

V. V. 22



Purchase Contract

concluded in accordance with Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code,
as amended

Number of the Buyer's Purchase Contract: 034/22
Number of the Seller's Purchase Contract: 84515

between the following parties:

Nuclear Physics Institute of the CAS, p. r. i.

Headquartered at Řež 130, 250 68 Husinec – Řež, Czech Republic
represented by: RNDr. Petr Lukáš CSc., Director
identification no.: 61389005
tax identification no.: CZ61389005
bank connection:
account number:
registered in the public register of research institutions maintained by Ministry of Education,
Youth and Sports
(hereinafter referred to as the "Buyer")

and

POCO PUMP & BLOWER LTD.

headquartered at 2380 United Boulevard, Coquitlam, BC V3K 6A3, Canada
Represented by: Joey Furuya
Business identification no.: 104533 2952
tax identification no.: 1013-4306
Bank connection: ada
account number:
(hereinafter as the "Seller")

1. Initial Provisions

- 1.1 This CONTRACT is made by and between the Buyers and the Sellers; whereby the Buyers agree to buy, and the Sellers agree to sell the under mentioned products according to the terms and conditions stipulated below.
- 1.2 The Seller declares that they have fully acquainted themselves with the scope and nature of the required performance, which they will perform based on the contract. The Seller declares that they know all technical, qualitative, and other terms and they have such capacities and professional knowledge that are necessary for the performance.
- 1.3 The seller acknowledges that the Buyer is the entity obliged to publish the contract according to the law no 340/2015 Coll., on special conditions the effectiveness of certain contracts, the disclosure of these contracts and the contracts register, as amended (hereinafter referred to as the act. 340/2015 Coll.), and if this contract meets the conditions for publication, the Buyer



of this contract shall publish a notice in the registry of contracts. The operative event for the publication of the treaty in the registry is in particular the above values for the subject of performance in excess of 50 000 CZK without VAT.

2. Subject of the Contract, quantity, unit price and total price

2.1 The Seller undertakes to deliver the following:

Line		Subject	Quant. (pcs)	Unit price (excl. VAT) USD	Total price (excl. VAT) USD
01	Pump #1	One (1) Teral Brand Vertical Multistage (Pump End Only) 316 Stainless Steel Model ASVMN654/2-57.5 Fitted With Cartridge Type Mechanical Seal SIC/SIC/Viton 65mm = 2.5" Dia. – 150# Flanges	1	5401	5401
02		Spare Mechanical Seal for Pump #1 PN: MS3043H	1	598	598
03		Motor #1: Weg Canada Model MA010402W22132MDR 7.5Kw – 3000RPM – 230/400/50/3 - TEFC	1	2953	2953
04	Pump #2	One (1) Teral Brand Vertical Multistage (Pump End Only) 316 Stainless Steel Model ASVMN 2510-5.75 Fitted With Cartridge Type Mechanical Seal SIC/SIC/Viton DN 32 = 1.25" Dia. – 300# Flanges Rated For 35L/Min @ 70 PSIG = 161.7 FTGD (49.2m)	1	1734	1734
05		Spare Mechanical Seal for Pump #2 PN: MS3041H	1	510	510
06		Motor #2: Weg Canada Model MC000402IE3DCV50HZ 0.75Kw – 2800RPM – 230/400/50/3 - TEFC	1	1048	1048
Price in total					12 244

2.2 The complete delivery includes:

- the delivery of the goods by the seller to the place of destination,
- immediate and cost-free elimination of defects claimed during the warranty period.

2.3 The Buyer undertakes to take over the subject of purchase and pay the purchase price in the amount and by the method according to Article 4 of this contract.

