



- 1.1 Under this Contract the Seller shall hand over to the Buyer a set of devices, which shall meet requirements listed in Annex 1 (Technical Description of the Offered Performance) and Annex 2 (Technical Specifications) to this Contract (“Object of Purchase”) and shall transfer to the Buyer ownership right to the Object of Purchase, and the Buyer shall take over the Object of Purchase and shall pay the Seller the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.
- 1.2 Under this Contract the Seller shall also hand over to the Buyer manuals of the Object of Purchase and other documents that are necessary for the proper takeover and use of the Object of Purchase in Czech or English language and hand over the declaration of conformity of the Object of Purchase with the approved standards, if there are any.
- 1.3 The Seller promises to the Buyer that if for the fulfillment of the requirements of the Buyer under this Contract or the proper operation of the Object of Purchase are necessary other deliveries and activities not mentioned in this Contract, the Seller shall procure such deliveries or shall carry out such activities at its own expense without any effect on the Purchase Price.

## II.

### TIME AND PLACE OF DELIVERY

- 2.1. The Seller shall ship the Object of Purchase by June 10<sup>th</sup> June 2024 to the Place of delivery. Estimated time of delivery to the Place of delivery is June 17<sup>th</sup> June 2024.
- 2.2. The shipment terms are DDP INCOTERMS.
- 2.3. The place of delivery is Václav Havel Airport Prague.

## III.

### THE OWNERSHIP RIGHT

- 3.1 The ownership right to the Object of Purchase shall be transferred to the Buyer upon the arrival at the Place of delivery.

## IV.

### PRICE AND PAYMENT TERMS

- 4.1. The purchase price for the Object of Purchase is 484,900 USD according to Annex No. 2 (Technical Specifications) (“Purchase Price”).
- 4.2. The Purchase Price cannot be exceeded and includes all costs and expenses of the Seller related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the delivery, costs of copyright, insurance, warranty service and any other costs and expenses connected with the performance of this Contract. Canadian VAT will not apply to this delivery.
- 4.3. The Purchase Price may be changed only if the change is done in accordance with the Act No. 134/2016 Coll., Public Procurement Act.
- 4.4. The Purchase Price for the Object of Purchase shall be paid in USD on the basis of a tax documents – invoices, to the account of the Seller designated in the invoice.
- 4.5. The Buyer shall realize payments on the basis of duly issued invoices. The invoices will be sent in electronic form to the email address: xxxxx. The Purchase price will be paid in two payments. The Seller will sent to the Buyer first invoice after signature of the Contract. The Buyer shall

realize the first payment as soon as possible, first business day after receipt of the invoice at the latest. The Seller will send to the Buyer second invoice after delivery of the Object of the Purchase in accordance with this Contract. The Buyer shall realize the second payment within 15 days from receipt of the second invoice. The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Buyer's account on behalf of the Seller's account.

- 4.6. The invoice issued by the Seller as a tax document must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Seller in accordance with this Contract shall contain in particular following information:
- a) name and registered office of the Buyer,
  - b) tax identification number of the Buyer,
  - c) name and registered office of the Seller,
  - d) tax identification number of the Seller,
  - e) registration number of the tax invoice,
  - f) scope of the performance (including the reference to this Contract),
  - g) the date of the issue of the tax document,
  - h) the date of the fulfilment of the Contract,
  - i) Purchase Price,

and must comply with the double tax avoidance agreements, if applicable.

- 4.7. In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Seller during its maturity period and this shall not be considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice to the Buyer.

## **V. SELLER'S DUTIES**

- 5.1. The Seller shall ensure that the Object of Purchase is in compliance with this Contract including all its annexes and applicable legal (e.g. safety), technical and quality norms.
- 5.2. During the performance of this Contract the Seller proceeds independently. If the Seller receives instructions from the Buyer, the Seller shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Seller finds out or should have found out if professional care was exercised that the instructions are for any reason inappropriate or illegal or in contradiction to this Contract, then the Seller must notify the Buyer.
- 5.3. All things necessary for the performance of this Contract shall procure the Seller, unless this Contract stipulates otherwise.

