

Purchase Order

No.: 4500290258 Date: 29-OCT-2020
Version:
Validity Period: 29.10.2020 - 28.02.2021
Page: 1 of 5

Zdravotni ustav se sidlem v
Doruceno: 12.11.2020
ZU/31932/2020
listy: 1 prilohy:



zusoas7a316088

e-mail :

VAT # : CZ60112387

Supplier Address

ZDRAVOTNI USTAV SE SIDLEM V OSTRAVE
PARTYZANSKE NAMESTI
CZ-702 00 OSTRAVA

Information

Buyer
Buyer Phone # Extn. 5125
Buyer Fax #
Buyer Email
Supplier # 916018
Supplier Phone #
Salesperson
Shipped Via
Incoterms Free on board - ORIGIN
Payment Terms Net 45
Currency CZK
Supplier Fax

Ship To Party

Arrow International CR, a.s.
Prazska 209
CZ-500 04 HRADEC KRALOVE

We require an order acknowledgment for the following items:

Line	Material	Material Description	UoM	Total Qty -->Order Qty	Unit Price -->Open Qty	Per	UoM	Extended Price (open) without VAT
10		Měření lokální svalové zátěže	EA	1.00	99,600.00	1	EA	
		<i>Delivery Date: 31-MAR-2021</i>		<i>1.00</i>	<i>1.00</i>			<i>99,600.00</i>
								<i>Line Sub-Total</i> 99,600.00

ItemText

#Odchylně od PRAVIDEL A PODMÍNEK kupujícího se strany dohody na tom, že započtení jakýchkoliv pohledávek je možné pouze na základě dohody stran.#

CZK 99,600.00

TERMS AND CONDITIONS

1. CONTRACT: a). This Purchase Order constitutes the entire contract and agreement between the parties and may not be amended, revised or altered except with the express written consent of Buyer's authorized representative. This Purchase Order constitutes Buyer's offer to purchase and shall not under any circumstances be deemed an acceptance in whole or in part, whether expressly, implied or by operation of law, of any offer to sell by Seller. Acceptance is expressly limited to the exact terms hereof and any revision of this Purchase Order or any of its terms and conditions is expressly rejected by Buyer. No addition, revision or alteration hereto shall be effective (whether or not in Seller's acknowledgement or other form) unless agreed to in writing by Buyer's authorized representative and any attempt to so add to, revise or alter the terms and conditions hereof without the express prior written agreement of Buyer's authorized representative shall be deemed a rejection of any offer to sell by Seller or any counteroffer by Seller which is not acceptance hereof without any such addition, alteration, or revision. Buyer hereby objects to any such additional or different provisions contained in any document received from Seller. Shipment of any of the materials ordered hereunder by or on behalf of Seller shall constitute Seller's express, unequivocal and irrevocable acceptance of all terms and conditions hereof whether or not Seller has acknowledged this Purchase Order. To the extent Buyer and Seller are party to a valid, current, executed written agreement the scope of which includes the purchase of products and/or services that are the subject of this Purchase Order ("Agreement") then the terms of the Agreement shall govern and control. If there is no Agreement, the terms and conditions of this Purchase Order shall govern. If there is an applicable Quality Agreement in place with Seller the Quality Agreement shall govern first.

b). In the event of any inconsistency between these printed terms and conditions and any provisions set forth on the face of this Purchase Order or any supplemental conditions attached hereto, the provisions set forth on the face of this Purchase Order or such supplemental conditions shall prevail.