3. Place and time of performance

3.1 The Seller undertakes to deliver the subject of purchase to the headquarter of Nuclear Physics



Institute of the CAS, at the address:

Ustav jaderne fyziky AV CR, v.v.i., Husinec - Rez 130, 250 68 Rez, Czech Republic

- 3.2 The Seller undertakes to perform completely and hand over the subject of purchase to the Buyer within **5 months** since the conclusion of the contract.
- 3.3 The delivery will **include delivery note** and transport costs according to the contract of the object of purchase, including basic technical documentation and warranty cards. At the same time, the Seller undertakes to inform the Buyer in a timely manner (at least 5 days) that it intends to hand over the object of purchase.

4. The Price and Payment Terms

- 4.1 The Buyer undertakes to pay the Seller: **12 244 USD** without VAT. **The price does not include shipping costs.**

The purchase price stated in the Contract is fixed and final, and it includes all the costs of the Seller associated with the fulfilment of its obligations under this Contract. **The price for transport to the buyer's headquarter will be announced before the goods are sent and paid separately.** If the Seller is headquartered outside the Czech Republic, the Seller shall not specify the VAT amount and the Total Price including VAT and the tax obligation shall be transferred to the Buyer.

- 4.2 The Buyer shall pay the Seller the purchase price in the agreed amount against the proforma invoice/invoice/tax document issued by the Seller and delivered to the Buyer.
- 4.3 The proforma invoice/invoice/tax document is due in 15 days since the day of its delivery to the Buyer. The invoice/tax document shall contain all prerequisites of the tax document according to Act no. 235/2004 Coll., on value added tax, as amended.
- 4.4 The proforma invoice/invoice/tax document that does not contain the above-mentioned data or contains incorrect or incomplete data may be returned by the Buyer to the Seller before the end of its stipulated maturity period. After the properly issued invoice/tax document is delivered the stipulated maturity period begins to run again.

5. The Rights and Obligations of the Contractual Parties

- 5.1 The Seller is responsible for the subject of purchase following applicable generally binding legal, technical and safety regulations at the time of its delivery.
- 5.2 The Seller shall hand over the subject of the purchase to the Buyer properly and in time. When performing the contract, the Seller shall proceed with adequate professional care.
- 5.3 The Seller shall immediately inform the Buyer about all facts that they have identified during the performance of the contract and that may have an influence on the Buyer's interests or may lead to a change in the Buyer's procedures or attitudes.
- 5.4 The Buyer shall provide the Seller with cooperation necessary for the proper and timely provision of the performance under the contract.



6. Takeover of the Subject of Purchase

- 6.1 The title to the subject of purchase is transferred to the Buyer at the moment of takeover. The Seller shall carry the risk of damage to any part of the subject of purchase until the moment of the handover and takeover of the subject of purchase.
- 6.2 The Buyer is entitled not to accept the subject of purchase that does not correspond to the requirements of this contract or of legal regulations. If this is the case, the Buyer shall hand over to or send the Seller a notification stating the reason for refusing to accept the subject of purchase and the period for its elimination. If the notified shortcomings are not eliminated within the determined period, the subject of purchase will be considered not delivered.

