

Annex No. 2 – Proposal of the Purchase Contract

**"Purchase of OSL reader "**

the Contracting Parties conclude pursuant to § 2079 et seq. of the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter "Civil Code"), this contract

**1 CONTRACTING PARTIES**

University of Hradec Králové, Faculty of Philosophy  
with registered office at Rokitanského 62, 500 03 Hradec Králové  
ID: 62690094  
TAX ID: CZ62690094

Public institution of higher education in accordance with Act No. 111/1998 Coll.,  
Non-registered in the Commercial Register

**represented by: Mgr. Jan Prouza, Ph.D.,** Dean of the Faculty of Philosophy

**Contact person:** [REDACTED]

hereinafter referred to as: **"Buyer"**

and

Supplier: ZERO-RAD Sp. z o.o.

with registered office: ul. Księcia Adama Jerzego Czartoryskiego 3/5, 42-200  
Częstochowa, Poland

represented by: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

ID:

TAX ID: 9492236203

Payer of VAT: no, ZERO-RAD Sp. Z o.o. is not a VAT payer.

Registered in the Commercial Register: The National Court Register (KRS) SĄD  
REJONOWY W CZĘSTOCHOWIE, XVII WYDZIAŁ. GOSPODARCZY KRAJOWEGO  
REJESTRU SĄDOWEGO, REJESTR PRZEDSIĘBIORCÓW, KRS 0000762471

Bank account: PL54105011421000009031979926, SWIFT: INGBPLPW

Contact person: [REDACTED] [REDACTED] [REDACTED] [REDACTED]

hereinafter referred to as: **"Seller"**

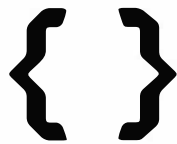
made the following agreement:

**2 SUBJECT OF THE CONTRACT**

2.1 The Seller is the sole owner of the Goods – OSL reader - which are specified in Annex No. 1 to the Contract, which is an integral component of this Contract (hereinafter also referred to as "Goods"). The Seller declares that the delivered Goods are new and unused.

2.2 Based on this contract, the Seller sells the Goods specified above to the Buyer's ownership for the purchase price which resulted from the related small-scale public contract.

2.3 The Seller undertakes to transfer to the Buyer the ownership title to the Goods under the conditions specified below, to install the Goods and to provide the Buyer's representative with proper training and instructions; the Buyer undertakes to take the Goods over and to pay the Seller the agreed purchase price for the Goods.



### 3 PRICE AND PAYMENT TERMS

- 3.1 Under this Contract the Buyer undertakes to pay the Seller for the Goods the total purchase price specified as follows:

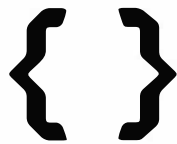
Total price in EUR, <b>VAT excluded</b>	33.000,-
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The budget of the total purchase price is specified in and is a part of Annex No. 1 to the Contract.

The price – apart from possible deposit - shall be paid after proper and perfect performance of the terms of the Contract (see 4.2).

**The total price includes all payments, fees etc. connected with the purchase, including duty fee of the shipment and the costs of the customs clearance/duty proceedings, as well as all the transportation costs and foreign exchange rate differences.**

- 3.2 The VAT rate and amount will be calculated by the Seller in accordance with the legal regulations of the Czech Republic (Act No. 235/2004 Coll., on the Value Added Tax, as amended, especially its Annexes).
- 3.3 The Buyer shall pay the purchase price to the Seller via bank transfer to the Seller's account specified in Art. 1 of this Contract as followed:
- 3.3.1 The Buyer agrees with putting down a deposit which may amount up to 30 % (in words: thirty percent) of the total price; the Seller may issue a pre-payment invoice (pro-forma invoice, i. e. – invoice for the deposit sum) within 15 days from the date this agreement comes into effect.
- 3.3.2 Within 15 days from receiving the deposit according the previous paragraph (or within the date of the chargeable event – i. e. the delivery; whichever comes first) the Seller **shall issue an advance payment invoice – tax document regarding the received deposit payment.**
- 3.3.3. The rest of the total price shall be paid by the Buyer on the basis of the tax document (invoice) issued by the Seller to the date of chargeable event/taxable supply, which is, according to 4.2 of this Contract, the day on which the Protocol is signed. The tax document (invoice) is due within 30 days of its delivery to the Buyer.
- 3.3.4 Shall the Buyer withdraw from this Contract for reasons of breach of this Contract by the Seller or on behalf of the Seller according to Article 7 of this Contract, any paid deposit is to be returned to the Buyer within 15 days from the written notice sent by the Buyer to the Seller.
- 3.4 The Seller shall issue the tax document (invoice). The tax document shall meet all the requirements imposed on the tax and accounting documents by Act No. 563/1991 Coll., on accounting, as amended, and by Act No. 235/2004 Coll., on the Value Added Tax, as amended, and the tax document shall also meet the requirements imposed on the business document by § 435 of the Civil Code, as amended. If the tax document does not meet such requirements, it will be returned by the Buyer by the due date of the tax document for corrections without being paid. In such a case, the maturity period starts again from the date of the delivery of the corrected tax document or the delivery of the newly issued tax document.