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- c). Buyer shall have the right to make changes within the general scope of this Purchase Order, but no additional change will be allowed unless authorized in writing by Buyer. If such changes affect the delivery schedule or the amount to be paid by Buyer, Seller shall notify Buyer immediately and negotiate an adjustment; if Seller fails to so notify Buyer within ten (10) days after receiving notice of such change from Buyer, Seller shall be bound by such change without any alteration to the amount to be paid by Buyer or alteration of the delivery schedule.
- d). No amendment to this Purchase Order shall be effective nor shall it bind Buyer unless it is in writing, signed by Buyer's authorized representative, and makes specific reference to this Purchase Order.
2. DEFINITION: "Goods" or "materials" as used in this Purchase Order means materials, equipment, or any other goods covered by this Purchase Order.
3. PRICE: This Purchase Order shall not be billed at higher prices than specified herein. If price is omitted from this Purchase Order, the goods shall be billed at price last quoted or paid, or at the prevailing market price at the time specified for delivery at the place specified for delivery to Buyer, whichever is lower.
4. DELIVERY: If Seller tenders any whole or partial shipment or delivery which does not conform exactly in all respects with this Purchase Order (including time of shipment or delivery), Buyer reserves the right to reject such delivery in whole or as to any commercial lots and, if Buyer so elects, Buyer may upon notice to Seller treat this Purchase Order as repudiated by Seller as to any goods so rejected by Buyer and cancel any outstanding deliveries hereunder, without prejudice to Buyer's rights to claim damages or to enforce any other remedy provided by law. Any goods which Buyer has rightfully rejected shall remain at Seller's risk of loss. Seller shall in such event be liable and responsible for all expenses of transportation and storage, if any, resulting therefrom and if Seller does not pay the same promptly upon notice from Buyer, Buyer shall have the right to make such payment for Seller's account and Seller shall reimburse, indemnify and hold Buyer harmless as to any amounts so paid by Buyer. In addition, Buyer shall have the right to set-off against amounts owing by Buyer to Seller such amounts so paid by Buyer on Seller's behalf. In the event any further deliveries and/or installments remain outstanding and executory under this Purchase Order in the event of such non-conforming tender by Seller, the same shall be deemed to substantially impair the value of the unexecuted or unperformed balance under this Purchase Order to Buyer and Buyer shall have right in its sole discretion to terminate and cancel such balance remaining to be executed or performed without further liability or obligation to Seller.
5. INSPECTION: CONFORMITY TO SPECIFICATIONS: Buyer shall have the right to inspect any and all goods either at Seller's plant or upon receipt, at Buyer's election. Buyer may reject any goods which do not conform exactly in all respects to Buyer's specifications or, if not so specified, which do not conform exactly in all respects to standard industry specifications for goods of like kind. All costs reasonably incurred and damages reasonably sustained by Buyer, including consequential damages, arising from or related to any such rejections shall be for Seller's account and Buyer may return such goods at Seller's expense and Seller shall promptly reimburse, indemnify and hold Buyer harmless against such expense upon Buyer's submission of an invoice therefore. All goods are subject to Buyer's inspection notwithstanding prior payment to obtain discount. Seller shall provide Buyer without charge reasonable access to Seller's facilities and use thereof to enable Buyer to conduct any inspection authorized hereunder.
6. WARRANTY: Seller expressly warrants that all goods purchased hereunder and every part of them, and their packaging and any applicable descriptions therein or required to be thereon, will: (a) not contain any unreasonably dangerous or defective condition, (b) conform to all specifications, data, drawings, samples and other descriptions identified in this Purchase Order, (c) be merchantable, free from defects in design, materials and workmanship; (d) be suitable for the purposes for which goods of that type are ordinarily used, or suitable for the particular purpose or use for which they are purchased by Buyer if Seller knows or has reason to know the purpose or use, (e) comply with all applicable laws, regulations and standards; (f) be new and not used or reconditioned (unless otherwise specified in this Purchase Order, and (g) be free from all liens, charges and encumbrances. Seller's warranty shall begin on the date the goods are delivered and continue for a period of one year the date of delivery, of acceptance, or completion of installation, whichever is later. All materials and workmanship shall be first quality. Seller shall repair or replace any defective goods without cost to Buyer at any time that Buyer so notifies Seller within the warranty period. If Seller shall fail to do so within a reasonable time under usual practice, after three days prior written notice Buyer may replace any such defective goods at Seller's expense and Seller shall promptly reimburse, indemnify and hold Buyer harmless against such expense upon Buyer's submission of an invoice therefore. In addition, Buyer shall have the right to set-off against amounts owing by Buyer to Seller such replacement costs so paid by Buyer on Seller's behalf.
7. PACKING: Buyer is not responsible for any charge for packing, boxing, storage or cartage, and all prices quoted herein are inclusive to Buyer of any such costs.
8. EXCUSABLE DELAYS: Neither party shall be liable for any delay or failure of performance due solely to strikes, fires or other causes beyond its control and without its fault or negligence, provided that the party subject to such delay shall have given written notice to the other of any such cause for delay or anticipated delay promptly following the commencement thereof. If Seller should be unable, due to such a cause, to meet all of its delivery commitments for the goods ordered herein as they become due because of any condition affecting its business generally, Seller shall not discriminate against Buyer or in favor of any other customer in delivering goods to Buyer hereunder. Seller shall use its best efforts to make deliveries as expeditiously as possible taking into account such cause for delay. However, if Buyer believes that the delay or anticipated delay in Seller's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operations, Buyer may, at its option and without liability to Seller, cancel outstanding deliveries hereunder either wholly or in part.
9. RISK OF LOSS: Risk of loss of goods purchased under this Purchase Order shall remain with Seller until such goods are delivered at the F.O.B. point specified on the face hereof or, if no such point is given, then until they are delivered to a public carrier consigned to Buyer, or are delivered to Buyer, whichever delivery shall occur first. However, if goods ordered hereunder are of an explosive, inflammable, corrosive, hazardous, toxic or otherwise dangerous nature, Seller shall reimburse, indemnify, defend and hold Buyer harmless against any claim(s) asserted against Buyer on account of any personal or property damage proximately caused by such goods, or by their transportation, which occurs, or results from an unbroken

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chain of causation commencing, prior to completion of unloading them at Buyer's plant or warehouse.