7. Warranty for Quality

- 7.1 The Seller declares that the delivered device will be brand new, not used, not damaged and its quality will comply with the requirements stipulated by this contract and by legal regulations. The Seller shall prove the origin of the subject of purchase at the Buyer's request. The Seller is also responsible for the delivered device not to be encumbered with any rights of third parties, especially rights arising from industrial or other intellectual property.
- 7.2 The Seller shall provide a warranty for quality, i.e., the undertaking that the supplied equipment will be fit to be used for the purpose described in the technical documentation for the period of the warranty and that it will maintain the required properties for this entire period. The warranty period is **12 months**.
- 7.3 If the subject of performance has any defects the Buyer is entitled to:
- a) request the elimination of the defects by the supply of a new subject of purchase without defects, if this is not inadequate given the nature of the defect, or by the supply of the missing part of the subject of purchase,
 - b) request the elimination of the defects by repairing the subject of purchase,
 - c) request an adequate discount from the purchase price, or
 - d) cancel the contract.
- 7.4 Under all circumstances the Buyer has the discretion to choose from the entitlements specified in par. 7.4 of this article. However, the Buyer shall notify the Seller of their choice in a written notification of defects sent to the Seller or without undue delay after this notification.
- 7.5 The Seller shall always eliminate defects in the subject of purchase without delay, however at the latest with the period of 60 workdays after they are claimed, unless both parties agree otherwise. All costs relating to the elimination of defects shall be borne by the Seller. If the Seller does not eliminate the defects, the Buyer is entitled to secure the elimination of defects via a third person at the Seller's expense and the Seller shall refund the costs to the Buyer within 15 days after they are claimed by the Buyer in writing.
- 7.6 The Seller is not responsible for defects in the subject of purchase occurring because of common wear and tear, unprofessional use, and handling of the subject of purchase or the use of the subject of purchase for other purposes than the intended ones.
- 7.7 The seller must provide at the request of the Buyer post-warranty service for a period of at



least 2 years.

8. Sanctions

- 8.1 If the agreed deadline for the supply of the subject of purchase is not observed the buyer is entitled to demand payment of a contractual penalty in the amount of 30 USD for every even only started day of delay.
- 8.2 If being in delay with the elimination of identified defects the Seller undertakes to pay the Buyer a contractual penalty in the amount of 10 USD for every even only started day of the delay with the elimination of defects.
- 8.3 If the payment for an invoice is delayed the Seller is entitled to charge the Buyer an interest on late payment in the amount of 0.02 % of the outstanding sum without VAT for every even only started day of delay.
- 8.4 The defaulting contractual party shall pay the sanctions based on a notification delivered by the entitled contractual party with the maturity period of 30 days since the day of the delivery to the defaulting contractual party.
- 8.5 The payment of the contractual penalty is without prejudice to the Buyer's right to request damages exceeding the contractual penalty and to the Seller's obligation to pay them.

9. Cancellation of the Contract

- 9.1 This contract may be cancelled in the event of a serious violation of the obligations by one contractual party if such violation is considered serious by this contract or by law. The Buyer is entitled to cancel the contract especially if they find out that there is a delay with the handover of the subject of purchase longer than 3 months, unless both parties agree otherwise.
- 9.2 Cancellation of the contract becomes effective on the day of the delivery of a written cancellation notification to the other contractual party.

10. Final Provisions

- 10.1 The legal relations between the contractual parties established by this contract and not specifically regulated by it shall be governed by applicable provisions of Act no. 89/2012 Coll., the Civil Code, as amended, and by other generally binding legal regulations.
- 10.2 The contractual parties mutually undertake to cooperate and provide one another with all information necessary for the proper and timely performance of their obligations.
- 10.3 The contractual parties undertake to make maximum efforts to eliminate mutual disputes arising based on this contract or in relation to it and to settle them especially via authorized persons. If the contractual parties do not agree on the method of how to settle a mutual dispute, any contractual party is entitled to submit such dispute to the subject-matter and locally competent court.
- 10.4 This contract becomes valid and effective on the day it is signed by both contractual parties.



- 10.5 This contract is made in 4 counterparts (and in this case each contractual party shall receive two).
- 10.6 All changes to this contract may only be made via written annexes approved by all contractual parties. Any change to this contract in other than the written form is thus excluded. For this purpose, the exchange of e-mail or other electronic messages will not be considered the written form.
- 10.7 Questions not regulated by this contract shall be governed by applicable provisions of Act no. 89/2012 Coll., the Civil Code (under Czech law).

In Řež on (date) 5. 5. 2022

In Coquitlam BC, Canada on April 25, 2022

Buyer:

Seller:

RNDr. Petr Lukáš, CSc.
director
Nuclear Physics Institute
of the CAS, p. r. i.



Jóey Furuya
Poco Pump & Blower Ltd.