The invoice shall be sent in advance in the electronic form to the Buyer (the contact person respectively) so that all the essentials can be checked.

The invoice in the paper form shall be handed over along with the delivery of the Goods.

#### **4 HANDING OVER OF THE GOODS, OWNERSHIP TRANSITION AND RISK OF DAMAGE**

- 4.1 The Seller shall deliver the Goods to the Buyer to the place of performance (including the relevant software) **no later than 275 days from the date on which this Contract becomes effective**. The seller will also provide on-line training and provide technical assistance and advice in the usage.

**The place of performance is** University of Hradec Králové, Víta Nejedlého 573/4, Hradec Králové, 500 03, building „E“ (GPS: 50°12'38.92"N, 15°50'59.74"E).

Based on this Contract, the delivery of performance is deemed to have been fulfilled under the following conditions:

- the Goods including the appropriate documentation have been properly **handed over**;
- the Goods have been delivered to the agreed destination (including the software installation) and technical assistance for putting the device into operation has been provided;

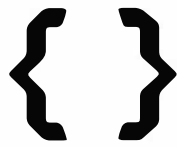
The Seller assumes the liability for any material damage caused to the Buyer or third parties as a result of the Seller's actions (i.e. for example in case of destruction or damage of the property, such as entrances, fences, doors, paint, tiles, eclectic installations and data networks). The Seller is obliged to immediately repair the damages, or, if the damage cannot be repaired, to provide financial compensation.

- 4.2 **The protocol/delivery note** on the hand-over and take-over of the Goods and the related documents pursuant to Art. 4.1 of this Contract **shall be signed** by both the Contracting Parties. At the moment when the delivery note on the hand-over and take-over is signed, the **subject of delivery is fulfilled**.

The Buyer acquires the ownership title to the Goods upon their hand-over and take-over. The risk of an accidental deterioration and accidental worsening of the Goods, including the benefits, passes to the Buyer at the moment of the proper hand-over of the Goods. This does not relieve the Seller of liability for damages resulting from defects in delivery.

- 4.3 The costs resulting from the delivery of the Goods, especially from transport, packaging, installation, etc. shall be borne by the Seller.

- 4.4 The Buyer is not obliged to take over a delivery that shows defects and imperfections, although they themselves or in conjunction with others would not prevent the proper use of the delivery. If the Buyer does not use the right not to take over the delivery showing defects and imperfections, then the Buyer and Seller shall list these defects and imperfections in the Hand-over Protocol, including the ways and terms of their removal. If the Protocol does not include any agreement made by the Buyer and Seller concerning the term of the removal, the defects and imperfections shall be removed within the time period of five working days starting from the date of the hand-over and take-over of the delivery.



- 4.5 If the Seller fails to deliver the Goods to the Buyer timely, the Buyer is entitled to charge the Seller with the **contractual penalty** amounting 0.1 % of the purchase price of the undelivered Goods for each (even started) calendar day of delay. This is without prejudice to the right to claim compensation.
- 4.6. "Force majeure" means any situation or event that:
- prevents either party from fulfilling their obligations under the Contract,
  - was unforeseeable, exceptional situation and beyond the parties' control,
  - was not due to error or negligence on their part (or on the part of third parties involved in the action), and
  - proves to be inevitable in spite of exercising all due diligence.

The following cannot be invoked as force majeure:

- any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure,
- labour disputes or strikes, or
- financial difficulties.