10. **INSURANCE ON MATERIALS:** Seller shall not insure the materials for Buyer's account unless the terms of this Purchase Order so require.
11. **INFRINGEMENT:** Seller warrants that none of the goods furnished under this Purchase Order, nor their use, infringes any patent, copyright, or other intellectual or proprietary right of any person. Buyer anticipates and Seller acknowledges that Buyer will possess, use and/or sell the goods ordered with this Purchase Order for incorporation into products it may use for its own account or for sale to its customers. If, by any such act, Buyer is or shall become the subject of a threatened complaint, claim, allegation or action, Seller shall reimburse, indemnify, defend and hold Buyer harmless against any such complaint, claim, allegation or action, including damages, costs and attorneys' fees; provided, however, that Seller shall not be obligated to indemnify and hold Buyer harmless with respect to any claim arising out of specifications, drawings, blueprints, descriptions, or designs provided to Seller by Buyer.
12. **LABOR:** If this Purchase Order covers the performance of labor on Buyer's premises, Seller agrees to indemnify and hold Buyer harmless against all claims, liabilities, fees, costs, expense, judgments, awards, damages, and/or reasonable attorneys' fees for injury or damage to any person or property arising out of, related to, or in connection with performance of this Purchase Order. Seller also agrees to furnish Buyer promptly after entering into this Purchase Order with a certificate from Seller's insurance carrier(s) certifying that all times relevant to Seller's performance of this Purchase Order, Seller carries and maintains adequate Workmen's Compensation (if Seller is self-insured, it shall arrange to have the Department of Labor, or other appropriate agency, in the State in which said labor is to be performed, furnish a certificate of same to Buyer), public liability, product liability and property damage insurance, and showing the amount of coverage, deductibles, number of policy and date of expiration, all of which terms, carriers and other provisions shall be reasonably acceptable to Buyer.
13. **TAXES:** Unless otherwise expressly provided herein, prices shown on Purchase Order include all taxes, fees or other charges imposed by law by virtue of this transaction or the goods which are the subject of this transaction and not expressly imposed by law on the Buyer.
14. **COMPLIANCE WITH LAW:** Seller shall comply in its performance of this Purchase Order with all applicable laws, statutes, ordinances, rules, regulations, and/or executive orders, whether Federal, State or local. Seller shall certify to Buyer its compliance with any such statutes, ordinances, rules, regulations and/or Executive Orders that Buyer may be required to incorporate in any contract entered into by Buyer pursuant to applicable law.
15. **LABOUR STANDARDS:** As part of Buyer's continuing improvement efforts related to labour standards, Seller agrees to demonstrate ongoing compliance to International, regional and local labour law and labour standards including (but not limited to): 1) the preservation of human dignity; 2) ban on child and forced labor; 3) ban on bribery and blackmail; 4) maintenance of adequate social and safe working conditions; and 5) responsible action by all personnel in relation to the environment. The Seller also agrees to support Buyer by sharing information on Seller's labour standards and work practices so that the Buyer will comply with programmes like the UK National Health Service (NHS) Labour Standards Assurance System.
16. **GOVERNMENT WATCH LIST.** Seller represents, warrants and covenants that neither Seller nor any Seller personnel who will perform services under this Agreement, is included in or listed on, and will promptly inform Buyer if Seller or any Seller personnel who will perform services under this Agreement becomes included in or listed on, any of the following: (i) the List of Excluded Individuals/Entities maintained by the HHS Office of Inspector General pursuant to 42 U.S.C. Sections 1320a-7, 1395ccc, 1320c-5 and regulations promulgated thereunder, which, as of the Effective Date, can be searched at the internet website of <http://exclusions.oig.hhs.gov>; (ii) the Excluded Parties List System maintained by the United States General Services Administration which, as of the Effective Date, can be searched at the internet website of <http://epls.amet.gov>; or (iii) the U.S. Treasury's Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons which, as of the Effective Date, is located at the internet web site of <http://www.ustreas.gov/offices/enforcement/ofac/sdn> as a Specially Designated National or Blocked Person. Seller agrees that debarment, suspension, proposed debarment or suspension, ineligibility or exclusion of Seller, or any of its personnel who will perform services under this Agreement, constitutes cause for immediate termination of this Purchase Order by Buyer.
17. **ANTI-CORRUPTION COMPLIANCE.** Seller shall perform its obligations in accordance with all applicable laws, rules and regulations, (a "Law" or "Laws"), including, but not limited to, the Foreign Corrupt Practices Act, 15 U.S.C. § 78 dd et seq., ("FCPA"), the U.K. Bribery Act ("Bribery Act") and any equivalent Laws. The FCPA and Bribery Act make it illegal to make, offer or agree to offer anything of value to any government official, political party or official thereof, or candidate for governmental office in order to obtain, retain or direct business to any business enterprise or person. Seller represents, warrants and agrees that (i) Seller understands the purposes, prohibitions and penalties stated in the FCPA and the Bribery Act, (ii) neither Seller nor any employee or agent of Seller has been accused of violating the FCPA or the Bribery Act or engaging in any conduct that would constitute the making of an improper payment to a government official and (iii) Seller shall not commit any direct or indirect act that would place Buyer in jeopardy under the FCPA or Bribery Act. Violations of the FCPA or Bribery Act by Seller will not be suggested, encouraged or condoned by Seller. Buyer shall have the right to audit Seller's books and financial records from time to time in regard to business conducted on behalf of Buyer, upon reasonable advance notice in writing, to monitor Seller's compliance with this Purchase Order. Buyer shall have the right to immediately terminate this Purchase Order in the event Buyer determines Seller has failed to comply with the FCPA, the Bribery Act or any equivalent Laws or fails to allow Buyer to exercise its audit rights.
18. **CONFLICTS AND ETHICAL STANDARDS OF CONDUCT.** Seller affirms that, to the best of Seller's knowledge, there exist no conflicts of interests between Seller and Buyer or its employees. In the event of change in Seller's interests, Seller shall inform Buyer regarding any conflicts of interest that arise or are likely to arise as a result of such change. Seller hereby represents that it has neither received nor given gifts or gratuities to any officer, director, employee or agent of Buyer, nor participated in any other unethical conduct in connection with this Agreement. If, at any time, Buyer determines that Seller is in violation of any representation under this Section, Buyer may cancel this Purchase Order upon written notice to Seller, and Buyer shall have no further obligation to Seller.

