

## **PURCHASE CONTRACT**

**entered into within the meaning of Section 2079 of Act No. 89/2012 Coll., the Civil Code (hereinafter the "Civil Code") on the day, month and year specified below and under the following conditions by and between the following parties:**

### **THE BUYER**

**Name:** Brno University of Technology  
**Component part:** Faculty of Electrical Engineering and communication  
**Seat:** Technická 3058/10, 616 00 Brno  
**Represented by:** prof. RNDr. Vladimír Aubrecht, CSc, Dean of FEEC BUT  
**Id. No.:** 00216305  
**Tax Id. No.:** CZ 00216305  
**Contact person of the Buyer:** xxxx

and

### **THE SELLER**

**Name:** Regatron AG  
**Seat:** Feldmuehlestrasse 50, CH-9400 Rorschach, Švýcarsko  
incorporated in the Company Register kept by Kanton St. Gallen In Section CH-320.3.010.572-1  
**Represented by:** Felix Hardmeier, Head of Division Programmable Power Supplies  
**Id. No.:** 02027  
**Tax Id. No.:** DE813179122  
**Bank details:** xxxx

Contact person of the Seller:

xxxx

**(hereinafter also jointly referred to as the "Parties")**

## I. SUBJECT OF THE PURCHASE

- 1) The Subject of the Purchase hereunder is as follows: bidirectional modular power supply with energy feedback to mains G5.UNV.18.1000.54.M.

The Subject of the Purchase is specified in more detail in the technical description which constitutes an integral part of this Contract as its Annex 1, quote No. E21083003.

- 2) By virtue of this Contract, the Seller agrees to:
- a) hand over the Subject of the Purchase to the Buyer pursuant to paragraph 1 and enable the Buyer to assume the ownership title to the Subject of the Purchase;
  - b) to perform the other obligations contained herein.

and the Buyer agrees to take over the Subject of the Purchase and pay the purchase price.

- 3) The Seller and the Buyer further agree that, in addition to the above, the Seller is also obliged and agrees to:
- a) deliver the Subject of the Purchase at the place specified by the Buyer,
  - b) hand over the lists of individual items of the Subject of the Purchase.

## II. PURCHASE PRICE

- 1) The Buyer agrees to pay to the Seller the purchase price in the amount of:

<b>Purchase price excl. VAT</b>	<b>19 600,00 EUR</b>
<b>Amount of VAT in CZK</b>	foreign supplier
<b>Purchase price incl. VAT</b>	<b>19 600,00 EUR</b>

## III. PLACE AND TIME OF PERFORMANCE

- 1) The Seller agrees to hand over the above-specified Subject of the Purchase to the Buyer not later than **11 weeks** from the date of effectiveness of the Contract.  
The Seller will be considered to have met its obligation to hand over the above-specified Subject of the Purchase upon its takeover by the Buyer provided that the Buyer will deem it free of any defects.
- 2) At the same time, the Seller agrees that, with regard to the nature of the Subject of the Purchase, it shall demonstrably inform the Buyer sufficiently in advance (at least 5 business days) that it intends to hand over the Subject of the Purchase; otherwise, the Buyer is not obliged to take over the Subject of the Purchase. In case the Seller informs the Buyer in a timely manner pursuant to the preceding sentence, the Buyer agrees to permit the Seller an access to the place of performance.
- 3) The Seller agrees to hand over the Subject of the Purchase at the following place:  
FEEC BUT, Technická 12, 616 00 Brno, Czech Republic
- 4) The Buyer represents that it is authorised to take over the Subject of the Purchase and sign the handover record:

xxxx

proxy

xxxx

- 5) The Seller acknowledges that the Buyer specifically requested the delivery of all the required documents for the Subject of the Purchase in accordance with Art. IV (3) of the General Purchasing Conditions of the University of Technology.

#### IV. QUALITY WARRANTY

The Buyer and the Seller agree that the Warranty Period for the Subject of the Purchase, as well as for each of its parts is **36 (thirty-six) months** from the date on which the Subject of Purchase was taken over by the Buyer free of any defects.

#### V. ARRANGEMENTS FOR IMPLIED PERFORMANCE

The Parties note that they are concluding the Purchase Contract at the time of the ongoing pandemic in connection with the occurrence of coronavirus (referred to as SARS CoV-2). As of the date of concluding the Contract, the Seller is not aware of any obstacles that would prevent it from properly fulfilling the obligations arising from the Contract due to the spread of coronavirus. In the event that such obstacles arise after the entry into force of the Contract, this situation will be resolved in accordance with the relevant provisions of the Contract with appropriate application of force majeure provisions. The Buyer's right to withdraw from the Contract pursuant to Article X, paragraph 5) of the BUT General Terms and Conditions shall arise only after the expiration of 15 days of force majeure circumstances.

#### VI. FINAL PROVISIONS

- 1) The following annexes form an integral part of this Contract:
  - a) Annex 1 – Technical description of the Subject of the Purchase, quote No. E21083003.