Any situation constituting force majeure must be formally notified to the other party without delay, stating the nature, likely duration and foreseeable effects.

The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of the action as soon as possible.

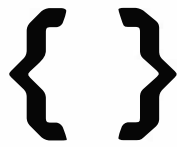
The party prevented by force majeure from fulfilling its obligations under the Agreement cannot be considered in breach of them.

## 5 DOCUMENTS

- 5.1 In addition to the Goods, the Seller provides the Buyer with the following documents needed for the use of the Goods; this applies in particular to the following documents:
- a list of the devices / equipment included in the delivery,
  - the declaration on the conformity of all the devices / equipment with the approved standards,
  - protocols on successful tests of the Goods including protocols demonstrating compliance with all the tender specifications for the required parameters and characteristic features of the delivery,
  - operating and maintenance instructions, conditions for maintenance and protection of the device.
- 5.2 The documentation shall be submitted in Czech, English or, if agreed with the Buyer, in another language. If the Seller does not provide the Buyer with the required documentation, the delivery is not considered as properly finished and as appropriate for being handed over.

## 6 THE LIABILITY FOR DEFECTIVE GOODS

- 6.1 The Seller provides a guarantee for the quality of the Goods (see Annex No. 1 to the Contract). **The warranty period is 24 months for all parts of delivery specified in this agreement** and starts from the date on which the delivery



was fully accomplished and performed in accordance with paragraph 4.1 of this Contract (i.e. including the installation).

- 6.2 The Seller is responsible for ensuring that for the whole Warranty Period the Goods will have the properties agreed in this Contract, in particular the properties listed in Annex No. 1 to the Contract.
- 6.3 The warranty period starts on the date on which the Protocol/delivery note on the complete delivery being handed-over to and being taken-over by the Seller is signed. If the Buyer accepts the delivery with at least one minor defect or imperfection, the warranty period starts to run on the date on which the latest defect or imperfection is removed.
- 6.4 In case of a conflict between the warranty period specified in this Contract and the warranty period specified in the separate warranty certificates or warranty statements related to the parts of the delivered Goods, the longer warranty period shall always apply.
- 6.5 During the warranty period, the Seller is obliged to carry out free of charge all servicing tasks whose performance makes the warranty valid. During the warranty period, the Seller is at least once a year also obliged, based on the Buyer's written request, to carry out a free service inspection of all the delivered parts of the device. During this inspection, the basic service tasks shall be carried out, especially the adjustment of the device.
- 6.6 During the warranty period, the Seller is obliged to provide free updates of the delivered software, namely immediately at the moment of its release.
- 6.7 The Buyer must claim the defects with the Seller without undue delay after becoming aware of them. The Seller undertakes to remove the claimed defects of the delivery free of charge.
- 6.8 If a defect or defects not brought to the attention of the Buyer by the Seller are subsequently discovered, the Buyer shall have the right to a free repair or replacement of the Goods **within 15 days from the date** of the defect notification, unless agreed otherwise in writing, or the right to a reasonable discount on the agreed price relevant to the nature and extent of the defect. If it is a defect that makes the Goods unusable, the Buyer has also the right to withdraw from this Contract. Then the Seller shall take over the Goods for repair **at the Buyer's contact address** or the Goods shall be sent to the Seller at his / her expense, unless the Parties agree otherwise. The Seller shall not require the original packaging if the Goods are handed over for repair. A Protocol on the removal of the defect in which the defect removal will be confirmed shall be drawn up by both the Contracting Parties. The warranty period is extended by the time period that elapsed between the claim and the removal of the defect.
- 6.9 The Buyer is entitled to make a choice of the most convenient way of removing the defect. If the same defect appears during the warranty period at least three times or if more than five defects appear on the Goods during the warranty period, the Buyer has the right to require the removal of the defect by a delivery of a new performance or to withdraw from the Contract, even if the most recent defect is removable by a repair.
- 6.10 The Seller further undertakes to send his / her service technician to remove the defect within 6 days of receiving the claim. If the arriving Seller's service technician does not remove the claimed defect, the Seller undertakes to examine the claim, notify the Buyer within 2 working days whether he / she acknowledges the claim, and to agree on the date of the defect removal (the date for the defect removal shall always be agreed in writing). If the Seller fails to do so within this

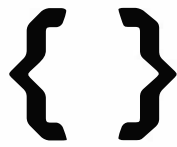
specified period, he / she shall be deemed to accept the claim and remove it within the term specified in paragraph. 6.8 of the Contract.