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19. DESIGNS, TOOLS, DIES, ETC.:

a). If Seller is to manufacture any of the goods hereunder in accordance with designs, specifications, drawings or blueprints furnished by Buyer, Seller shall return the same to Buyer at Buyer's request upon completion of its performance under or cancellation of this Purchase Order, and Seller shall not use the same in any manner for itself or for any third party without Buyer's prior written consent. Seller shall keep any such designs, specifications, drawings, or blueprints secret and confidential, except for any such information that Seller can prove was already public or that it had already rightfully received from a third party.

b). Unless otherwise agreed herein, Seller at its cost shall supply all materials, equipment, tools and facilities required to perform this Purchase Order at its cost and Buyer shall be solely responsible for the price(s) quoted on the face hereof. If Buyer shall furnish or specifically and separately pay for any material, goods, equipment, tools or other property to be used or applied towards the performance of this Purchase Order, the same shall be and remain Buyer's property. If Seller has purchased such equipment or tools for which Buyer has paid Seller, Seller shall permanently mark such equipment or tools with Buyer's name. Buyer provides any such property only for Seller's use and such property shall not be transferred to the custody, possession or use of any third party without Buyer's prior written consent. Any such property shall be used only to fill orders from Buyer and Buyer at its cost may on demand remove the same without charge by Seller. Seller shall use such property at its own risk and shall be responsible and shall reimburse Buyer for any loss or damage to the same while in Seller's custody. Seller shall at its cost store, repair and maintain all such property in good condition and repair. Buyer makes no, and expressly disclaims any, warranties of any nature with respect to any property it may furnish or pay for, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

20. ASSIGNMENT: Seller shall not assign this Purchase Order, or any part of its obligations or performance hereunder, or any moneys due or to become due hereunder, without the prior written consent of Buyer, except those rights to proceeds which by law may be assigned notwithstanding a contractual prohibition against such assignment. Any attempted or actual assignment, garnishment, attachment, or claim by a third party with respect to Seller's rights hereunder shall entitle Buyer to withhold all payment until full performance by Seller. Buyer may continue to withhold payment until it has determined to its complete satisfaction to whom such funds are payable and that Buyer is fully protected against any counterclaim by Seller, Seller's assignee or any third party and from any cost, damage, expense or loss resulting therefrom. Buyer may recover from Seller, or offset from any amounts payable hereunder, any loss, damage or expense (including defense costs and/or reasonable attorneys' fees) it may incur or suffer in such circumstance.

