

## CONTRACT OF SALE

pursuant to Section 2079 and the following of Act No. 89/2012 Sb., the Civil Code, as amended (the “**CC**”)  
concluded between the following parties to the contract:

### Purchaser

Name: **Masaryk University**  
Registered office: **Žerotínovo náměstí 617/9, 601 77 Brno,  
Faculty of Medicine**  
at the address: Kamenice 753/5, 625 00 Brno-Bohunice  
Reg. No.: 00216224  
Tax ID No.: CZ00216224  
Represented by: prof. MUDr. Martin Repko, Ph.D., Dean MUNI MED  
Contact person: [REDACTED]

(hereinafter referred to as the “**Purchaser**”)

### Seller

Business organization / name: **BIODUR Products GmbH**  
Registered office: Heidelberg  
Reg. No.: HRB711577  
Tax ID No.: 32019/22435  
Represented by: Dr. Angelina Whalley  
Entry in the Commercial Register: Commercial Register B of the District Court of Mannheim  
Bank details: [REDACTED]  
Mailing address: Kurfürsten-Anlage 47-51, 69115 Heidelberg  
Contact person: [REDACTED]

(hereinafter the “**Seller**”; Seller and Purchaser together the “**Contracting Parties**” or the “**parties hereto**”)

Purchaser, as the contracting authority of the public contract entitled *Plastination Laboratory* awarded in a tender procedure outside Act. 134/2016 Sb., on Public Procurement, as amended, has decided to select Seller to perform this public contract. Seller is fully bound by their offer submitted in the tender procedure for this public procurement.

The parties hereto conclude this Contract of Sale (hereinafter referred to as the “**Contract**”) on the day, month and year specified hereunder.

Purchaser is the recipient of the subsidy for the subject matter of the Contract, namely from the Operational Programme Research, Development and Education within the framework of the project of Strategické investice Masarykovy univerzity do vzdělávání SIMU+, reg. No. CZ.02.2.67/0.0/0.0/16\_016/0002416, (hereinafter referred to as the “**Project**”).



The parties hereto acknowledge that any, albeit partial, breach of obligations under the Contract, whether on the side of Purchaser or Seller, may compromise the use of the subsidy or may lead to sanctions being imposed on Purchaser by the authorities authorized to carry out the control of the Project. Damage that may be caused to Purchaser due to the failure of any of the parties hereto to fulfil the obligations herein may even exceed the purchase price.

## I. Subject-Matter of the Contract

- I. 1) Seller undertakes to surrender to Purchaser the items that are the subject-matter of the purchase, to allow him/her to acquire possessory title to such items and to fulfil the other related obligations stated herein. Purchaser undertakes to take over the items and pay Buyer the purchase price.
- I. 2) The quantity, quality and design, as well as other properties of the items, are dealt with in Annex 1 hereto.
- I. 3) Seller declares that:
  - I. 3) a) he/she is, or will be, exclusive owner of the items prior to their delivery to Purchaser,
  - I. 3) b) the items are new, i.e. not previously used,
  - I. 3) c) the items are in conformity with the Contract; i.e. they have, in particular, the properties agreed by the Contracting Parties and, in the absence of an arrangement, such characteristics as Seller or the manufacturer has described or which Purchaser expected with regard to the nature of the items and the advertising they carried out, or the customary characteristics, that they fit either the purpose stated by the Contracting Parties or the one which such items are normally purchased for, that they comply with the legal requirements and that they are free from any defects, even legal.
  - I. 3) d) he/she will ensure the legal employment of persons in the performance of this Contract and provide fair and dignified working conditions for workers involved in the performance hereof. Fair and dignified conditions shall be such working conditions that meet at least minimum standards set by labour and wage regulations. Purchaser shall be entitled to request the production of documents from which the obligations arise, whereas Seller shall be obliged to provide them to Purchaser without undue delay. Furthermore, Seller shall ensure that also their subcontractors comply with the requirements hereunder. Seller's failure to comply with the obligation hereunder shall be deemed a material breach of the Contract.
  - I. 3) e) he/she will ensure proper and timely performance of their financial obligations to their subcontractors. It is understood that proper and timely performance is full payment of invoices issued by the subcontractor for the performance provided to Seller in the fulfilment hereof, no later than within 10 days of receiving payment for a specific performance from Purchaser (unless the subcontractor's invoice is already due). Seller agrees to pass the same obligation on to other levels of the supply chain and to bind their subcontractors to fulfil and extend this obligation even to lower levels of the supply chain. Purchaser shall be entitled to request the documents of payments made to subcontractors and the contracts concluded between Seller and the subcontractors. Seller shall be obliged to provide them without delay. Seller's failure to comply with the obligation hereunder shall be deemed a material breach of the Contract.
  - I. 3) f) he/she shall ensure that the environmental impact during the performance hereof is minimised, in particular through sorting waste and energy saving, and that sustainability and circular economy are respected.
- I. 4) The subject-matter hereof shall also include the free-of-charge preventive inspections, inspections including the safety ones, checks, validations and calibrations, and preventive maintenance work

prescribed by the manufacturer of the item or by the legal regulations of the Czech Republic (if required by the manufacturer of the item or by the legal regulations of the Czech Republic, or if Seller makes the validity of the warranty conditional on them).

## **II. Terms of Performance of the Subject-Matter of the Contract**

II. 1) Seller's commitment to surrender items also includes:

- II. 1) a) transporting items to their place of surrender,
- II. 1) b) handing over of the documents necessary for the use of the items, in particular instructions for use in the Czech language and those which are otherwise related to the items, and
- II. 1) c) providing Purchaser with the delivery note,
- II. 1) d) the assembly and installation of items,
- II. 1) e) the removal and disposal of all packaging and other materials used in the performance hereunder in accordance with Act No. 185/2001 Sb., on Waste and Amendments to Certain Other Acts,
- II. 1) f) demonstration of functionality and mutual compatibility of the items, including user briefing of Purchaser's authorised personnel (expected number of persons: four persons), which shall not be shorter than eight hours (may be divided into several cycles with a smaller number of users according to Purchaser's needs and his/her space possibilities); user briefing must be carried out in Czech, Slovak, or English by a person with appropriate expertise. Furthermore, it shall mainly include the operation of the goods, user maintenance, addressing/removing basic problems, and the demonstration of plastinate formation. The above requirements take into account the professional complexity of the item's operation and the number of persons providing it on the Purchaser's part.

II. 2) **Time, Place, and Way of Delivery by Seller**

- II. 2) a) Seller shall surrender the items to Purchaser
  - 1. no later than five months from the effective date hereof,
  - 2. at the Department of Anatomy, Kamenice 126/3, 625 00 Brno
  - 3. en bloc unless otherwise agreed between Seller and Purchaser.
- II. 2) b) Unless otherwise agreed between Seller and Purchaser, Seller is obliged to inform Purchaser's contact person in writing of the exact date of delivery of the items, at least 2 working days prior to delivery. Seller's failure to fulfil this obligation entitles Purchaser to refuse the surrender of the items.
- II. 2) c) If the last day of the due date falls upon Saturday, Sunday or a holiday, the last day of the due date shall be the first oncoming workday. Unless otherwise agreed between Seller and Purchaser, the surrender of items shall take place between 8:00 and 15:00.

II. 3) **Receipt of Items by Purchaser**

- II. 3) a) Receipt of the goods shall be confirmed by Purchaser on a delivery note, which shall also act as a handover certificate for the purposes hereof.
- II. 3) b) The handover certificate (the delivery note) must contain:
  - 1. Name and registered office of Seller and Purchaser;
  - 2. Identification of the Contract of Sale;

