

**CONTRACT OF SALE**  
**0085/21/051**

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.: xxxxxxxxxxxxxx  
Technical consultant: xxxxxxxxxxxx  
xxxxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxxxx

**Contractor:**

Firm: AHF analysentechnik AG  
Address: Kohlplattenweg 18  
DE 72074 Tübingen  
Germany  
Identification Nr.: Amtsgericht Stuttgart HRB 381970  
Vat Nr.: DE146876566  
Bank contact: Postbank Stuttgart  
BIC: PBNKDEFF  
IBAN: DE 05 6001 0070 0215 4707 07  
Contact person: xxxxxxxxxxxx  
xxxxxxxxxxxxxxxxxx  
e-mail: xxxx

## I. Subject of the contract

### 1. Subject of the contract

- 1.1 Subject of the contract is the supply of PerkinElmer ICP Accessories in accordance with the Quotation Nr.2021-12468 dated 13.10.2021, which is the inseparable part of this agreement.
- 1.2 The contractor is pledged to deliver the object of this contract to the empor and give him the right to use this object. The empor is pledged to pay purchase monies.

### 2. Time and place of delivery

- 2.1 Delivery time is 9 weeks from date of signature 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 Biomonitring).

## II. Purchase list with prices

### 1. Price

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

Item	Part no.	Description	Quant.	Unit Price EUR	Total EUR
1	508-56	<b>Parallel path nebulizer MiraMist (Peek)</b> (PMM4000) Nebulizer in double path design made of PEEK Sample feeding by pump, accepts medium salts and solids, Incl. Sample capillary. Pneumat. data at 3bar (36-45 psi): 0,8 mL Ar/min; 0,2 ...2,5 mL/min By Burgener Model ICP: PerkinElmer Avio 500	1 pc.	650.00	650.00
2	508-38	<b>Gas fitting to PE2000/4000/5000/7000/8000</b> For „MiraMist“ and „ArtMist“ .Zerstäuber to PerkinElmer 3000-, 4000-, 5000-,7000-, 8000-series and Avio 200/500	1 pc	35.00	35.00
3	507-64	<b>MicroFlow Nebulizer PFA-ST-400 µL</b> for high purity acids and samples (incl. HF); with exchangeable PFA-capillary for sample uptake pneumat. data at 30 psi: 0.7 ml Ar/min; 400-600 µL/min	2 pc.	945.00	1,890.00
4	T46-3504	<b>PFA Sample vial 50 mL, for Autosampler, graduated</b> OD 29 mm, (at he bottom 28 mm), H = 118 mm graduated 10 - 20 - 30 - 40 - 50 mL; bottom inside conical, outside flat; without screw closure; for ESI-Autosampler	60 pc.	20.80	1,248.00
5	T46-302	PFA threaded closure, G32 x 4	60 pc.	7.20	432.00
6	T29-710	Pipette tips, PFA, 1000 µL (10 pcs.)	1 Set	115.0	115.0
		Subtotal EUR			4,370.00
		Less Discount	8.00 % of 4,370.00		- 349.60
		Plus shipping costs (DPD-CZ)			23.50
		Subtotal			4,043.90
		Plus VAT with tax code	10	0.00% of 4,043.90	<b>0.00</b>
		<b>Total Eur</b>			<b>4,043.90</b>

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 within 3 weeks of receipt of the goods.  
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 4 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.

## **VIII. 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.

## **IX. 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 15th October 2021.....  
for the emptor

In:.....  
for the contractor

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doc. RNDr. Ivan Suchara, CSc.

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