21. INSOLVENCY: Buyer may cancel this Purchase Order as to an executory portion remaining, if Seller files a voluntary petition under any Federal or State bankruptcy law, has any involuntary petition filed against it under any such law or receives notice of any proposed filing of the same, or is adjudicated a bankrupt or if Seller becomes insolvent, makes or proposes to make any assignment for the benefit of its creditors, or commits an act of bankruptcy.

22. GRAPHIC ARTS MATERIALS: All films, negatives, positives, engravings, electros and dies created or made for the manufacture of goods hereunder shall become Buyer's sole property when they are so created or made, and Seller shall surrender any of the same promptly to Buyer upon its request.

23. EO CLAUSE: This contractor and subcontractor shall abide by the requirements of 41 CFR __ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. This contractor and subcontractor shall also abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A which outlines contractor and subcontractor obligations to inform employees of their rights under the National Labor Relations Act (NLRA).

24. INDEMNIFICATION: Seller agrees to and shall indemnify and hold Buyer harmless from any and all loss, damages, costs, expenses, fees (including reasonable attorneys' fees), charges, actions, awards, judgments, or liabilities in connection with, arising out of or related to:

a) Any actual or threatened complaint, claim or action relating to, connected with or arising out of Seller's performance hereunder, or b) Any defect or lack of workmanship or breach of warranty as to the goods covered by this Purchase Order, or

c) Any act or omission of Seller. Seller shall assume full responsibility for, defend and handle any third-party complaint, claim or legal action and shall pay all expenses, costs, counsel fees, judgments, awards, and/or settlements resulting therefrom, provided solely that Buyer shall notify Seller promptly of such complaint, claim or legal action.

25. THIRD PARTY RIGHTS: Seller's warranties and undertakings under this Purchase Order are also for the benefit of any person or entity to which Buyer supplies the goods or to which Buyer is liable with respect thereto, to the same extent they apply in Buyer's favor.

26. COMPLETE AGREEMENT: This Purchase Order, including these Terms and Conditions, and any documents specifically incorporated on the face hereof constitute the entire agreement between the parties. The terms and conditions hereof shall bind the Seller to the exclusion of any inconsistent provision of any document furnished by Seller.

27. SEVERABILITY: Any legally invalid provision shall be deemed severable and the balance of this Purchase Order shall be construed and applied without regard for and irrespective of such provision.

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28. **SUPPLIER INITIATED CHANGES:** In order to enable Buyer to determine if any proposed change to Seller product (irrespective of IP ownership) or service or distribution arrangements will have any effect on the safety and/or efficacy of Buyer products, Seller shall not make any changes in the Specifications or (including the source of) raw materials, purchased components, packaging materials, labeling, formulations, quality control test methods, subcontractors for producing, processing or testing, sterilization process or location, manufacturing site, manufacturing processes or manufacturing equipment without Buyer's prior written agreement. Seller shall provide prior notification of all proposed changes to Buyer for Buyer's approval and assessment of required regulatory and or testing requirements resulting from changes at SIC@teleflex.com

29. **SUPPLIER DIVERSITY:** As a prime contractor to the federal government, Buyer must comply with specific laws and regulations, and in performing under this Agreement, Seller will use its commercially reasonable efforts to cooperate with Buyer in recognition of, and achieving the following:

- a) **Flow Down.** Under the Federal Acquisition Regulation (FAR) clauses 52.219-8 and 52.219-9, Buyer is required to flow down certain requirements to its subcontractors and suppliers to ensure utilization of small businesses in all subcontracts that offer further subcontracting opportunities and requires all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 to adopt a subcontracting plan that complies with the requirements of 52.219-9. In accordance with this policy, Buyer has established diversity utilization goals.
- b) Under the Federal Acquisition Regulation 52.219-9(d) (9) requires all subcontractors (except small business concerns) that receive subcontracts in excess of \$650.000 to adopt a subcontracting plan that complies with the requirements of 52.219-9.
- c) **Small Business Suppliers.** All other evaluation factors being equal, Buyer will encourage proposals from large businesses who team or partner with diverse small businesses in a legally correct manner that properly positions the small business as a first-tier supplier to Buyer.

30. **CONFLICT MINERALS COMPLIANCE STATEMENT:** Seller is expected to comply with all applicable government law. In the context of Dodd-Frank 1502, Seller is expected to provide Buyer with valid, applicable and timely data upon request in order for Buyer to comply with United States and SEC regulations as they pertain to conflict minerals. Seller non-compliance with conflict minerals regulations will be reviewed by Buyer, who will then determine what further action is necessary.