3. Identification of the items delivered, including their serial numbers;
  4. Date of signing the handover certificate, which shall be the date of the taxable transaction;
  5. The condition of the goods at the time of their delivery and acceptance;
  6. A list of documents and documentary materials handed over;
  7. A list of Purchaser's users with technical and application training to operate the items; or Seller's commitment to carry out such a user training of authorised personnel in accordance with II. 1) f) hereof at a later date as agreed with Purchaser. Postponement of the user training with Purchaser's consent shall not preclude the right to the payment of the purchase price.
  8. Verification of proper performance.
- II. 3) c) By receiving the items, Purchaser shall assume the right of ownership thereto as well as the risks of their damage.
- II. 4) Check for Obvious Defects by Purchaser**
- II. 4) a) Having received the items, Purchaser shall check them for obvious defects, especially with regard to their execution and quality. Purchaser does not check items for obvious defects upon their surrender; however, if he/she finds out prior to the takeover from Seller that the items suffer from any defects, he/she is entitled to refuse to accept them.
- II. 4) b) If Purchaser discovers that the items are defective or that Seller failed to surrender even a single thing, he/she shall notify Seller no later than 5 working days after the date of receipt of the items. Thereafter, Purchaser shall proceed either in accordance with provision II 4) c), or II 4) d) hereof.
- II. 4) c) Purchaser considers the commitment to surrender items unfulfilled
1. Purchaser shall notify Seller that his/her commitment to surrender items failed to be fulfilled, albeit for rare minor defects which would not, by themselves or with others, otherwise impede the proper use thereof. The items are considered as though they were neither surrendered by Seller nor taken over by Purchaser. If the deadline for the surrender of items has expired, Seller is in delay with the surrender of the items with all the consequences related thereto.
  2. Unless otherwise agreed between Seller and Purchaser, Seller is obliged to withdraw the surrendered items at his/her own expenses from Purchaser.
- II. 4) d) **Purchaser considers the commitment to surrender items fulfilled with defects a without delay**
1. Purchaser shall notify Seller that his/her commitment to surrender items has been fulfilled with defects. The parties hereto expressly confirm that Seller may not be in delay in such case.
  2. Seller shall issue a repaired delivery note to the extent of taken over impeccable items free of any defect, or the items in respect of which Purchaser has exercised the right to a discount on the purchase price.
  3. Missing items and those whose defects have been removed shall be handed over and taken over anew together with a separate delivery note.
  4. In dealing with the rights arising from defective performance, the parties hereto shall proceed in an appropriate manner in accordance with the provisions on defect claims in the warranty period. Unless otherwise agreed between Seller and Purchaser, Seller hereby undertakes to satisfy the rights arising from notified defects in accordance with Purchaser's exercised right and to do so without delay, but no later than 10 days from the date of their notification.

- II. 4) e) Failure to notify of defects in accordance with provision II 4) hereof shall not preclude the exercise of rights from defective performance due to these defects during the warranty period.
- II. 5) **Seller's Meeting of Their Commitments through Other Items**
- II. 5) a) Seller and Purchaser are entitled – in particular in cases where an item has ceased to be manufactured, sold or is otherwise unavailable, or has been replaced by a newer model – to suggest that Seller surrender and Purchaser take over another item in return for the one originally listed in Attachment 1 hereto while complying with the following conditions:
1. the other item shall meet all Purchaser's requirements for quality, design and other features set forth in the Contract for the original item,
  2. there will be no increase in the purchase price, and
  3. the other Contracting Party will agree to the replacement of the original item.
- II. 5) b) Surrender and takeover of another item within the meaning of Provision II 5) a) hereof shall be duly recorded by the Contracting Parties.

### III. Purchase Price and Payment Terms

- III. 1) The purchase price for Seller's fulfilment of their obligations under the Contract is:

**EUR 54 277,40**

excluding value added tax (*hereinafter referred to as "VAT"*).

Seller shall be entitled to add VAT to the purchase price in the amount determined by Act No. 235/2004 Sb., on Value Added Tax, as amended (*hereinafter referred to as the "VAT Act"*) at the date of the taxable supply (*hereinafter referred to as "DTS"*). DTS shall be the day of taking over an item. As of the day of the conclusion of the Contract, VAT is: EUR 0 (**Taxfree intra-community delivery**). The purchase price including VAT is: EUR 54 277,40 (**Taxfree intra-community delivery**).

- III. 2) The purchase price is the most acceptable one. Seller declares that the purchase price includes all the delivery and service costs necessary for the proper and timely fulfilment of the subject-matter of the Contract, including all associated costs while taking into account any risks and impacts that may be considered during the performance of the Contract.
- III. 3) Seller accepts all the risks related to any change of circumstances.
- III. 4) **The Right to the Payment of the Purchase Price**
- III. 4) a) The right to the payment of the purchase price shall be established by Purchaser's takeover of an item. This shall be without prejudice to Seller's right for the advance on the purchase price in accordance with III. 5) e) hereof.
- III. 4) b) The right to the payment of the purchase price of missing items and those the defects of which have been removed shall be established by Purchaser's takeover within the meaning of Provision II 4) d) Count 3 hereof. The right to the payment of the purchase price of an item for which a discount on the purchase price has been applied shall be established as of the date of the Contracting Parties on the amount of the discount.

