#### **PURCHASE CONTRACT**

according to § 2085 et seq. Act No. 89/2012 Coll., CZ Civil Code

between:

RGB Research Ltd.

Address: 29 Perryn Rd., London W3 7LS, United Kingdom ID: company number: 3595008 registered in England

VAT number: GB202778808

Bank details: IBAN: xxx; SWIFT: xxx

Bank name .Coutts & Co, 440 Strand, London WC2R ORQ, UK

acting / represented by: xxx

(hereinafter referred to as "Seller")

And

Jan Evangelista Purkyně University in Ústí nad Labem, Faculty of Environment Pasteurova 3544/1, 400 96 Ústí nad Labem

ID: 44555601

VAT number: CZ44555601

Bank connection: ČSOB, branch in Ústí n. L, IBAN CZ10 0300 0000 0002 6011 2295; BIC/SWIFT

**CEKOCZPP** 

Represented by: doc. RNDr. Jaroslav Kouský, Ph.D. rector person authorized to act: doc. Dr Ing. Pavel Kuráň - dean

(hereinafter referred to as "Buyer")

The seller and the buyer are also referred to as the "contracting party" or together as the "contracting parties".

# I. Object of the contract

- 1. By this contract, the seller undertakes to hand over the object of purchase to the buyer, namely the Element Collection Boxed Set in oak hardwood containing 90 deluxe samples of the natural elements from the periodic table in 7ml glass vials with engraved lids displaying their chemical symbols along with 28 empty vials with engraved lids representing the remaining elements (hereinafter referred to as the "goods") and to enable the acquisition of ownership rights to it, and the buyer undertakes to take over and pay for the goods on the basis of this contract to the seller for the delivered goods, the purchase price specified in Article II. this contract.
- 2. In addition, the subject of the contract is, in addition to handing over the required goods, including accessories and possibly consumables necessary for full use of the delivered goods, assembly, installation, commissioning, performance of all operational tests according to applicable legislation, and handing over the corresponding service documentation, if it is necessary. The exact specification of the goods is given QUOTATION 2023041907 offer and technical description of the offer.

# Purchase price of goods

The purchase price of the goods is £4455 and £560 for delivery without VAT.

The purchase price is the maximum permissible and unexceeded price and is the final price.

The purchase price of the subject of the contract will be paid by the buyer on the basis of the invoice issued by the seller. In the event that the invoice does not have the appropriate details, the buyer is entitled to send it back to the seller within the due date for completion without falling into arrears. In such a case, the due date begins to run again from the re-sending of the properly supplemented or corrected invoice.

The buyer will not provide the seller with an advance on the purchase price.

The seller is entitled to issue an invoice only after the proper delivery of faultless goods to the buyer. The invoice is due within 30 days from the date of its delivery to the buyer on the e-mail confirmation on the handover, to the bank account of the seller, which is listed in the header of this contract. Sending the purchase price to the seller's account listed in the header of this contract with transfer charges covered is considered payment of the purchase price.

The ownership right to the goods according to this purchase contract is transferred to the buyer at the moment the invoice is paid in full.

### III.

## Time and place of performance

The seller undertakes to dispatch the goods to the buyer within 10 business days of confirmation of the order and after the publication of this contract in the register of contracts. The seller must inform the authorized employees of the buyer about the delivery date at least 3 working days in advance. The exact date and method of delivery will be agreed upon by the authorized representatives of the seller and the buyer.

Two element samples (Th and U) require a UK Government export licence. Seller will provide the Buyer with the relevant form to be completed and apply for this. These samples, together with the other radioactive samples in the set (Tc, Pm, Po, At, Rn, Fr, Ra, Ac, Pa) will be sent together in a second consignment after the licence has been issued. Payment of the full invoice will not be delayed pending arrival of these further samples once a copy of the export licence has been sent by email to seller.

The authorized representative of the seller is: xxx tel xxx email xxx.

The authorized representative of the buyer is doc. Dr Pavel Kuran

Delivery of goods is considered to be:

a. delivery to the address prof. Jiri Orava, Faculty of Environment, Pasteurova 3632/15, Usti nad Labem 400 96, Czech Republic

#### IV.

# **Quality guarantee**

The seller undertakes to deliver the goods to the buyer in a quality that will be in accordance with the relevant applicable legal regulations and technical or other standards, both in the Czech Republic and in the country of the goods manufacturer.

The seller provides the buyer with a guarantee for the quality of the goods. The warranty period is 12 months and starts running from the day following delivery of the goods.

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#### **Final Provisions**

- 1) Changes and additions to this contract are only possible in written form with numbered amendments and based on the mutual agreement of both contracting parties.
- 2) Any disputes arising from this contract and in connection with it will be resolved by the contracting parties primarily by mutual agreement, in the event of a legal dispute, the locally competent Czech court based on the customer's registered office will decide according to Czech law.
- 3) This contract is concluded in two copies, of which one copies will be received by the buyer and one copy by the seller. The signature can be implemented using a guaranteed electronic signature, if both parties have it and accept it.
- 4) Both contracting parties declare that they have read this contract before signing it, understand its content, agree with its content, and that this contract is a manifestation of their true and free will, and that it is not concluded under pressure or under noticeably disadvantageous conditions. In proof thereof, they affix their signatures.
- 5) The seller expressly declares that the publication of this contract in accordance with the law on the register of contracts is not a violation of his trade secret.
- 6) This contract becomes valid and effective on the day of its publication in the register of contracts.
- 7) The contracting parties acknowledge that the buyer is, in the sense of § 2 paragraph 1 letter e) Act No. 340/2015 Coll. as amended by the person subject to the obligation to publish contracts in the register of contracts. The buyer shall ensure publication through the register of contracts within 30 days of the conclusion of the contract.

In:	Northumberland, UK	In Ústí nad Labem on
 Seller	Dr Max Whitby RGB Research Ltd	doc. Dr. Ing. Pavel Kuráň - dean