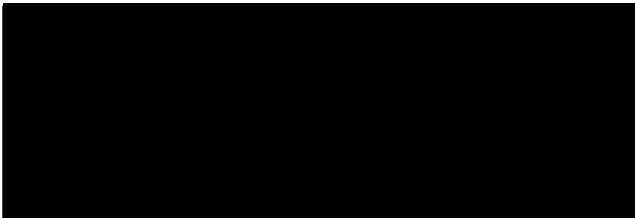
31. **QUALITY:** Seller shall maintain quality control procedures to monitor and ensure that said standards of quality necessary to provide goods that meet Seller's warranty continue throughout the Contract. Seller will test the goods prior to delivery in accordance with industry accepted procedures and standards, and the goods shall be at least the quality which meets such industry standards.

32. **REACH:** Seller is expected to comply with all applicable REACH regulations for materials which are distributed within the European Union and provide reasonable assistance and information to Buyer to maintain compliance.

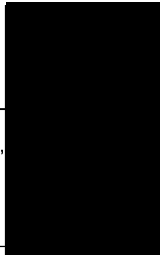
33. **Data Privacy:** We take our responsibilities under Data Protection Law very seriously. We may process Personal Data belonging to you, your employees (or any other individuals whose Personal Data you provide to us) for the purposes of giving effect to these Terms and Conditions and receiving the goods and services. For more information on how we process Personal Data, please refer to our Data Privacy Notice available at: <https://www.teleflex.com/emea/legal/Teleflex%20EU%20Customer%20and%20Supplier%20Privacy%20Notice.pdf> or on request from privacyofficial@teleflex.com. You agree to comply with your obligations under Data Protection Law as they apply to these Terms and Conditions.

Data Protection Law means the data protection and information privacy laws of the European Union as amended, revised or replaced from time to time and to the extent applicable to these Terms and Conditions, the data protection and information privacy laws of other jurisdictions; and includes Regulation (EU) 2016/679 known as the General Data Protection Regulation or GDPR.

Personal Data shall have the meaning set out in Data Protection Law.



SIGNATURE _____ DATE 11-NOV-2020
(Purchasing/Accounting)
The company is registered in commercial register administrated by regional court in Hradec Králové on 11-Feb-1994, section B,



Digitálně
podpsáno
Datum:
2020.11.11
16:33:57 +01'00'



Zdravotní ústav se sídlem v Ostravě
Partyzánské náměstí 2633/7
Moravská Ostrava, 702 00 Ostrava

Cenová nabídka služeb číslo: 3062

Vyřizuje:
Telefon:
ID datové schránky:
Email:
Datum:

22.10.2020

Objednatel :
ARROW International CR, a.s.
Pražská třída 209/182
500 04 Hradec Králové

IČO: 60112387

DIČ: CZ60112387

Kontakt na objednatele

Autorizované měření a posouzení lokální svalové zátěže
- jednorázová nabídka

Lhůta pro přijetí (akceptaci) cenové nabídky do: 31.12.2020

I. Předmět plnění

Položka	Počet	Smluvní cena za jednotku	Cena celkem
AS I 8 - Autorizované měření a posouzení lokální svalové zátěže			
Doprava (cena za každý 1 km) <i>Doprava z pracoviště ZU Brno.</i>			
Režijní náklady spojené s výkonem práce <i>Ubytování - bude vyúčtováno dle skutečných nákladů</i>			
Celkem (bez DPH)			99600 Kč

Ceny jsou uvedeny bez DPH.

Konkretizace pracovních pozic a profesí, případně další upřesnění:

Shora uvedená plnění (dále jen „dílo“) se Zdravotní ústav se sídlem v Ostravě (dále jen „zhotovitel“) zavazuje pro objednatele provést jakožto držitel platného osvědčení o autorizaci pro obor fyziologie a psychologie práce ve smyslu zákona č. 258/2000 Sb., o ochraně veřejného zdraví a o změně některých souvisejících zákonů, ve znění pozdějších předpisů a objednatel se zavazuje toto dílo převzít a zaplatit za něj cenu díla za dále uvedených podmínek.

II. Smluvní podmínky

- Dílo se sestává z těchto dílčích plnění:
 - autorizované měření a posouzení,
 - vyhotovení protokolu o autorizovaném měření a posouzení (dále jen „protokol“).
- Zhotovitel se zavazuje zahájit práce na provádění části díla dle odst. 1 písm. a) v termínu do 9 měsíců od akceptace této cenové nabídky (dále jen „smlouva“). Do té doby není zhotovitel v prodlení s prováděním díla.
- Zhotovitel se zavazuje vyhotovit a předat protokol objednateli v termínu do 60 dnů od uskutečnění autorizovaného měření a posouzení.