III. 5) **Payment of the purchase price**

- III. 5) a) The purchase price shall be paid on the basis of a properly issued tax document (*the "Invoice"*). If Purchaser's investment and non-investment funds are to be used to pay the purchase price, separate Invoices shall be issued for them. Purchaser shall give Seller a binding instruction on the method of invoicing in good time before the items are taken over.
- III. 5) b) In the case of defective or missing items within the meaning of Provision II 4) d) hereof,
1. a corrective tax document shall be issued by Seller and delivered to Purchaser, if the original Invoice is on the whole purchase price, whereas
  2. the Invoice for missing items and things, whose defects have been removed, shall be delivered to Purchaser upon the receipt thereof.
- III. 5) c) The Invoice shall be due 30 days from the date of delivery to Purchaser.
- III. 5) d) The purchase price shall be paid by Purchaser by credit transfer to Seller's bank account specified in the Contract header. If Seller states a different bank account on the Invoice, it is understood that he/she requires payment to be made to the bank account stated on the Invoice. Purchaser's pecuniary obligation is deemed met on the day on which the amount owed is debited from Purchaser's bank account in favour of Seller's bank account.
- III. 5) e) Seller is entitled to require from Purchaser an advance payment on the purchase price in the amount of 80% of the purchase price on the basis of an advance invoice issued by Seller after the effective date hereof;
- Purchaser shall pay the remaining part of the purchase price to Seller against an invoice issued after Purchaser's acceptance of the goods in accordance with II. 3) hereof.

III. 6) **Elements of Invoice**

The Invoice shall meet any and all legal and contractual requirements, in particular

1. the elements of a tax document pursuant to Section 26 and the following of the VAT Act,
2. the elements of an accounting document laid down in Act 563/1991 Sb., on Accounting, as amended,
3. Project name and registration number, i.e. „Strategické investice Masarykovy univerzity do vzdělávání SIMU+, reg. No. CZ.02.2.67/0.0/0.0/16\_016/0002416“,
4. information on the due date, and
5. Seller's bank details.

Purchaser reserves the right to return the Invoice to Seller without payment if it fails to have the required elements. In this case, the due date of the Invoice shall be interrupted and a new 30-day maturity date shall begin after the Invoice is delivered. Purchaser is thus not in default with the payment of the relevant amount for which the Invoice is due.

- III. 7) In the event that the Invoice fails to contain the prescribed particulars and this fact is only ascertained by the relevant tax administrator or other authority authorized to carry out an inspection at Seller's or Purchaser's, all the consequences shall be borne by Seller.

III. 8) In the case that

1. the payment of the purchase price is to be made, whether in whole or in part, by a credit transfer to an account kept by the payment service provider outside the home country and within the meaning of Section 109 (2) b) of the VAT Act, or that
2. Seller's bank account number specified in the Contract or the Invoice fails to be disclosed in a manner allowing remote access within the meaning of Section 109 (2) c) of the VAT Act,

Purchaser shall be entitled to pay Seller only the part of the monetary obligation resulting from the Invoice, which corresponds to the amount of the VAT base, whereas the remaining part, within the meaning of Section 109a of the VAT Act, shall be paid directly to the tax administrator. If Seller becomes an unreliable taxpayer within the meaning of Section 106a of the VAT Act, this Provision shall apply *mutatis mutandis*.

#### **IV. The Rights from Defective Performance; Quality Guarantee; Post-Warranty Service**

IV. 1) Unless they comply with the Contract, items shall be deemed defective. The Contracting Parties agree that items will comply with the Contract and that the rights from defective performance may even be applied within the agreed warranty period. The Contracting Parties expressly confirm that any defects to the items may be claimed within the warranty period, regardless of whether the defects originated before or after Purchaser's takeover, or when the Purchaser could ascertain or find them, even in the case of apparent defects.

#### **IV. 2) Quality Guarantee**

IV. 2) a) The warranty period is 12 months; if the warranty period stated in the warranty card for items or parts thereof is longer, this longer warranty period applies. Seller's obligation of defective performance shall last not less than the defective performance obligations of the manufacturer of the items.

IV. 2) b) The warranty period begins to run from the date of the takeover by Purchaser; for missing items and things whose defects have been removed, the warranty period begins to run from the date of their receipt by Purchaser within the meaning of Provision II 4) d) Count 3 hereof.

IV. 2) c) If the items fail to comply with the Contract, Purchaser shall be entitled in particular to

1. removing the defect by supplying a new item without defects unless it is inappropriate due to the nature of the defect; if the defect relates only to a part of an item, Purchaser may only require replacement of the part,
2. removing the defect by repairing the item if the repair defect is removable,
3. removing the defect by supplying the missing item or component thereof,
4. a reasonable discount on the purchase price,
5. withdrawal from the Contract.

Purchaser shall be entitled to choose and exercise any of these rights at their sole discretion or to choose and exercise a combination of these rights.

