**PURCHASE CONTRACT**

concluded in accordance with Sections 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter “Civil Code”), and Act No. 134/2016 Coll., on public procurement, as amended (hereinafter “Public Procurement Act”)

(hereinafter “Contract”)

**BUYER:**

|  |  |
| --- | --- |
| **NAME:** | **THE CZECH TECHNICAL UNIVERSITY IN PRAGUE**  **The Czech Institute of Informatics, Robotics and Cybernetics** |
| **REGISTERED OFFICE:** | Jugoslávských partyzánů 1580/3, 160 00 Praha 6 |
| **PERSON AUTHORIZED TO ACT FOR:** |  |
| **REGISTRATION NO.:** | 68407700 |

(hereinafter “Buyer”)

**and**

**SELLER:**

|  |  |
| --- | --- |
| **NAME:** | **pro-micron GmbH** |
| **REGISTERED OFFICE:** | **Gottlieb-Daimler-Str. 6**  **87600 Kaufbeuren, Germany** |
| **REPRESENTED BY:** |  |
| **REGISTRATION NO.:** | **HRB 14352** |
| **BANK ACCOUNT NUMBER:** |  |
| **REGISTERED IN THE COMMERCIAL REGISTER:** | **Amtsgericht Kempten HRB 14352** |

hereinafter “Seller”,

hereinafter together also “Parties” or individually “Party”

1. **Preamble**
2. The Parties conclude this Contract for a public procurement called in Czech „ČVUT-CIIRC: : Zařízení pro měření řezných sil SPIKE“, in English “**CTU-CIIRC**: **Equipment for measuring cutting forces SPIKE**”, awarded as a small-scale public procurement contract. The Parties acknowledge that performance under this Contract is executed within the framework of the RICAIP (Research and Innovation Centre on Advanced Industrial Production) project belonging to the Operational Programme Research, Development and Education (OP RDE) provided by the Ministry of Education, Youth and Sports.
3. **Purpose, Subject Matter and Contents of the Contract**
4. The purpose of this Contract is purchase of the goods specified in the Contract and its annex and enabling their trouble-free operation.
5. The subject matter of this Contract is delivery of SPIKE holder with SPIKE connect and software expertline with accessories(hereinafter “Goods”) specified in more detail in Annex A to this Contract – offer of the seller no. 2021-30215 (hereinafter “Offer”) and in Annex B – Technical drawings. Part of the subject of this contract are also performances according to paragraph 3. The Seller undertakes to deliver the Goods in compliance with the terms and conditions stipulated in this Contract and to transfer the ownership right to the Goods to the Buyer. The Buyer undertakes to pay for the Goods the price in the agreed amount and in the manner specified in this Contract.
6. The following shall form an integral part of delivery of the Goods and thus the subject of the Contract:
   1. transport of the Goods to specified place;
   2. installation of the Goods at the place of delivery;
   3. the handover of all documents (CE certificate, technical documentation, maintenance instructions, etc.) related to the Goods that are necessary in order to handle and operate the Goods or that are required by the relevant legal regulations as well as both Czech and European technical standards;
   4. provision of related services and service pursuant to Art. V of this Contract;
   5. delivery of related software as well as the provision of an unlimited non-exclusive license and regular updating of the software for the duration of the warranty within the meaning of Art. V para. 1 of this Contract. At the same time, the fee for the license and the update is included in the price of the Goods, without the Buyer having to agree in the future to new license terms of the Seller or third parties that would increase the price in this contract or change it to the Buyer.
7. **Terms of Delivery, Time and Place of Performance**
8. The Seller undertakes to deliver the Goods and transfer the ownership right thereto to the Buyer without conditions other than those stipulated in this Contract.
9. The Parties have agreed that the Goods shall be new, unused, non-reconditioned, made of first-class materials and complying with current parameters and requirements for the highest quality.
10. The Seller hereby declares that the Goods have no legal defects within the meaning of Sections 1920 et seq. of the Civil Code.
11. The delivery time for the Goods, namely for their physical transport to the place of performance, shall not exceed **80 days** from the effective date of the Contract. The exact date of delivery to the place of performance shall be notified by the Seller to the Buyer and co-ordinated in detail by the Parties in advance at least 5 working days from delivery – this does not change the delivery time of the performance under the Contract referred to in this paragraph.
12. The persons authorized to act on behalf of the Parties in case of a delivery are:

on behalf of the Buyer:

on behalf of the Seller:

1. The place of performance means the building of **CTU – CIIRC, Jugoslávských partyzánů 3, 160 00 Praha 6 – Dejvice, building B, room CIIRC B-1.01.1** (hereinafter “Place of Performance”).
2. Transport to the Place of Performance specified above forms an integral part of a proper performance.
3. The ownership right to the subject matter of performance as well as the risk of damage to the item shall pass from the Seller to the Buyer once the item is accepted by the Buyer in the Place of Performance. Acceptance of the Goods by the Buyer shall take place only after they have been properly delivered to the Place of Performance and installed. The Buyer shall issue an acceptance report to the Seller after successful acceptance of the Goods for this purpose, or the Seller shall issue a delivery note to the Buyer and the Buyer shall indicate in it that it accepts the performance in case the acceptance conditions for acceptance of the Goods under this Contract have occurred, the Goods are complete and free of defects.
4. The Buyer expressly declares that it is aware that, the moment of transfer of liability for damage and the moment of proper handover of the item shall occur only once the Goods are placed in the room referred to in para. 6 of this article. The Seller shall provide transportation to the specific room at its own expense and responsibility only with the Buyer’s cooperation consisting in ensuring the accessibility and passability of the individual spaces necessary for the transport of the Goods to the specified Place of Performance.
5. **Price and Payment Terms**
6. The total price for performance under this Contract, i.e. for the Goods, its accessories and all other performances provided by the Seller to the Buyer in accordance with the terms and conditions of this Contract is:

|  |  |
| --- | --- |
|  | **price:** |
| **Full price in EUR excl. VAT:** | **31.257,50 EUR** |

The VAT will be added to the above amount in accordance with applicable law.

1. The total price for delivery of the Goods under this Contract shall be paid against an invoice. Such invoice will be issued after the delivery of goods from The Seller.
2. The Seller undertakes to issue, after a possible consultation with the Buyer, two partial invoices, it being understood that one invoice shall be issued for items of the subject matter of performance of the investment nature and the other invoice shall be issued for items of the subject matter of performance of the non-investment nature.
3. The Seller undertakes to include in the invoice the designation of the project under which the Goods are paid, namely:

*Research and Innovation Centre on Advanced Industrial Production,*

*reg. No. CZ.02.1.01/0.0/0.0/17\_043/0010085.*

If the whole information does not fit in the invoice, the project registration number without the title of the grant project is sufficient.

1. Maturity of invoice is 30 days from the date of delivery. The invoice – tax document must contain all information required by applicable legal regulations. The Buyer may return the tax document (invoice) within the maturity period if it contains:
2. incorrect or incomplete price information,
3. incorrect or incomplete requirements according to legal regulations.

In situations under letters a) and b) of this paragraph, the Buyer is obliged to return the tax document (invoice) stating the reason for its return. At this moment, the maturity period is cancelled and the new maturity period shall start to run upon delivery of a new or corrected tax document (invoice). If the Buyer returns the tax document (invoice) even though it was duly issued and meets the prescribed requirements, the maturity period shall not be suspended and the Buyer shall be in default if it fails to pay the tax document (invoice) by the original maturity date.

1. **Warranty and Warranty Period**
2. The Seller provides quality warranty for all the performance for 12 months. The warranty period begins at the time of receipt of the Goods in accordance with Art. III para. 8 of this Contract.
3. The Buyer shall send the complaint concerning a possible defect to the Seller in writing, i.e. expressly also by e-mail, even without an electronic signature, with a technical description of the defect, or even orally (including reporting by phone) (hereinafter “Reporting of Defect”).
4. The Seller undertakes to ensure the possibility of remote diagnostics of the Goods and communication of the Buyer with the service technician of the Seller within 10 working days after the Reporting of Defect by the Buyer. If the defect cannot be remedied remotely, the Seller will try to remedy it within 30 days, which does not include the shipping time, and if the defect can only be remedied by a new replacement, since the Reporting of Defect; if the nature of the defect allows it, the service shall be done at the place of performance; should it not be possible and the goods needs to be transported from the place of performance and back, the transport shall be arranged and paid for by the Seller.
5. In case of failure or malfunction of the Goods during the warranty period due to reasons on the part of the Buyer or for reasons not attributable to the Seller, the Seller shall be bound by the obligations pursuant to Paragraphs 2 and 3 of this Article, it being understood that Paragraph 6 of this Article shall not apply.
6. Admitted complaints, which cannot be removed by repair, will be settled by replacement of the defective part with a new part or by replacement of the whole performance with performance free of defects at the Seller’s expense.
7. The cost of labour, material, travel expenses, costs of accommodation, costs of transport of defective goods for repair and back, insurance costs of the Seller or a person authorized by the Seller, and any other costs incurred by the Seller in connection with the removal of defects during the warranty period shall be borne by the Seller in full.
8. If the Seller does not start removing the claimed defects within the time limits pursuant to this Contract, the Buyer may, for the sake of safety and to maintain smooth operation of the Goods, secure the removal of the defect in any other way of its choice, such as providing a demo equipment or testings support, at the Seller's expense.
9. The Seller agrees to update any and all software relating to the Goods during the warranty period.
10. The Seller guarantees the availability of post-warranty service for at least 36 months since the expiration of the warranty period.