The Parties agree that in case of any inconsistencies or contradictions, the Articles I. to V. of the Contract take precedence over any annexes to the Contract. Furthermore, the Parties agree that in case of any inconsistencies or contradictions between individual annexes, the annex whose numerical designation specified in this paragraph is lower, shall prevail.
- 2) General Purchasing Conditions of the University of Technology, in the wording applicable as of the date this Contract is entered effective forms part of this Contract. The GPC apply as terms and conditions within the meaning of Section 1751 of the Civil Code and provide for the rights and obligations of the Seller and the Buyer that are not specified herein. In this regard, in order to avoid any speculations, the Parties also declare and agree that in the GPC, any reference to “the Contract” shall mean this Contract. Both Parties simultaneously agree that in case the provisions of the Contract and the GPC differ, the Contract shall prevail. The GPC are available at: <http://vut.cz/vnp>, where, by its signature below, the Seller represents that it has become acquainted in detail with the text of the GPC and thus that the Seller is familiar with it.
- 3) The Seller is entitled to transfer all its rights and obligations hereunder to a third party only with a prior written consent of the Buyer. Section 1879 of the Civil Code shall not apply.
- 4) The Seller agrees to tolerate the publication of this Contract including any annexes by the Buyer pursuant to Section 219 of Act No. 134/2016 Coll., the Public Procurement Act.
- 5) By execution hereof, the Parties confirm that they are aware that this Contract is subject to publication pursuant to Act No. 340/2015 Coll., on the Contracts Register, as amended. Publication of the Contract shall be provided for by the Buyer.
- 6) If any of the provisions of this Contract becomes invalid or ineffective, this shall in no way prejudice other provisions hereof which shall remain valid and effective. In that case, the Parties agree to

replace the invalid or ineffective provision by a new valid and effective provision which best corresponds to the originally intended purpose of the invalid or ineffective provision.

- 7) This Contract constitutes the entire agreement on its subject-matter, and contains all the arrangements that the Parties had to, and intended to, make in the Contract, and which they consider important for this Contract to be binding. No manifestation made by the Parties in negotiations on this Contract or a manifestation made after the conclusion of this Contract may be construed at variance with explicit provisions of the Contract and shall not establish any obligation of any of the Parties.
- 8) This contract is concluded by electronic means, so that each contracting party provides it with its recognized electronic signature.
- 9) The Parties confirm that they have read this Contract before executing it and agree with its contents. In witness thereof, the Parties affix their respective signatures.

In Brno, on

In Rorschach, on

.....  
prof. RNDr. Vladimír Aubrecht, CSc.  
Dean of FEEC BUT  
For the Buyer:

.....  
Felix Hardmeier  
Head of Division Programmable Power Supplies  
For the Seller:

Brno University of Technology  
 Brno 60200  
 Czech Republic

REGATRON AG  
 Feldmühlestrasse 50  
 CH-9400 Rorschach

Tel +41 71 846 67 67  
 www.regatron.com

### Project number

Type of power supply

E21083003

Bidirectional modular power supply with energy feedback to mains

System designation / Revision

End user / Contact person

G5.18.1000.54-UNV / V02

Regatron contact person First

Brno University of Technology / Jurak

offer date

23.09.2021

### System characteristics

	Source (requested)	Source (offered)	Sink (requested)	Sink (offered)
Voltage	0..1000 VDC	0..1000 VDC	0..1000 VDC	5...1000 VDC
Current <sup>1),2)</sup>	0..54 ADC	0..54 ADC	0..54 ADC	0..54 ADC
Power	0..18 kW	0..18 kW	0..18 kW	0..18 kW

1) Current according to the given power limit of the corresponding units.

2) Current sink can operate at full current down to  $\geq 30$  VDC, or down to  $\geq 5$  VDC with special settings. See data sheet of the device.

Below the minimum sink voltage for the full current a linear current derating down to 0 VDC applies according to the device characteristic curve in the datasheet.



Pos	Qty	Description Standard	Option	Price each	Resulting Price (net/exw)
<b>Power Supplies / Controller / Module HW</b>					
10	1	<b>G5.UNV.18.1000.54.M</b> - Universal Regenerative DC Source Sink - Ethernet and USB interface - G5.Control, control and maintenance SW - G5.API over Ethernet or USB - G5.RPP, reverse-polarity protection - DC PACOB, protective cover on DC output			
<b>Logistics</b>					
80	1	<b>DDP 60200 Brno / CZ</b> Costs includes: - Packaging - Transport - Customs documents			
<b>Total amount</b>					€ <u>19'600.00</u>

**Pricing:**

Incoterms 2020: DDP 60200 Brno / CZ, packed, VAT unpaid (pos. 80 / LOGDDP)

**Payment Terms:**

30 days net

**Currency:**

Euros

**Validity / Guarantee:**

2 months / 36 months

**Lead time (approximately):**

9..11 weeks after receipt of the order and technical acceptance

Due to the current tight supply situation on the components market and the ongoing COVID19 pandemic, there is some uncertainty in the mentioned delivery time. We will inform you immediately if there should be a change of the delivery time. Therefore the indicated delivery time is informative and not binding.

**Delivery Conditions**

Regatron Delivery Conditions 0101

**Bank Information**

EU customs clearance

Intra-Community supply of goods according to art no. 28C(E)(3)6.

We would be pleased to carry out this order for you.

Kind regards