#### **IV. 3) Claims of Defects in the Warranty Period**

IV. 3) a) The rights from defective performance during the warranty period shall be exercised by Purchaser by notifying Seller (*hereinafter referred to as a "Complaint"*) at any time upon the discovery of the

defect. Even Complaint sent by Purchaser on the last day of the warranty period shall be deemed applied in due time.

- IV. 3) b) The exercise of defective performance rights by Purchaser, as well as the fulfilment of Seller's corresponding obligations, is not conditional or otherwise connected to the provision of any additional consideration of Purchaser towards Seller or another.
- IV. 3) c) Purchaser shall also be entitled to the reimbursement of costs efficiently spent in the exercise of the rights of defective performance.
- IV. 3) d) Unless otherwise agreed between Seller and Purchaser, Seller undertakes to satisfy immediately and fully the rights from defective performance exercised by Purchaser, but no later than 30 days from the date of the receipt of the Claim.
- IV. 4) In removing defects, Seller undertakes to provide Purchaser with all the necessary co-operation. Unless otherwise agreed between Seller and Purchaser, Seller shall in particular:
  - IV. 4) a) take over an item, the defect of which is to be removed, for repair at the place where it was handed over to Purchaser and, after repair, hand the repaired item over to Purchaser at the same place, and
  - IV. 4) b) in case of removal of a defect by delivering a new item, to deliver a new item to the same address where the item to be replaced was handed over by Purchaser.

Unless otherwise agreed between Seller and Purchaser, acceptance of an item for the removal of defects and subsequent handover of an item after removal of defects shall always take place on working days between 8:00 and 15:00.

#### IV. 5) **Suspension of the Warranty Period**

The warranty period shall not run from the time of the Claim until the day of removal of the defect, or until the day of payment of a reasonable discount on the purchase price.

#### IV. 6) **Post-Warranty Service**

- IV. 6) a) Throughout the lifetime of the item but at least for five years from the last day of the warranty period, Seller shall be obliged to respond to Purchaser's request and provide, for a fee customary at the place and time, a post-warranty service, including preventive inspections, within the time limits set for the removal of defects in the warranty period. The costs of the post-warranty service shall be borne by Purchaser.
- IV. 6) b) Seller guarantees the availability of spare parts within 30 days from the receipt of Purchaser's request for all parts of the goods and for at least five years from the last day of the warranty period.

### **V. Contractual Penalties and Damages**

- V. 1) In the event of Seller's default over the deadline for the surrender of items under Provision II 2) a) Count 1 hereof, Seller undertakes to pay Purchaser for each commenced day of delay a contractual fine of 0.1% of the purchase price excluding VAT.
- V. 2) In the event of Seller's default over the time limit under Provision II 4) d) Count 4 hereof, Seller undertakes to pay Purchaser for each commenced day of delay a contractual fine of 0.05% of the purchase price excluding VAT for any defect or missing item in relation to which he/she is in arrears.
- V. 3) In the event of failure to comply with Purchaser's rights due to a defective performance in the warranty period provided for in Provision IV 3) d) hereof, Seller undertakes to pay Purchaser for each commenced



day of delay a contractual fine of 0.05% of the purchase price excluding VAT for any defect in respect of which he/she is in delay with the satisfaction of these rights.

- V. 4) In the event of breach of the obligation to ensure legal employment and fair and dignified working conditions stipulated under I. 3) d) hereof, or the obligation under I. 3) f) hereof, Seller undertakes to pay Purchaser a contractual penalty of CZK 10,000 for each individual breach.
- V. 5) In the event of breach of the obligation of proper and timely fulfilment of financial obligations to the Seller's subcontractors or Seller's failure to delegate this obligation to lower levels of the supply chain in accordance with I. 3) e) hereof, Seller undertakes to pay Purchaser a contractual penalty of CZK 5,000 for each individual breach.
- V. 6) Contractual penalties shall become payable on the day following the one on which the right arises. Purchaser reserves the right to offset any contractual penalties against Seller's receivables from Purchaser.
- V. 7) Payment of the contractual penalty shall be without prejudice to Purchaser's claim for damages caused by breach of Seller's obligation to which the contractual penalty relates. This shall also apply if the contractual penalty is reduced by a court decision.
- V. 8) In the event of failure to meet the deadline for the provision of post-warranty repairs in accordance with IV. 6) a) hereof or failure to provide spare parts as stipulated under IV. 6) b) hereof, Seller undertakes to pay Purchaser a contractual penalty of 0.05% of the purchase price excluding VAT for each day of delay and for each defect or missing spare part in relation to which he/she is arrears in satisfying these rights. Seller's failure to carry out post-warranty repairs or provide spare parts within 90 days from the delivery of Purchaser's notice shall be understood as a substantial breach of Seller's contractual obligation.

