



UNIVERSITY OF OSTRAVA  
FACULTY OF EDUCATION

## Purchase Contract

### Parties:

#### University of Ostrava

with registered office: Dvořákova 7, 701 03 Ostrava, Czech Republic

ID NO.: 619 88 987

DIC: CZ61988987

Represented by: doc. Mgr. Daniel Jandačka, Ph.D., Dean of the Faculty of Education

Bank account: CNB, Ostrava branch

Account number: 931761/0710

contact person: doc. Mgr. Steriani Elavsky, Ph.D., [steriani.elavsky@osu.cz](mailto:steriani.elavsky@osu.cz)

(hereinafter referred to as the "**Buyer**")

on the one hand

and

#### Atmotech Inc.

with registered office: 100 Pine Street, Suite 1250 San Francisco, California 94111,  
United States of America

VAT NUMBER: DE321172462

represented by: Secretary, Igor Mikhnenko [info@atmotube.com](mailto:info@atmotube.com)

Bank account: Atmotech Inc.

IBAN: BE57 9672 2063 3435

BIC/SWIFT: TRWIBEB1XXX

Bank Address: Wise Europe SA, Rue du Trône 100, 3rd floor, Brussels, 1050, Belgium

(hereinafter referred to as: "**Seller**"/Supplier)

on the other hand

have entered into the following purchase contract (hereinafter referred to as the "Contract") on the date, month and year indicated below in accordance with the provisions of Section 2079 et seq. of Act No. 89/2012 Coll., Civil Code, as amended:

University of Ostrava, Faculty of Education / Fráni Šrámka 3 / 709 00 Ostrava / Czech Republic

email: [eva.polackova@osu.cz](mailto:eva.polackova@osu.cz) / phone: +420 553 464 035

[www.pdf.osu.cz](http://www.pdf.osu.cz)



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## **Article I. Subject of the Contract**

1. The Seller undertakes to deliver to the Buyer, under the terms and conditions set out in this Contract, the subject of purchase set out in Article II of this Contract. The Seller undertakes to hand over the object of purchase to the Buyer and to enable the Buyer to acquire ownership of it.
2. The Buyer undertakes to take over the object of purchase and to pay the Seller the price set out in this contract under the conditions set out in this contract.

## **Article II. The Object of the Purchase**

1. The object of purchase is **100 pcs Atmotube PRO (Wearable, portable air quality monitor and weather station)**.
2. The Seller undertakes to deliver the object of purchase to the Buyer within 20 days of signing the contract.
3. The object of purchase will be handed over by the Seller and accepted by the Buyer on the basis of a mutually signed handover protocol or delivery note. The buyer is not obliged to accept the object of purchase which shows any defect or incompleteness.
4. Place of fulfilment: Faculty of Education, University of Ostrava, Moravská Ostrava 3397, 702 00 Ostrava, Czech Republic, Mgr. Steriani Elavsky, Ph.D., [steriani.elavsky@osu.cz](mailto:steriani.elavsky@osu.cz).

## **Article III. The Purchase Price**

1. The Purchase Price shall be paid by the Buyer to the Seller after the handover and acceptance of the Purchased Item and the signing of the handover protocol by the authorized representatives of both Parties.
2. The Buyer undertakes to pay the Seller the purchase price for the delivery of the subject of purchase in the amount of:  
**14,000 EURO      VAT exclusive**
3. The purchase price shall be paid by the buyer on the basis of a tax document - invoice after the handover and acceptance of the object of purchase and the signing of the handover protocol or delivery note by authorised representatives



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of both parties. The invoice is due 30 days from the date of its delivery to the Buyer.

4. Tax document - the invoice must contain all the elements of a proper accounting and tax document within the meaning of the relevant legislation, in particular Act No. 235/2004 Coll., on value added tax, as amended.

The invoice must include the name and registration number of the project:

**The data described/study is from the project „Research of Excellence on Digital Technologies and Wellbeing CZ.02.01.01/00/22\_008/0004583**

In the event that the invoice does not have the appropriate elements, the buyer is entitled to return it to the seller for completion within the due date without defaulting on the due date. The due date starts again from the date of delivery of the duly completed or corrected document to the buyer.