Zdravotní ústav se sídlem v Ostravě
Partyzánské náměstí 2633/7
Moravská Ostrava, 702 00 Ostrava

4. Smluvní strany se dohodly, že protokol bude objednateli předán v termínu podle odst. 3, nejdříve však po úplném zaplacení faktury. Dále se smluvní strany dohodly, že zhotovitel neodpovídá objednateli za příp. škodu vzniklou neobdržením protokolu z důvodu prodloužení objednatele s úhradou faktury.

5. Smluvní strany se dohodly, že celková cena díla je splatná po dokončení dílčí části díla dle odst.1 písm. a) tj. po provedení autorizovaného měření a posouzení. Okamžikem provedení autorizovaného měření a posouzení vzniká zhotoviteli právo na zaplacení ceny díla. Zhotovitel cenu díla objednateli vyúčtuje na základě faktury s náležitostmi daňového dokladu, jejíž přílohou bude kalkulační výkaz. Splatnost faktury se sjednává v délce 45 kalendářních dnů ode dne jejího vystavení zhotovitelem.

6. Předání protokolu se uskuteční odesláním datovou schránkou, nedohodnou-li se strany jinak.

III. Další smluvní ujednání

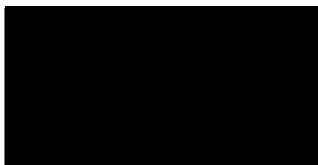
1. Právní vztahy se řídí příslušnými ustanoveními občanského zákoníku v platném znění a aktuálními Obchodními podmínkami (dále jen „OP“) zhotovitele, které jsou zveřejněny a smluvním stranám dostupné na internetových stránkách zhotovitele v menu „O nás“ v části „Obchodní podmínky“. Objednatel prohlašuje, že se s těmito OP seznámil a podpisem této smlouvy vyjadřuje souhlas s jejich zněním a vůlí řídit se jimi při realizaci této smlouvy.

2. Zhotovitel neodpovídá objednateli za škodu v případě, že nedojde k uzavření smlouvy.

3. Objednatel dále souhlasí a je srozuměn se skutečností, že zhotovitel může být na základě zákona č. 106/1999 Sb., o svobodném přístupu k informacím, ve znění pozdějších předpisů a zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv), ve znění pozdějších předpisů, povinen uveřejnit tuto smlouvu v registru smluv nebo o této smlouvě a právním vztahu jí založeném zpřístupnit či poskytnout všechny informace, které citované zákony nebo jiné právní předpisy z uveřejnění nebo zpřístupnění nevyklučují. Jednotkové ceny analýz, včetně jejich množství, místa a četnost odběrů však podléhají obchodnímu tajemství zhotovitele. Uveřejnění této smlouvy v registru smluv zajistí zhotovitel.

4. Pro případ, že objednatel je fyzická osoba jsou nedílnou součástí této cenové nabídky informace o zpracování osobních údajů objednatele za účelem splnění smlouvy, resp. opatření před uzavřením smlouvy.

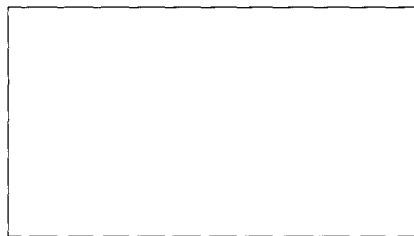
S přáním hezkého dne



Cenová nabídka služeb číslo: 3062 akceptována bez výhrad dne:

Jméno a příjmení jednající osoby:

Funkce:



Vlastnoruční podpis:
(pokud není elektronický)

místo pro elektronický podpis

Razítko :

PROSÍME O ZASLÁNÍ AKCEPTOVANÉ NABÍDKY V 1 VYHOTOVENÍ ZPĚT V LISTINNÉ PODOBĚ POŠTOU NEBO OSOBNĚ. V PŘÍPADĚ OBDRŽENÍ TĚTO CENOVÉ NABÍDKY ELEKTRONICKY LZE PŘIPOJIT ELEKTRONICKÝ PODPIS OBJEDNATELE A ZASLAT ZPĚT ZHOTOVITELI ELEKTRONICKY.



Zdravotní ústav se sídlem v Ostravě
Partyzánské náměstí 2633/7
Moravská Ostrava, 702 00 Ostrava

Informace o zpracování osobních údajů

Cílem následujícího sdělení je informovat Vás v souladu s nařízením Evropského parlamentu a Rady (EU) 2016/679 ze dne 27. dubna 2016, obecné nařízení o ochraně osobních údajů (dále jen „GDPR“) o tom, jaké osobní údaje o Vás zpracováváme, z jakého důvodu a jakým způsobem.

