	+	+
Contact and Physical Models		
Rolling Resistance Model: Type 1–Constant rolling resistance model	•	•
Rolling Resistance Model: Type 3 –Elastic–plastic spring–dashpotresistance model	•	•
Shear Wear ContourPlots	•	•
Wear (Surface Wear Modification)		•
Particle Breakage		•
Geometry Types		
Custom Inlets	•	•
Import Custom Geometries (XGL, STL, and DXF Files)	•	•
ROCKY Feed Conveyor Parametric	•	•
ROCKY Receiving Conveyor Parametric	•	•
Movement		
Rotation	•	•
Translation	•	•
Rotation Without Displacement	•	•
Translation Without Displacement	•	•
Vibration		•
Pendulum		•
Periodic Motion		•
6DOF (Six Degrees of Freedom)		•

ROCKY	ROCKY DESIGNER ++	ROCKY PROFESSIONAL
Particle Types		
Spherical Particles	•	•
Non-RoundParticles	•	•
Particle Size Distribution	•	•
Adhesive Materials (Wet/Dry/Sticky Contact Rheologies)	•	•
Data Export		
Export Image	•	•
Export Table Data	•	•
Export Curve Data	•	•
ExportData for FEM Analysis / ANSYS	•	•
Particle Energy Spectrum		•
Quantitative Calculations		
Cube	•	•
Plane	•	•
Property	•	•
Post Processing Tools		
3D View	•	•
Time Plot	•	•
Space Plot	•	•
Histogram	•	•
Video Animation	•	•
Cross Plot	•	•
Particles Trajectory		•
Multi Time Plot		•
External Coupling / Other Physics		
ANSYS Fluent 1–WayCoupling (Using Rocky 2.4 License)		•
Airflow (Lattice Boltzmann) (Using Rocky 2.4 License)		•

+Additional Product Required
 ++Rocky Designer –Max. 1.000.000 Particles



Proposal: VN-20187 — Upgrade SW ANSYS Multiphysics and extended licenses Rocky DEM

Proposal on: Commerce software

State: **in process**

Date of issue: 19/6/2020

Date of expiration: 19/8/2020

Price (VAT excl.): CZK 793840 (VAT 21 % not included!)

Customer: Česká zemědělská univerzita v Praze, Technická fakulta, Kamýcká 129, 16521 Praha 6, DIC: CZ60460709

Zakázka:

Responsible Person:

XXXX

Description:

Catalog	Description	C.	Unit Price/Unit	Total Price
VN-20187-01	12 Months of Technical support and software updates for ANSYS Academic Multiphysics Campus Solution (10/100), ANSYS Academic Research HPC Workgroup 128, Rocky DEM Academic Associate (1 task) 8 cores (1GPU) Rocky DEM Academic Research (5 tasks) 16 cores (2 GPUs), Rocky DEM Academic Teaching licenses 25 tasks (4HPC cores) Paid Up license + 12 months of technical support and software updates	1	pc. 793 840.-	793 840.-