

## CONTRACT NO SML/9351/2020

### 1. Contract and Contracting Parties

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LIMAB, a company incorporated under the laws of Sweden, with its registered office at Almedalsvägen, 15, 412 63, Goteborg, Sweden,

Company Identification Number: 556070-0279,

VAT Identification Number: SE 556070027901,

Bank: xxxxxxxxxxxx.

Swift: xxxxxxxxxxxx

IBAN: xxxxxxxxxxxx

(hereinafter referred to as the “Seller”), represented by Lars Granlund, on the one hand, and

Buyer: **Centrum dopravního výzkumu, v. v. i.**

Registered office: Líšeňská 2657/33a, 636 00 Brno - Líšeň

Company Identification Number: 44994575

VAT Identification Number: CZ44994575

Registered: registered in the Register of Public Research Institutes established by the Ministry of Education, Youth and Sports

represented by Ing. Jindřich Fric, Ph.D., director, hereinafter referred to as “Buyer“ agreed to conclude the present contract (hereinafter referred to as “Contract”) under the following terms and conditions:

The Seller and the Buyer collectively referred hereinafter to as “Parties” and separately as “Party”.

### 2. Subject of the Contract and Scope of Supply

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2.1. Subject to the details of this Contract the Seller shall perform the delivery of a **laser sensor RoadRun SR System 32**

Technical specification: <https://www.limab.com/products/roadrun/#1448988690426-8978312b-ab0e> (further referred to as the “Equipment”) in scope according to LIMAB quotation No 20302.

Terms of Delivery according to Incoterms 2010 shall be Carriage Paid Brno, Czech Republic (according to the notification about readiness of the equipment for shipment)

2.2. In order to ensure proper and smooth operation of the supplied Equipment the Seller undertakes to provide all documents and instructions, necessary for the operation of the supplied Equipment before the commissioning start.

### 3. Price and Total Value of Equipment and Services

3.1. The price of the Equipment (including technical documentation) 4.400 (in words: four thousand and four hundred) Euro.

### 4. Terms of Payment

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4.1. For the present contract, payment has to be effected as follows in Euro:

- 100 % after signing of this contract by both Parties (the date stated in the contract is decisive),
- Final invoice will be paid before 31. 12. 2020.

4.2. The Buyer has to effect all payments as per the issued Invoice, within three working days of delivery of the invoice, to the bank account of the Seller.

4.3. Payments are regarded effected on time, as soon as the Buyer's bank has irrevocably effected the payment. The Buyer has to inform the Seller simultaneously with the effecting of the payment.

### **5. Packing and Marking**

5.1. The Equipment has to be packed appropriately for its kind.

### **6. Terms and Time of Delivery**

6.1. Delivery terms are Carriage Paid. The Buyer is responsible for the transport costs.

6.2. Delivery time is before 30. 12. 2020.

### **7. Technical documentation**

7.1. The Seller will provide Technical Documentation for the Equipment, such as manuals.

### **8. Commissioning**

8.1. The Buyer is responsible for the commissioning.

### **9. Warranty Obligations**

9.1. The Seller warrants the following:

- This LIMAB products are warranted against material and production defects for a period of 12 months from date of delivery.
- During the warranty period LIMAB will at its option replace or repair the product as fast as possible. For repair or Service under warranty, defect system components should primarily be sent to the LIMAB factory or one of the LIMAB Service centres.
- Shipping and Insurance costs to LIMAB are paid by the buyer. Shipping and Insurance costs back to the buyer are paid by LIMAB. Other costs like duties and taxes are always paid by the buyer.
- Under warranty, shipping shall always be done in the original LIMAB transportation case. If other packing is used or the original LIMAB transportation case is damaged, LIMAB will pack the product in a new transportation case for shipping back to the buyer. The extra costs are paid by the buyer. A written description of the defect must be send with the product.
- The warranty does not include defects resulting from inadequate maintenance, unauthorised modifications, misuse, operation outside the technical specification and improper site preparation. If the defects cannot be defined as warranty, LIMAB will in agreement with the Customer invoice all costs related to the repairs.  
LIMAB shall not be liable for any incidental or consequential damages.

### **10. Liquidated damages**

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10.1 There are no liquidated damages specified.

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## **11. Arbitration and Applicable Law**

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11.1. All disputes arising from the execution of or in connection with the present Contract shall be settled through friendly negotiations between both Parties.

In case no agreement can be reached through negotiations, all disputes arising out of or in connection with the present Contract, including disputes on conclusion of this Contract, fulfilment of the obligations, Contract amendment and cancellation, shall be settled - with the exclusion of law courts - in Arbitration tribunal consisting of three arbiters under the Rules of the International Arbitral Centre of the Chamber of Industry and Commerce in Switzerland.

The place of Arbitration tribunal and of the tribunal decision announcement will be Zürich, Switzerland. The language to be used in the arbitral proceedings shall be English.

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## **12. Other conditions**

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12.1. Contract is made in two original copies and each of contracting parties keeps one copy.

12.2. This contract enters into force on the date of signatures of authorized representatives of both contracting parties and publication in the register of contracts.

12.3. This contract can be changed or cancelled only by mutual agreement of both contracting parties, only in writing by amendments numbered in ascending order signed by authorized representatives of seller and buyer. Contracting parties declare by their signatures that they are aware of the content of the contract and they conclude the contract based on their free will, neither at distress, nor at unequal terms and in witness whereof they add signatures of their authorized representatives.

12.4. Contracting parties understand that this contract, together with potential amendments, shall be published on a publicly available contract register. The contract shall be published in the contract register by buyer. Seller declares that contract neither contains their trade secret, personal data of seller's persons, nor any other information and facts that would prevent publishing.

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## **13. Addresses of the Parties**

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**THE BUYER** \_\_\_\_\_

**Centrum dopravního výzkumu, v. v. i.**

Líšeňská 2657/33a,

636 00 Brno - Líšeň

Czech republic

Email: xxxxxxxxxx

Tel: xxxxxxxxxxxx \_\_\_\_\_

**THE SELLER** \_\_\_\_\_

**LIMAB AB**

Almedalsvagen, 15 412 63 Goteborg, Sweden

Tel.: xxxxxxxxxxxx

Email: xxxxxxxxxx

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FOR THE BUYER

\_\_\_\_\_/ Ing. Jindřich Fric, Ph.D./  
(Signature)

director

Dáte: \_\_\_\_\_ 2020 – 12 - 15

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FOR THE SELLER

\_\_\_\_\_/ Lars Granlund  
(Signature)  
Managing Director of LIMAB AB

Dáte: 2020-12-14