1. Správce Vašich osobních údajů

Zdravotní ústav se sídlem v Ostravě,

Partyzánské náměstí 2633/7,

702 00 Moravská Ostrava, Ostrava

IČ: 71009396,

email: podatelna@zuova.cz, tel.: 596 200 111

Kontaktní údaje pověřence pro ochranu osobních údajů (DPO)

Pověřenec pro ochranu osobních údajů,

Partyzánské náměstí 2633/7,

702 00 Moravská Ostrava, Ostrava,

email: poverenec@zuova.cz, tel.: 596 200 111

2. Účel zpracování a právní základ pro zpracování

- základní identifikační a fakturační údaje: zejména jméno a příjmení, datum narození, bydliště, případně název a adresa sídla či bydliště, IČ a DIČ u OSVČ, bankovní spojení,
- kontaktní údaje: adresa, telefonní číslo a e-mailová adresa, adresa datové schránky,
- údaje o zdravotním stavu: jsou-li potřebné pro poskytnutí služby, nebo jsou-li jejím výsledkem

3. Kategorie zpracovávaných osobních údajů

- základní identifikační a fakturační údaje: zejména jméno a příjmení, datum narození, bydliště, případně název a adresa sídla či bydliště, IČ a DIČ u OSVČ, bankovní spojení,
- kontaktní údaje: telefonní číslo a e-mailová adresa, adresa datové schránky,
- údaje o zdravotním stavu: jsou-li potřebné pro poskytnutí služby, nebo jsou-li jejím výsledkem

4. Předávání osobních údajů

Správce prohlašuje, že nepředává Vaše osobní údaje do třetí země nebo mezinárodní organizaci. Případní příjemci osobních údajů jsou subdodavatelé, pokud jim provedení služby nebo její části zadá správce, dále orgány veřejné moci a správy, vyplývá-li to ze zvláštních právních předpisů.

5. Doba zpracování

Zpracování osobních údajů provádí správce, příp. zpracovatel prostřednictvím výpočetní techniky, nebo i manuálním způsobem u osobních údajů v listinné podobě, za dodržení všech bezpečnostních zásad pro správu a zpracování osobních údajů. Vaše osobní údaje správce zpracovává po dobu nezbytnou pro naplnění účelu zpracování, tj. zpravidla po dobu trvání smluvního vztahu. Správce je však oprávněn, dále zpracovávat Vaše osobní údaje pro splnění svých dalších zákonných povinností (např. v oblasti archivnictví, kybernetické bezpečnosti, obhajobu svých právních nároků).

6. Vaše práva

Sdělujeme Vám dále, že vůči Správci máte následující práva vyplývající z GDPR:

- právo požadovat přístup k osobním údajům**, které o Vás zpracováváme, čímž se rozumí právo získat od správce potvrzení, zda osobní údaje, které se Vás týkají, jsou či nejsou zpracovávány, a pokud je tomu tak, máte právo získat přístup k těmto osobním údajům a k dalším informacím uvedeným v čl. 15 GDPR;
- právo požadovat opravu osobních údajů**, které jsou o Vás zpracovávány, pokud jsou nepřesné;
- právo požadovat výmaz osobních údajů** v případech, které jsou upraveny v čl. 17 Obecného nařízení. Toto právo není absolutní. Ve vyjmenovaných případech jej nelze uplatnit (např. vyžaduje-li další zpracování právní předpis nebo je zpracování prováděno ve veřejném zájmu v oblasti veřejného zdraví);
- právo požadovat omezení zpracování údajů** v případech, které jsou upraveny v čl. 18 GDPR;
- právo na přenositelnost údajů**, za podmínek a s omezeními uvedenými v čl. 20 GDPR pokud se zpracování provádí automatizovaně a zároveň se jedná o údaje, které správce zpracovává pro splnění smlouvy, jejíž smluvní stranou jste nebo pro provedení opatření přijatých před uzavřením smlouvy na Vaši žádost. Jsou-li splněny uvedené podmínky, správce Vám údaje poskytne ve strukturovaném, běžně používaném a strojově čitelném formátu, a máte právo předat tyto údaje jinému správci, nebo můžete požádat, aby údaje byly předány jinému správci přímo;
- právo vznést námitku** proti zpracování, jsou-li právním základem zpracování oprávněné zájmy správce.

Správce Vás ujišťuje, že Vaše osobní údaje nejsou předmětem žádného automatizovaného individuálního rozhodování ani nedochází k profilování (automatizované zpracování osobních údajů spočívajících v jejich použití k hodnocení některých osobních aspektů vztahujících se k fyzické osobě).

V případě, kdy se domníváte, že správce zpracovává Vaše osobní údaje neoprávněně či jinak porušuje Vaše práva, máte právo podat stížnost u dozorového úřadu: Úřadu pro ochranu osobních údajů, adresa: pplk. Sochora 27, 170 00 Praha 7, tel.: 234665 111, web: www.uoou.cz, nebo máte právo požádat o soudní ochranu.