1. **Withdrawal from the Contract and Change of the Contract**
2. The Buyer is entitled to withdraw from this Contract for legal reasons, particularly if the Seller is in delay with delivery of the Goods exceeding 40 days pursuant to Art. III para. 4 of this Contract, or if bankruptcy was declared or compulsory settlement was commenced against the Seller.
3. The Seller is entitled to withdraw from this Contract for legal reasons, particularly if the Buyer is in default with payment of the invoice exceeding 60 days in connection with Art. IV of this Contract.
4. **Force majeure**
5. If the failure of the Seller to fulfil any obligation is caused by extraordinary, unforeseeable, unavoidable obstacles or circumstances over which the Seller has no influence and as well cannot have an influence ("force majeure") and which have a direct negative impact on the Seller or any of its subcontractors involved in the performance of the Contract, the Seller's failure to perform the Contract shall be excused and the Seller shall not be liable for such failure in case the conditions set out in paragraph 3 are met.
6. Force majeure includes, but is not limited to: action of natural forces, natural disaster or catastrophic event such as epidemic, fire, flood, storm, acts or omissions of civil or military authorities, e.g. foreign exchange restrictions, revocation or suspension of export or import licenses, embargoes or other sanctions imposed directly or indirectly on the Seller or its affiliates, acts (or failure to act) of public authorities (e.g., failure to approve an export license for a part), priority order, governmental allocation or restriction on the use of materials or personnel, war, civil disturbance, radioactive contamination.
7. If Seller intends to claim a waiver of its obligations due to Force Majeure, it shall provide Buyer with written notice without undue delay, stating the basis on which it is claiming Force Majeure and the estimated duration of the Force Majeure. In the event of force majeure, the Seller shall be entitled to an appropriate modification of the contract, in particular an extension of the time limit for delivery of the goods by the period of force majeure and its consequences. The Parties are be entitled to withdraw from this Contract if the force majeure has been in force for a cumulative period of more than 30 days.
8. **Final provisions**
9. In matters not expressly covered by this contract, the contractual relationship established by this contract is governed by the Civil Code, in particular the relevant provisions on the purchase contract and other legal regulations of the Czech Republic.
10. The invalidity of any provision of this contract shall not result in the invalidity of the entire contract.
11. The terms and conditions of this contract, which by their nature exceed the term of this contract, shall remain in full force and effect until their fulfilment and shall apply to any successors of the contracting party.
12. The Parties undertake to resolve any and all disputes arising from this Contract amicably in the first place.
13. The Contract may be changed or amended only on the basis of written amendments hereto, numbered in ascending order and signed by the authorized representatives of both Parties. All amendments labelled as amendments to the present Contract form an integral part of the Contract.
14. In the event of discrepancy between a provision of the Contract and a provision of its Annexes, the Contract shall prevail.
15. The Seller undertakes to duly keep the original of the Contract including its amendments and annexes, if any, as well as all original copies of accounting documents at least until the end of 2033. The Seller shall ensure fulfilment of this obligation also by the subcontractors who participate in the execution of this Contract.
16. The Seller is, pursuant to Section 2e of Act No. 320/2001 Coll., on financial control in public administration and on the amendment to some acts, as amended, a person obliged to cooperate during performance of financial control.
17. This Contract shall come into force once it is signed by the authorized representatives of both Parties.

The Parties have expressly agreed that this Contract shall take effect only after publication of the Contract pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended, unless a later date is specified (suspensive condition of effect by law). Publication shall be arranged by the Buyer. The Parties agree to this publication; for the purposes of publication, they do not consider anything in the Contract or in the metadata relating to the Contract to be excluded from publication. Should the Contract be performed before its effective date, such performance shall be considered as an advance for the purposes of the contract.

1. An integral part of the Contract forms Annex A – of the seller no. 2021-30215 and in Annex B – – Technical drawings.

Both Parties declare that they read the Contract before signing it and that its text corresponds with their true and free will, which their representatives confirm by affixing their signatures:

On behalf of the Buyer On behalf of the Seller

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