- 6.11 Furthermore, the provided warranties do not apply to defects caused by improper handling, improper or inappropriate maintenance or failures to comply with the manufacturers' operating and maintenance regulations.
- 6.12 If the Seller does not remove the defect within the agreed time period or – if such a time period was not agreed – within the period specified under paragraph 6.8 of the Contract or if the Seller refuses to remove the defects, the Buyer is entitled to remove the defect on his own costs. The Seller is obliged to pay the Buyer the costs incurred in removing the defect within 30 days from the date when they were claimed in writing from the Seller. In cases when the warranty conditions indicate that warranty repairs may be only performed by an authorised person or when an unauthorised interference is associated with the loss of the warranty rights, the Buyer may only remove the defect by using the services of an authorised person.
- 6.13 The Buyer has the right to withdraw from this Contract also if the Seller assured him that the Goods have certain properties, in particular those specified by the Buyer, or that the Goods have no defects, and this assurance proves false.
- 6.14 The Buyer has the right to be reimbursed the necessary costs incurred in connection with the exercise of rights arising from liability for defects.
- 6.15 The exercise of liability rights for defects is without prejudice to the right to claim compensation.

## **7 WITHDRAWAL FROM THE CONTRACT**

- 7.1 A Contracting Party affected by a breach of the obligation may withdraw from the Contract unilaterally for a substantial breach of this Contract, which applies in particular to the following cases:
  - a) the Buyer's side: if the Buyer does not pay the purchase price specified in this Contract within the time period longer than 30 days after the due date of the particular invoice,
  - b) the Seller's side: if the Seller fails to properly and timely deliver the subject of this Contract, in case the Seller did not provide remedies within the additional period of time provided in writing by the Buyer, even though the Seller was notified in writing by the Buyer of the failure to comply with this Contract; if it is obvious from the Seller's behaviour that he / she will not fulfil his / her obligations even within 5 days after the expiry of the additional period of performance, the Buyer is entitled to withdraw from the Contract without being obliged to notify the Seller;
  - c) the Seller's side: if the device is during the warranty period due to its defect out of order for at least 30 days in the period of six months or is cumulatively out of order for the period of 2 months.
- 7.2 A Contracting Party affected by a breach of the obligation by the other Party is obliged to notify its withdrawal from the Contract in writing to the other Contracting Party to the address indicated in the header of this Contract or to his / her most recently known address.

## **8 CONCLUDING PROVISIONS**

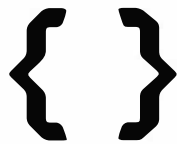


- 8.1 The Seller acknowledges that he / she is a person obliged to cooperate in performing financial control pursuant to § 2 paragraph e) of Act No. 320/2001 Coll., on financial control in administration, as amended. The Seller undertakes to allow all the entities authorised to carry out the inspection of the Project from whose funds the delivery is paid to carry out the inspection of the documents related to the performance of the order for the period specified by the legislation of the Czech Republic for their archiving (Act No. 563/1991 Coll., on accounting, and Act No. 235/2004 Coll., on the Value Added Tax). The Seller undertakes to keep the documents related to the performance of this order at least until 31. 12. 2033.

The Seller confirms that no employee of the Client or a member of the Client's statutory body, the Client's statutory body, a member of the Client's management body, a member of the project implementation team nor a person who participated in the public procurement in question was involved in processing of the Seller's offer; the Seller also declares that with regard to the performance on the basis of its offer there is no conflict of interest in the sense of the provisions of § 44 of Act no. No. 134/2016 Coll. as amended.

The Seller declares that all work on the performance of this contract will be carried out in accordance with labor law regulations (especially remuneration, organization of working hours, rest periods, safety and health rules at work), that all foreign nationals who will participate in the performance contracts shall meet the conditions of permanent residence and entrepreneurship or working conditions of foreigners (i.e., in particular, that these shall all have the necessary residence permits in the relevant country, work permits, etc.) and all persons involved in the performance of the contract are duly registered in the relevant registers (esp. the personal income tax, public health insurance and social security agenda); the Seller also declares that only persons with the appropriate business license will be used as subcontractors for the performance of the contract. By signing this Agreement, the Carrier also honestly declares that no public authority has initiated proceedings for breach of labor law and / or any relevant anti-discrimination act, and that he/she will duly and timely meet its financial obligations to its subcontractors, where full and timely performance is considered to be full payment of invoices issued by the subcontractor for services provided for the performance of the public contract in accordance with the Contract concluded with the subcontractor. A breach of the obligation set out in this Article is a material breach of the Treaty with all the consequences thereof.

- 8.2 The Buyer is entitled to withdraw from the Contract or only partially withdraw from the Contract especially in case that the payment by the fund provider (e.g. by the Ministry of Education) is not released to the Buyer.
- 8.3 The Seller confirms that the following persons have not participated in the processing of the offer: an employee of the Contracting Authority or a member of the Contracting Authority's statutory body, the Contracting Authority's statutory body, a member of the Contracting Authority's managing body, a member of the project implementation team or a person who, on the basis of a contractual relationship, participated in the tendering of the contract, respectively a tenderer who is an employee of the Contracting Authority or a member of the project implementation team or a person who, on the basis of a contractual relationship, participated in the tendering of the public contract, or whose sub-supplier is the Contracting Authority's employee, a member of the project implementation team or a person who, on the basis of a contractual relationship, participated in the tendering of the public contract.



- 8.4 Unless this Contract stipulates otherwise, the rights and obligations of the Contracting Parties are governed by the relevant provisions of Act No. 89/2012 Coll., as amended. This Contract is governed by the Czech law; in case of any disputes on matters under this Contract, which cannot be resolved by an amicable settlement, the matter shall have to be decided in accordance with the jurisdiction of the Buyer's country.
- 8.5 If both the Contracting Parties agree, then the Contract is concluded electronically – otherwise the Contract is concluded in writing, and each Party receives 1 original of the Contract.
- 8.6 The contract may be only amended by written amendments signed by both the Contracting Parties and numbered in the ascending order.
- 8.7 The Contracting Parties declare that this Contract is concluded according to their free, serious, definite, comprehensible and error-free will. The Contracting Parties have read the Contract and agree with its contents, which is confirmed by the Contracting Parties' handwritten signatures.
- 8.8 This Contract becomes effective on the date on which it is signed by the authorised representatives of both the Contracting Parties.
- 8.9 This Contract will be published in the publicly accessible Register of Contracts. The Contract becomes effective on the date of its publication.
- 8.10 The entry in the Register of contracts shall also contain the data pursuant to the Act on the Register of Contracts.
- 8.11 The Buyer secures the publication in the Register of contracts pursuant to the Act on the Register. When the registration is finished, the Buyer provides the Seller with one copy of the Contract.

Annex No. 1 to the Contract: Performance specification

In Hradec Králové on .....

In Częstochowa on.....

.....  
**Buyer**  
**Mgr. Jan Prouza, Ph.D.**  
Dean of the Faculty of Philosophy of UHK  
.....

.....  
[Redacted signature]

.....  
[Redacted signature]





ZERO-RAD Sp. z o.o.  
ul. Księcia Adama Jerzego Czartoryskiego 3/5  
42-200 Częstochowa  
Poland  
zero-rad.com

<b>Jan Horák</b> <b>University of Hradec Králové</b> <b>Czech Republic</b>	Contact person: [REDACTED] [REDACTED] [REDACTED]
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## Quotation

Quotation No: 2023/06  
Date: 2023-06-30

No.	Product	Net price EUR
1.	Helios Ex – the high-level research instrument with two fully controlled stimulation sources (blue, infrared), stimulation and detection filters selected by the manufacturer (detection range suitable for quartz and feldspar), extended detection at UV (quartz windows), high-speed photon counting electronics, dielectric coated detection filters, safe light: orange and red, advanced control functions and data handling.	29 500
1 a.	Heating drawer with a temperature control unit (pre-heating and OSL at elevated temperature).	3 200
2.	Additional sample compartment (replaceable), each.	300

### Terms:

Delivery time: 6 – 9 months (depending on the configuration, after the payment)  
Prices: All prices are without duties and taxes. Free delivery included.  
Payment: Payment by bank transfer within 30 days from the date of issuing the invoice.  
Packing: Portable suitcase included.  
Validity of quote: 31 August 2023