

Purchase Agreement

VUZ No.: 200160834/B

Supplier No.:

concludes under § 2079 and subsequent law No. 89/2013 Coll., Civil Code

I. Contracting Parties

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Client : Výzkumný Ústav Železniční, a.s.
Registered office: Praha 4, Braník Novodvorská 1698, CZ-142 01, Czech Republic
IN: 27257258
VAT No. CZ27257258

The company is registered in the Commercial Register at the Municipal Court in Prague, under file reference section B, insert 10025

Represented by: Mr. Josef Dufka, Economic director

Contact in commercial matters: Ing. Petr Potůček,

mobile: +420 725 839 408, e-mail: potucekp@cdvuz.cz

Contact in technical matters: Ing. Karel Peška

(mobile + 420 724 919 506, e-mail: peskak@cdvuz.cz ,

Ing. Vratislav Šuk, Head of Accredited Laboratory

(mobile: +420 721 841 320, e-mail: sukv@cdvuz.cz)

IBAN : CZ 5401000000352150770237
SWIFT: KOMBCZPP

(hereinafter the "Client")

conclude this purchase agreement under following terms:

II. Subject of Agreement

Subject of this purchase agreement is the obligation of the Supplier to sell to the Client 1 pc of new measuring coil module MFS-3D-L (Low Band) in accordance with the Offer No. 20161024 from 24.10.2016, which is an integral part of this Purchase Agreement (annex No. 1) and to transfer property rights to the Client of this goods and the obligation of the Client to pay purchased price.

III. Purchase price

IV. Term of fulfilment

V. Place of performance / delivery

VI. Terms of warranty

The Supplier undertakes to provide the warranty to the Client in period of 24 months. The Supplier undertakes to remove claimed defects or failures of the goods in the shortest period corresponding to the nature of defect. Such period will be agreed in written between contractual parties at the time when the warranty is applied by the Client. If the Supplier does not remove claimed defects or failures in agreed period, the Client is obliged to ensure defect or failure removal by the third person and the Supplier undertakes to pay all costs linked to the claimed defect/failure removal. Then the Warranty period is extended by the period necessary for claimed defects removal. The Supplier undertakes to provide to the Client post-warranty service, too.

VII. Terms of payment

VIII. Agreement withdrawal

Agreement withdrawal is only possible in cases and conditions governed by the Civil Code No. 89/2012.

IX. Penalty clause

X. Final provisions

Any changes, modifications and additions to this Purchase Agreement shall be in the form of separate written amendments agreed by both contracting parties as an integral part of this Agreement. For the avoidance of doubts, the contracting parties state that the written form is not maintained in legal proceedings by electronic or technical means in accordance with § 562 of the Civil Code, the written form is considered only the physical paper form.

This Purchase agreement is governed by the substantive and procedural law of the Czech Republic. All disputes arising out of this Purchase Agreement or in connection with it, shall be primarily solved amicably and by a mutual agreement of the contracting parties. If these disputes do not be resolve, the disputes shall be adjudicated in a substantive local jurisdiction of Czech Republic in accordance with Czech procedural rules and Czech versions of the Purchase Agreement.

The Contracting Parties agree that the provisions preclude §1740 part 3, §1766, §1757 and §1805 of the Civil Code.

In accordance with the provision. § 2. e) Act. No. 320/2001 Coll., on financial control in public administration and amending certain laws (Financial Control Act), as amended, the Supplier is obliged to cooperate in the performance of financial control.

If any provision of this Purchase agreement is invalid or unenforceable, it shall not affect the validity and enforceability of the remaining provisions of this Purchase agreement. The contractual parties undertake to replace the invalid or unenforceable provision by a new provision, which will correspond to the intention expressed by the original provisions to this Purchase agreement. If some of the provisions of this contract is apparent (paltry), it is necessary to evaluate the influence of the defects on other provisions of the Contract in accordance with § 576 of the Civil Code.

The contractual parties acknowledge that the Client is liable party within the meaning of the Act no. 340/2015 Coll., on special conditions for the effectiveness of some contracts, the disclosure of these contracts and agreements Registry (registry law on contracts). The contractual parties acknowledge that this Purchase agreement is subject to publication in the registry contracts and becomes effective on the date of its publication in the registry contracts. The Client undertakes to promptly, but no later than within 30 days of signing this contract, to ensure its publication in the registry contracts and the date of publication notify the other party without undue delay, as well as inform the other party of any changes and corrections publication. The contractual parties hereby explicitly state that they consider the entire contents of this contract, including its annexes as a trade secret under § 504 of Law no. 89/2012, with the exception of article. I. part Client, article II, article VI., VIII, and X.

This Purchase agreement is concluded for a definite period, until its fulfilment according to Art. II. of the Purchase agreement.

This Purchase agreement comes into operation and effect on the date of its signature by authorized representative of both parties.

This Purchase agreement is made in four copies, of which the Supplier will receive two copies and the Client two copies

Annex: Offer No. 20161024 from the date 24. 10. 2016.

Baretswil

Prague, Date: 16. 11. 2016

Supplier:

Client:

