

076/21/051

CONTRACT OF SALE

concluded by § 2067 of the Act Nr. 89/2012 Coll. in valid version

Participants of the agreement

Emptor:

Firm: Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v.v.i.
(Silva Tarouca Research Institute for Landscape and Ornamental
Gardening, Publ. Res. Inst.)
Address: Květnové náměstí 391
CZ 252 43 Průhonice
Czech Republic
Represented by: Doc. RNDr. Ivan Suchara, Csc., director
Identification Nr.: 000270073
VAT Nr.: CZ000270073
Bank contact: Československá obchodní banka, a.s.
Praha 4
account nr.: 13075227/0300
Technical consultant: xxxxxxxxxxxxxxxxxxxx
tel.: xxxxxxxxxxxxxxxx
e-mail: xxxxxxxxxxxx

Contractor:

Firm: SPECTRON Inc.
Address: 2387 Portola Road, Suite A
Ventura, California 93003
USA
Bank contact: BANK OF AMERICA (16-66/1220)
West Ventura Branch 2143
507 East Masin Street
Ventura, CA 93001 USA
Routing: 122000661
Swift: BOFAUS6S
Account: 21437-04352
Contact person: xxxxxxxxxxxx
e-mail: [xxxxxx](#)

I. Subject of the contract

1. Subject of the contract

- 1.1 Subject of the contract is the supply of Platinum Sampler, Skimmer Cones, Pt/Ni Hyperskimmer and sampler Cone gasket for ICP MS PerkinElmer NexION 2000 .
- 1.2 The contractor is pledged to deliver the object of this contract to the emptor and give him the right to use this object. The emptor is pledged to pay purchase monies.

2. Time and place of delivery

- 2.1 Delivery time is by 11/5/2021 after signature of the contract by both sides.
- 2.2 The place for delivery the goods is: Výzkumný ústav Silva Taroucy pro krajinu a okrasné zahradnictví, v.v.i., Květnové náměstí 391, CZ 25243 Průhonice, Czech Republic (department of Biomonitoring).

II. Purchase list with prices

1. Price

Price stated in this contract is maximal and are as follows:

Line	PRODUCT NAME	Part #	OEM	QUANTITY	Unit Price
1	Platinum Sampler Cone for PerkinElmer NexION	SC4013-Pt	W1033614	2	\$6,066.00
2	Platinum Skimmer Cone for PerkinElmer NexION	SC4017-Pt	W1026907	3	\$2,952.00
3	Pt/Ni HyperSkimmer for Perkin Elmer NexION	SC4020-Pt/Ni	W1033995-Pt	1	\$1,002.00
4	Sampler Cone Gasket-NexION (pack of 5)	SC6011-5	W1040148	10	\$260.00
SUBTOTAL					\$10,280.00
SHIPPING					\$100.00
ORDER TOTAL					\$10,380.00

Purchase money include packing and postage/delivery expenditures.

2. Terms of payment

- 2.1 The emptor proclaims that it has available resources for payment of the goods in given cost.
- 2.2 The emptor will pay for the received goods the bill issued by the contractor.
- 2.3 Payment of the bill is to be made by bank transfer within 15 days after delivering of the Proforma Invoice.

The bill must contain:

- mark and number of bill
- trade name and address of the emptor and the contractor
- list of goods supplied
- date of the fulfilment
- identification of bank and account number for the payment
- total price

2.4 In case of inconsistency of the bill the emptor is right to ask for correction of such a bill.

III. Contractor's obligation

1. The contractor will inform the emptor of delivery of the goods at least a day beforehand.
2. A delivery note will be delivered together with the goods.

IV. Emptor's obligation

1. The emptor is obligated to pay the goods in accordance with the article II and receive the goods in accordance with the article I of this contract.

V. Withdrawal of the contract

1. The emptor is right to withdraw of the contract when:
 - a) the goods does not correspond with the contract specification
 - b) time of delivery is longer than stipulated (article I) for more than 3 weeks
2. The contractor is right to withdraw of the contract when the emptor do not pay 3 weeks after the maturity date (article II).
3. The withdrawal must be performed in written form and must be delivered to the opposite side.
4. In case of the withdrawal of some of the contract participant (§344 of the Trade Code) both participants of the contract are obligated to settle all mutual claims.

VI. Sanctions

1. Penalty 0.01% of the price for each day of delay of the goods delivery after the delivery date can be asked by the emptor from the contractor.
2. Penalty 0.01% of the price for each day of delay in payment for the goods after the maturity date can be asked by the contractor from the emptor.

VII. Other agreement

1. Any potential dispute will be solved by mutual consent preferentially.
2. Serious dispute will be adjudged by a trade court operating in place of the contractor.
3. This contract becomes valid from the date of ratification (signature) by both sides.
4. This contract is issued in 2 identical copies, the emptor and the contractor each receive one copies.

5. Affairs, which are not treated by this contract will be solved in accordance with the Trade Code.

VII. Change of the contract

1. This contract can be changed only by „Amendment to the contract“. The amendment must be in written form and must be accepted and signed by both sides. Any other changes in the contract are invalid.

VIII. Publication in the register of contracts

1. The contractor agree that part of this contract will be included in the register of contracts in accordance with the Act. No. 340/2015 Coll., in the Czech Republic.

Annexe:

1. Offer of the contractor

In: Průhonice
for the emptor

In:.....
for the contractor

Doc.RNDr. Ivan Suchara, CSc.