#### **Article IV.**

#### **Warranty for the Object of Purchase**

1. The Seller shall provide the Buyer with a guarantee for the quality of the equipment (the subject of purchase) under this Contract for a period of 24 months.
2. The warranty period starts from the date of proper handover and acceptance of the object of purchase from the Seller on the basis of the signature of the handover protocol or delivery note by authorised representatives of both parties.
3. The Buyer is obliged to report defects to the Seller immediately after discovering them, by telephone, e-mail or in writing to the Seller's address specified in the header of this contract. Even a complaint sent by the Buyer on the last day of the warranty period shall be deemed to be timely filed.
4. Warranty repairs shall be carried out by the Seller free of charge and without delay with regard to the type of defect in the equipment. The Seller undertakes to ensure that the defect is rectified within 20 working days) of the Buyer reporting the defect, unless otherwise agreed in writing.
5. The Parties shall draw up a report on the removal of the claimed defect, in which they shall confirm the removal of the defect. The warranty period shall be extended by the period of time (during which the Buyer cannot use the object of purchase due to defects for which the Seller is liable, i.e. also due to their solution, which shall expire from the date of the claimed defect until the date of removal of the defect).



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## **Article V. Contractual Penalties and Damages**

1. In the event of default by the Seller in the performance of its obligations under Article II, paragraph 2 and IV, paragraph 4 of this Contract, the Buyer shall be entitled to demand payment of a contractual penalty from the Seller in the amount of 0.5% of the contractual price for each day of default by the Seller, without prejudice to the Buyer's right to compensation for damages, even to the extent that any compensation for damages exceeds the contractual penalty.
2. In the event of delay by the Buyer in payment of the invoice, the Seller is entitled to claim against the Buyer only default interest in the amount of 0.05% of the amount due for each day of delay in payment of the invoice.

## **Article VI. Other Arrangements**

1. The Seller shall transfer the ownership right to the object of purchase to the Buyer on the date of proper handover and acceptance of the object of purchase on the basis of the signing of the handover protocol or the delivery note by authorised representatives of both parties. At the same moment, the risk of damage to the goods shall also pass to the buyer.
2. All communications or other acts of the parties under this contract shall be addressed to the following representatives of the parties:  
For the Seller: **Sasha Xarcenka** [info@atmotube.com](mailto:info@atmotube.com) tel. +1 628 239 3351  
For the Buyer: doc. Mgr. Steriani Elavsky, Ph.D., [steriani.elavsky@osu.cz](mailto:steriani.elavsky@osu.cz), tel. +420 553 462 804
3. In the case of contractual penalties, the obliged party must pay the party entitled to contractual penalties (contractual penalties) within 30 calendar days of receipt of the relevant invoice from the other party.

## **Article VII. Termination of the Contract**

1. This contract may be terminated by written agreement of the parties or by withdrawal from the contract for the reasons set out in this contract or in law.



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2. This contract may be terminated by a contracting party for material breach of a contractual obligation by the other contracting party. A material breach of a contractual obligation shall in particular be deemed to be:
  - (a) failure on the part of the Buyer to pay the purchase price under this Agreement within a period of more than 30 days after the due date of the relevant invoice,
  - b) on the part of the Seller, if the object of purchase (or part thereof) is not properly delivered within the agreed time,
  - c) on the part of the Seller, if the object of purchase does not have the characteristics declared by the Seller in this contract or the characteristics resulting from this contract,
  - (d) on the part of the Seller, if the Seller is in default in remedying the defects under Article IV of this Contract.
3. Withdrawal from this contract must be made in writing. The effects of withdrawal from this contract shall take effect on the date on which the written withdrawal is delivered by the withdrawing party to the other party.

### **Article VIII. Final Provisions**

1. All legal relations not regulated by this contract shall be governed by the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and other generally binding legal regulations.
2. The Contract may be amended and supplemented only in writing by numbered amendments. Both contracting parties have the right to submit an amendment to the contract.
3. This contract is concluded in two copies, one of which shall be given to each party.
4. The Buyer is an obliged entity according to Act No. 340/2015 Coll., on the Register of Contracts (hereinafter referred to as the "Act on the Register of Contracts"). The Seller acknowledges and expressly agrees that this contract is subject to publication in the Register of Contracts (public administration information system administered by the Ministry of the Interior). The Purchaser undertakes to publish this Contract in accordance with the relevant Act on the Register of Contracts.
5. This Contract shall enter into force on the date of signing and shall come into force at the earliest on the date of publication of the Contract in the Register of



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Contracts. The Buyer shall notify the Seller of this fact by sending an extract from the Register of Contracts.


6. The Parties declare that the Contract has been concluded on the basis of their true, free will, free from any mistake, that they have been informed of the contents of the Contract, have fully understood it and agree to it without reservation; they affix their signatures at the end to prove it.

Done on: 7th of March 2024

In Ostrava on:

**Seller: Atmotech Inc.**

**Buyer:**

DocuSigned by:  


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**Igor Mikhnenko, Secretary,  
Atmotech Inc.**

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Faculty of Education  
Doc. Mgr. Daniel Jandačka, Ph.D.  
Dean of the Faculty  
University of Ostrava