



## **PURCHASE CONTRACT NO. 2020/099**

### **1. Parties of the Contract**

Entered into pursuant to provisions of Section 2079 et seq. of the Act no. 89/2012 Coll., Civil Code (hereinafter referred to only as “the Act”) on the below specified day, month and year by and between the following Parties:

**1.1. Státní ústav radiální ochrany, v. v. i. (*National Radiation Protection Institute, referred to also as “SURO”*)**

**Registered office: Bartoškova 1450/28, 140 00 PRAGUE 4 – Nusle, Czech Republic**

**Tax Id, No: CZ86652052**

**Represented by: Mr. Zdeněk Rozlívka, Director**

**Bank account number (IBAN): CZ3401000000438473960227**

As the purchaser, being a Party on the one side (hereinafter referred to as “the Buyer”)

**and**

**1.2. Nuclear Shields B.V**

**Registered office: Akkervoortweg 29, 5827AP**

**Vortum-Mullem, The Netherlands**

**Tax Id, No.: NL857196881B01**

**Represented by: Mr. Nick van Mullekom, Sales Manager**

**Bank account number (IBAN): NL94ABNA0246385561**

As the seller, being a Party on the other side (hereinafter referred to as “the Seller”)

Both the Parties together referred to also as “the Parties”, as follows:



## 1.3. Meaning and purpose of the Contract

The purpose of this contract is the proper and timely delivery of equipment that is subject to a below-the-threshold public contract awarded under a simplified below-the-threshold procedure called " **Low background shielding**".

## 2. Terms

**2.1 Seller shall deliver to the Buyer the following goods according to quotation #2018444\_v1 and mail of Miroslav Hýža on the 8<sup>th</sup> of November 2020 regarding the extra costs for delivery with a tailgate truck:**

Article Code	Description	QTY
LCU260-400-100SD	<p><u>Lead Castle – Sliding door</u></p> <p>Inside Dimensions: 260 x 400mm incl. 3mm copper inner liner Inner most Pb layer constructed of 2cm &lt;20Bq/kg low background lead. Remaining 8cm Pb layer constructed of normal lead. Total shielding = 2 + 8 = 10cm Pb Weight of lead castle: 1405 KG Installation not included, due to COVID traveling restrictions. (Employees need to go in quarantine for 10 days). The lead castle will be delivered fully assembled. Buyer only has to pick up the lead castle from the pallet with a forklift or electrical pallet truck and put them in place. The lead castle will be delivered with a handling instruction.</p>	1
SHIPPING TO	<p>Shipment to: Bartoskova 1450/28, 140 00 PRAHA 4 - Nusle, Czech republic</p> <p>Incl. tailgate and pallet truck for unloading</p>	1



### 3. Purchase Price

3.1 Buyer shall pay to Seller for the goods and for all obligations specified herein, as full and complete consideration, therefore, the sum of **€17.841,65** , which sum includes packing and shipment expenses, but **excludes VAT**.

### 4. General and Final Conditions

General Conditions ORGALIME S 2012 shall apply to this Contract with the exception of the provision stated in the introduction of the article 1 and thereafter in this article 4.

- 4.1. 4.1. The Parties agree with the disclosure or publishing of all prerequisites of this contractual relation.
- 4.2. 4.2. The Seller declares that it does not have any overdue liabilities towards the public power authorities and that its ownership rights to the Goods being transferred are not put in doubts or legally attacked, that no execution proceedings are conducted against it and no execution of a decision aimed at the Goods being transferred has been ordered either. If anybody exercises any receivable against the transferee of the Goods being transferred or any other right arising before the transfer of the ownership right according to the present Contract and connected with ownership of the Goods being transferred, the transferor undertakes to pay the receivable and to satisfy the other rights out of its own means and to provide compensation for any damage possibly incurred by the transferee.
- 4.3. The Parties have agreed that the term “in writing” within the meaning of this Contract shall include also the delivery of a data message (e-mail) with an electronic signature to the mail server of the Seller.
- 4.4. An integral part of the present Contract shall be Annexes:
  - 4.4.1. ORGALIME S 2012 -GENERAL CONDITIONS for the SUPPLY OF MECHANICAL, ELECTRICAL AND ELECTRONIC PRODUCTS,



- 4.4.2. Seller's Quote Nr. 2018444/V1 from 03-11-2020 and mail of Miroslav Hýža on the 8th of November 2020 regarding the extra costs for delivery with a tailgate truck.
- 4.4.3. Certificate for the 210Pb massic activity,
- 4.4.4. Seller's Warranty Disclaimer.
- 4.4.5. Seller's drawing "LCU260-400-100SD". Detector hole dimension according to the Buyer.
- 4.5. Invalidity of a provision of the present Contract shall not lead to invalidity of the entire Contract. The terms and conditions of the present Contract, which exceed the term of validity of the present Contract from the viewpoint of their nature, shall remain fully valid and effective until the moment of their fulfilment and shall be binding on possible successors of the Party.
- 4.6. The Parties have agreed that the disputes shall not be solved by the Arbitration and shall be solved by competent court; the competent court shall be the District Court for Prague 4. The Parties undertake to primarily resolve all disputes arising from the present Contract by way of amicable settlement.
- 4.7. The present Contract shall be made out and signed electronically.
- 4.8. The present Contract shall enter into force at the moment of its signature by authorised representatives of the two Parties and shall become effective on its publishing in the register of contracts pursuant to the Act no. 340/2015 Coll., on the Register of Contracts. The Parties agree with its publishing in that Register which the Buyer is authorised to ensure; for the purpose of its publishing the Parties do not consider anything of the content of the present Contract or of the metadata linked with the Contract as excluded from publishing.

**Signed** for and behalf of Státní ústav radiační ochrany , v.v.i.

Signature:

Name: Zdenek Rozlivka

Title: Director of SURO

Date: 11.11.2020

Address: Bartoskova 1450/28  
Prague 4 - Nusle  
Czech Republic

Page

Tel.:



# NUCLEAR SHIELDS

Nuclear Shields B.V.  
Akkervoortweg 29, 5827AP  
Vortum-Mullem, The Netherlands

**Signed** for and behalf of  
**Nuclear Shields B.V.**

Signature:

Name: Nick van Mullekom

Title: Sales Manager

Date: 12-11-2020

Address: Akkervoortweg 29  
5827AP, Vortum-Mullem  
The Netherlands

Tel.: