

PURCHASE CONTRACT

Buyer:

VŠB – Technical University of Ostrava
Faculty of Electrical Engineering and Computer Science

Registered office: 17. listopadu 2172/15, 708 00 Ostrava-Poruba, Czech Republic

Company ID: 61989100

VAT ID: CZ61989100

Represented by: [REDACTED] Dean of the Faculty

Bank: [REDACTED]

Account number: [REDACTED]

and

Seller:

Vector Austria GmbH

Registered office: Millennium Tower, Floor 41-Handelskai 94-96 - A-1200 Wien, Austria

Company ID: FN 396340 d

VAT ID: ATU67931018

Represented by: [REDACTED] Managing Director

Bank: [REDACTED]

Account number (IBAN): [REDACTED]

concluded the contract in agreement with establishment Section 2079 and et seq. of Czech Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "Civil Code")

(hereinafter referred to as the "Contract")

In the case of changes of any of the above mentioned data, the contracting party, at which the changes arise, is obligated to inform the second contracting party, in an evidential way (in a form of a registered letter) and without undue delay. If damage originates due to infringement of this obligation, the contracting party that caused the damage will cover it in full cost.

Article I

Subject of the Contract

1. Subject of this Contract is to supply goods comprising of software and hardware that is subject of the public order (hereinafter also referred to as the "Goods") in accordance with specification and technical description stated in Annex 1 of this Contract.
2. The Seller pledges to supply to the Buyer the Goods, as stated in Clause 1, and pass ownership of the Goods to the Buyer (assign the rights to use the software that is the subject of this agreement).
3. The basis for this Contract is the offer/quotation of the Seller dated November 29th 2021 under No.: 20180336-6 which was sent to the Buyer in the position of a contracting authority.
4. The Seller pledges to document and secure the following for the Goods:

- attestation, certificates and attestations that are issued by appropriate authorized persons for each of the specific types of products according to special regulations,
- manuals and basic user documentation.

Article II

Goods, defects of goods

1. The Buyer pledges to accept the Goods and pay the negotiated price in accordance with Article IV of this Contract.
2. Ownership of the Goods passes to the Buyer when the Buyer accepts the Goods. The Seller undertakes to provide maintenance/support for the acquired software to the extent and in the manner specified in Annex 1 of the Contract and in accordance with the terms and conditions of the software manufacturer.
3. The Buyer is eligible to refuse acceptance of the Goods, if the Goods are not supplied in accordance with this Contract and in the negotiated quality/quantity, whereas in such case the Buyer informs the Seller of the reasons for refusing the Goods in a written form, within five working days of the original date of handover of the Goods at the latest.

Article III

Time and place of performance, handover of the goods

1. The Seller is obliged to deliver the Goods within six (6) weeks from the effective date of this Contract.
2. The place of the performance is the seat of the Buyer at the address: FEI, kat. 430, 17. listopadu 2172/15, Ostrava-Poruba, 708 00, Czech Republic.
3. Exact time of the delivery of the Goods will be agreed in advance between the Seller and the Buyer's competent representative by the agreed communication means (email, phone).
4. The Goods will be supplied to the Buyer together with the handover certificate and invoice; the Goods are invoiced by the Seller in accordance with the corresponding handover certificate.
5. The risk of damage to the Goods under this Contract shall pass to the Buyer on the date of acceptance of the Goods.

Article IV

Purchase price and terms of payment

1. The **total purchase price** for the Goods is **11.270,40 EUR** excluding VAT. The exact price of individual items of the Goods is specified in Annex 1 of this Contract.
2. This agreed purchase price is final and includes all costs connected with the sale and purchase of the goods, including shipping.
3. The price will be paid based on the invoice issued by the Seller. The invoice issued by the Seller must contain the essentials established by the legal regulations. The prices of the goods excluding VAT, VAT and the total price of the goods including VAT will be evaluated the separately in the invoice.
4. The maturity of the invoice is 30 days since the day when the invoice is delivered to the Buyer. If the invoice is not supplied with the goods; in the case of doubts it is believed that the day of the invoice delivery is the third day since its sending.

5. The purchase price is considered to be paid by the time of crediting of the invoiced purchase price to the bank account of the Seller. The Buyer will not provide to the Seller any advance payments for the price of the goods or its parts.
6. The Buyer is entitled, before expiration of the invoice maturity, to return the invoice without payment if it does not contain the essentials specified in this Contract or if the data are stated incorrectly. The Seller is obliged to issue a new invoice. In this case the Buyer is not in delay with the payment for the Goods. When the properly supplemented or corrected invoice is delivered, new maturity of the invoice of 30 calendar days will start to run.

Article V

Quality guarantee, liability for defects

1. The Seller undertakes to provide the goods delivered with a quality guarantee, i.e. the functionality of the Goods as a whole, for a period of 12 months from the date of delivery of the Goods. The time limit for claiming defects runs from the moment the Goods are delivered to the Buyer.
2. The Seller is further liable for defects of the Goods if the Seller provides the Goods which does not have specified or agreed characteristics; if the Seller does not warn the Buyer about the defects that the Goods have; if the Seller assures the Buyer contrary to the fact that the Goods have no defects; or if the Seller transfers the ownership of the Goods to the Buyer even though the Seller is not owner of the Goods.

Article VI

Withdrawal from the Contract

1. Withdrawal from the Contract is governed by the relevant provisions of the Civil Code.
2. The Buyer is entitled to withdraw from the Contract if the insolvency proceedings have been initiated with the Seller.

Article VII

Other arrangements

1. The Seller is not entitled to assign rights and obligations under this Contract to a third party without the prior written consent of the Buyer.
2. Issues not covered by this Contract shall be governed by the relevant provisions of the Civil Code.
3. The Seller takes note of the Buyer's obligation to disclose the information contained in this Contract in accordance with Act No. 134/2016 Coll., on Public Procurement, as amended, Act No. 106/1999 Coll., on Freedom of Information Act, as amended, Act No. 340/2015 Coll., on the Register of Contracts, as amended, and other generally binding standards, in the manner resulting from the said regulations or decided by the Buyer.

The contracting parties undertake to keep confidential and not disclose to third parties discreet information – to maintain confidentiality – as defined below:

- all information provided to the contractor within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended,
- information subject to the statutory duty of confidentiality (e.g. personal data, classified information)
- the trade secret of the Seller or any other data protected under special legal regulations, justifying such inclusion in writing before signing this Contract. The Seller acknowledges that

this procedure cannot be applied in relation to the amount of the price actually paid for the performance of this Contract and to the list of the Seller's subcontractors, as well as information required by law.

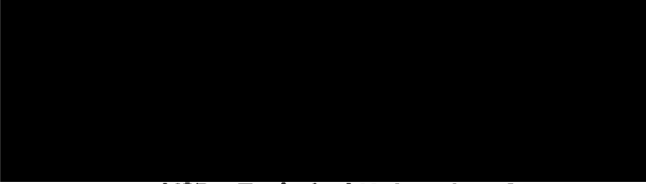
4. The Seller is obliged to allow all entities authorized to carry out the inspection of the projects from which the delivery is paid to check the documents related to the fulfilment of the contract and for the period stipulated by the Czech legislation for their archiving (Act No. 563/1991 Coll. on Accounting, and Act No. 235/2004 Coll., on Value Added Tax).
5. The Seller is obliged to keep all documents and accounting records related to the delivery of the subject of performance until 2026, unless the Czech law provides for a longer period. These documents and records will be stored in the manner prescribed by applicable law.

Article VIII

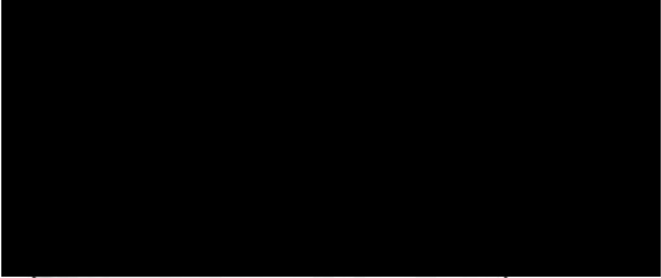
Final Provisions

1. This Contract shall enter into force on the date of signature by both contracting parties. The Contract becomes effective by the day of the registration in the register of contracts according to the following provisions of the Contract.
2. The registration of this Contract pursuant to the relevant provisions of Act No. 340/2015 Coll., on the Register of Contracts, as amended, shall be made by the Buyer.
3. If one or more provisions of this Contract should be shown to be not legally effective or not performable, the efficacy of the other provisions is not affected thereby. The contracting parties will replace any invalid or unperformable provisions by an agreement that corresponds to what was economically preferred and that is similar to the content of the provisions to be replaced.
4. Any disputes between the contracting parties will be preferentially dealt with by an agreement. If no agreement is reached, disputes will be settled by the competent court.
5. All correspondence between the contracting parties, including their statements, is irrelevant in relation to this Contract, unless otherwise provided in the Contract. The Quotation 20180336-6 is an integral part of the Contract (as the Annex 1), especially the therein referenced Terms & Conditions apply.
6. This Contract is made in three identical copies, two of which are received by the Buyer and one by the Seller.
7. Each of the contracting parties declares that it concludes this Contract freely and seriously that it considers the content of this Contract clear and comprehensible and that it is aware of all the facts which are decisive for the conclusion of this Contract; in proof of this, the contracting parties attach their signatures to this Contract.

In Ostrava on



VSB – Technical University of Ostrava
[Redacted] Dean of the FEI



Vector Austria GmbH
[Redacted] Managing Director

Quote

Vector Austria GmbH - Millennium Tower, Floor 41 - Handelskai 94-96 - A-1200 Wien
VSB-Technical University of Ostrava
 17.listopadu 2172/15
 CZ-708 00 Ostrava

Document no.: 20180336-6
Date: 2021-11-29
Customer no.: 38697
Vector contact: [REDACTED]
Phone: [REDACTED]

Contact person: [REDACTED]
E-Mail: [REDACTED]
Location: Ostrava
Terms of payment: Within 30 days without deduction
Delivery condition: FCA Stuttgart
Shipping condition: See Footer
Delivery date: Approximately two weeks after receipt of order if not specified in item line. The Delivery Time for Hardware is to be defined.

Dear Dr. Mrovec,

Thank you for your request. Please find below our quotation:

No.	Part No.	Description	Quantity	Price/EUR	Total/EUR
1000	55552	CANdb++ Admin Tool supporting the definition of all relevant J1939 networking data. CANdb++ supports the requirements of a distributed development process between manufacturer and supplier. Design and administration of several CAN networks in one database. Reactivation period Yes Subscription Period 24 month(s) Version 3.1 Licensing Model Subscription License License Type Device License License Restriction Academic License	[REDACTED]	[REDACTED]	500,00
2000	05200	Scope Hardware PS5444D-034 USB oscilloscope hardware for CANoe/CANalyzer Option Scope 4 analog channels (200 MHz bandwidth). USB 3.0 cable, DC power supply and 4 passive oscilloscope probes TA386 (1:1/10:1). Scope Trigger Y-Cable	[REDACTED]	[REDACTED]	2.390,00
			Binder variant for VN		

No.	Part No.	Description	Quantity	Price/EUR	Total/EUR
2010	05078	Scope Bus Probe 300 MHz Scope Bus Probe for CANoe/CANalyzer Option. Scope			640,00
2020	05102	Scope Trigger Y-Cable Scope Trigger Y-Cable (1.5 m) for the CANoe/CANalyzer Option .Scope			78,00
3000	55000	CANoe PRO Software tool for creation and execution of (remaining bus) simulation, communication analysis and testing of ECUs in distributed systems. Supports bus system CAN. Reactivation period: Yes Subscription Period: 24 month(s) Version: 15.0 Licensing Model: Subscription License License Type: Device License License Restriction: Academic License			800,00
3010	55021	CANoe PRO Option .Scope Upgrades CANoe with oscilloscope functionality. Reactivation period: Yes Subscription Period: 24 month(s) Version: 15.0 Licensing Model: Subscription License License Type: Device License License Restriction: Academic License			80,00
4010	07214	Vector Keyman Discount [%] Net Value incl. Disc USB Dongle for the activation of Vector software tools. This hardware is part of the hardware based license protection and serves for the operation of the program associated with the hardware solely on that computer physically connected with such hardware. The license protection must not be circumvented, removed and/or otherwise impaired. In particular, without limitation, the license protection must not be circumvented by (i) virtualization of the hardware; (ii) using the hardware via device server; (iii) using automatic code generators; and/or (iv) other network technologies.			608,00 -121,60 486,40

No.	Part No.	Description	Quantity	Price/EUR	Total/EUR
5010	05004	CANterm120 Discount [%] Net Value incl. Disc CAN-Highspeed adapter with one D-Sub9 and one D-Sub9 female connector incl. 120 Ohm terminating resistor.			200,00 -40,00 160,00
6010	07176	VN8914 Base Module Discount [%] Net Value incl. Disc Base unit for one Network Interface Module (VN8970 or VN8972) plug-in module VN89xx power supply			2.440,00 -488,00 1.952,00
			VN8970 Vector power supply 24V/2.5A		
6020	07147	VN8970 FR/CAN/LIN Module Discount [%] Net Value incl. Disc Plug-in Network Interface Module for FlexRay, CAN und LIN with up to 8 channels and one analog/digital channel. Vector does not assume any warranties or liabilities for the use of FlexRay(TM) Tools outside the automotive industry. Channel 1 Channel 2 Channel 3 Channel 4 Channel 5 Channel 6-8 I/O channel			2.250,00 -450,00 1.800,00
			CANpiggy 1057Gcap CANpiggy 1057Gcap CANpiggy 1057Gcap CANpiggy 1057Gcap onboard CAN 1051cap onboard CAN 1051cap not equipped		
6025	22070	CANpiggy 1057Gcap Discount [%] Net Value incl. Disc Transceiver module with capacitively decoupled Highspeed CAN transceiver TJA1057.			640,00 -128,00 512,00
8010	29078	VT2516A Discount [%] Net Value incl. Disc Digital module of VT System for 16 digitally used ECU inputs or outputs. For each channel several relays for switching, voltage stimulation, and voltage measurement are provided.			1.680,00 -336,00 1.344,00

No.	Part No.	Description	Quantity	Price/EUR	Total/EUR
9010	22208	IOpiggy 8642			660,00
		Discount [%]			-132,00
		Net Value incl. Disc			528,00
		VN8970/VN8972 and VN7572 piggyback for aquisition and generation of analog and digital signals.			

Net total items	11.270,40 EUR
Total value	11.270,40 EUR

Sold-to-Party VAT: CZ61989100

Ship-to-Party VAT: CZ61989100

This quotation shall be valid for thirty (30) days.

Right of utilisation:

'You may only use the above mentioned products for educational purposes. Any use of these products in any way for commercial purposes is expressly inadmissible, regardless by whom and regardless of whether such use is for profit or non-profit.'

Terms and conditions:

For software our 'End User License Agreement for Vector Standard Software Products' and for hardware our 'Terms and Conditions for the Delivery of Hardware and Driver Software' shall be element to this contract.

Please find them on the internet at at.vector.com/terms.

This document has been automatically generated and does not require a signature.

In the absence of a use or transfer of copyrights under this agreement, Buyer will be not entitled to deduct or withhold from amounts payable to Supplier any income taxes ("Withholding Taxes"). Buyer will pay to the Supplier the agreed purchase price without the deduction of any taxes.