## **VI. Final Provisions**

### **VI. 1) Conclusion, Publication and Effect of the Contract**

- VI. 1) a) The Contract may only be concluded in writing and may be amended or supplemented only by written, continuously numbered appendices. The Contract is concluded on the date of the last signature of the representatives of the Contracting Parties.
  - VI. 1) b) Seller agrees to suffer the publication of a copy of the Contract in the form in which it was concluded, including any additions thereto.
  - VI. 1) c) The Contract shall become effective on the date of its publication in the Register of Contracts. The parties hereto agree that the Contract shall be published in the Register of Contracts by Purchaser. Purchaser reserves the right not to publish the parts of the Contract which he/she considers to be trade secrets. If Seller considers any parts hereof to be their trade secrets, he/she shall inform Purchaser's contact person in writing no later than the date of signing the Contract.
- VI. 2) Provisions which are introduced by or end with "unless otherwise agreed between Seller and Purchaser" shall be considered by the Contracting Parties as focussing on the matters of order where it is in the interest of both parties hereto to be able to respond flexibly to the course and conditions of the performance of the obligations under the Contract. Such agreements shall otherwise not be considered by the Contracting Parties as amendments to the Contract and may also be made orally, whereas it shall be understood that even the contact persons of the Contracting Parties are the persons entitled thereto.
- VI. 3) Unless otherwise agreed in the Contract, the rights and obligations, whether not provided for or explicitly excluded by the Contract, shall be governed by applicable provisions of the Civil Code and other legal

regulations effective at the date of the conclusion of the Contract.

- VI. 4) If any Provision hereof becomes invalid or ineffective, it shall not affect the other Provisions of the Contract which remain valid and effective. In such a case, the Contracting Parties undertake to come to an agreement to replace an invalid or ineffective provision by the one which shall be in force and effective and which best corresponds to the originally intended purpose of the invalid or ineffective Provision.
- VI. 5) Seller is entitled to transfer his/her rights and obligations from the Contract to a third party only with a prior written consent of Purchaser; Section 1879 of the Civil Code shall not be applied. Purchaser is entitled to transfer his/her rights and obligations from the Contract to a third party.
- VI. 6) **Other Obligations of Seller in Connection with the Project**
- Under the terms and conditions set forth herein in accordance with Purchaser's instructions and in the exercise of all due care, Seller undertakes:
1. to archive at least till 31<sup>st</sup> December 2033 any and all documents made in connection with the performance hereof and, at any time during this period, to allow Purchaser to access them; Purchaser shall be entitled to accept the above documents free of charge after the expiration of the aforesaid period,
  2. as a person obligated under S 2 e) of Act No. 320/2001 Sb., on Financial Control in Public Administration, as amended, to co-operate during the exercise of the financial control; similarly, Seller is obliged to bind his/her subcontractors as well.
- VI. 7) Any contradictions between the Contracting Parties shall be settled by an agreement. Unless an agreement is reached between the parties hereto, the matter will be dealt with by a court of competent jurisdiction in accordance with Act No. 99/1963 Sb., the Rules of Civil Procedure, as amended, at the local court in whose jurisdiction Purchaser is domiciled.
- VI. 8) The Contract is drawn up and concluded in an electronic form. Each party hereto shall receive one electronic original.
- VI. 9) Annex 1 – *Technical Specification of Items* and Annex 2 – *Itemized Budget* constitute an integral part hereof. If the annexes fail to be firmly tied to this Contract or part of a single document authenticated by electronic signature, it is understood that the content of the annexes is identical to the content of the tender submitted by Seller for the public procurement procedure referred to in the preamble hereto.
- VI. 10) The parties hereto have read the contents hereof prior to signing the Contract and agree with its contents. In witness whereof they sign their hands.

In Brno on .....

In Heidelberg on .....

.....  
**prof. MUDr. Martin Repko, Ph.D.,**

Dean of MUNI MED,  
Purchaser

**Dr. Angelina Whalley,**

CEO of BIODUR Products GmbH,  
Seller

## **Annex 1 – Technical Specification of Items**

Technical specification of items follows this sheet.