## **VI. WARRANTY**

- 6.1 The Seller shall provide a warranty of quality of the Object of Purchase for the period of 36 months. If on the warranty list or other document is the warranty period of longer duration, then this longer warranty period shall have priority over the period stated in this Contract.

- 6.2 The warranty period shall begin on the day of the signature of the Handover Protocol by both Parties. If the Handover Protocol lists any deficiencies, the warranty period shall begin on the day, which follows the day, in which the last deficiency was removed.
- 6.3 The Seller shall remove defects that occur during the warranty period free of charge and in the terms stipulated in this Contract.
- 6.4 If the Buyer ascertains a defect of the Object of Purchase during the warranty period, the Buyer shall notify such defect without undue delay to the Seller. Defects may be notified on the last day of warranty period, at the latest.
- 6.5 The Buyer notifies defects in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: xxxxx. The Seller shall confirm reception within 72 hours from the receipt of the notification.
- 6.6 In the notification the Buyer shall describe the defect and the manner of removal of the defect. The Buyer has the right to:
- a) ask for the removal of the defect by the delivery of a new Object of Purchase or its individual parts, or
  - b) ask for the removal of the defect by repair, or
  - c) ask for the reasonable reduction of the Purchase Price.

The choice among the above mentioned rights belongs to the Buyer. The Buyer is also entitled to withdraw from this Contract, if by delivering the Object of Purchase with defects this Contract is substantially breached.

- 6.7 The Seller shall remove the defect within 14 days from its notification, unless Parties agree otherwise.
- 6.8 The Seller shall remove the defect within terms stipulated in this Contract even if the notification of the defect is in his opinion unjustified. In such a case the Seller is entitled to ask for reimbursement of the costs of removal of the defect. If Parties disagree on whether the notification of the defect is justified or not, the Buyer shall ask an expert for the expert's opinion, which shall determine whether the notification of the defect was justified or not. In the case that the expert consider the notification as justified, then the Seller shall bear costs of the expert's opinion. If the expert considers the notification to be unjustified, then the Buyer shall reimburse the Seller for verifiably and effectively incurred costs of removal of the defect.
- 6.9 Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the confirmation that the defect was removed. The warranty period shall be extended by a period of time that elapses between the notification of the defect until its removal.
- 6.10 In case that the Seller does not remove the defect within stipulated time or if the Seller refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Seller shall reimburse these costs within 10 days after the Buyer's request to do so.
- 6.11 The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller's instructions for the operation and maintenance of the Object of Purchase.
- 6.12 Parties exclude the application of Section 1925 of the Civil Code.

**VII.**  
**REPRESENTATIONS AND WARRANTIES OF THE SELLER**

- 7.1. The Seller represents and warrants to the Buyer that
- a) has all the professional prerequisites necessary for the proper fulfilment of this Contract,
  - b) is fully authorized to perform this Contract, and
  - c) there are no obstacles on the Seller's side that would preclude him from the due performance of this Contract.

**VIII.**  
**PENALTIES**

- 8.1. If the Seller is in delay with the removal of the defect, the Seller shall pay to the Buyer a contractual penalty in the amount of 0.05 % of the Purchase Price for every (even commenced) day of default.
- 8.2. The Seller shall pay contractual penalties within fifteen (15) days from the day, on which the Buyer enumerated its claims. The payment of contractual penalties shall not affect the right of the Buyer to damages even to the extent to which such damages exceeds the contractual penalty.
- 8.3. Total amount of contractual penalties that the Buyer is entitled to claim shall not exceed 30 % of the Purchase Price.
- 8.4. The Buyer is entitled to unilaterally set off claims arising from the contractual penalties against the claim of the Seller for the payment of the Purchase Price.
- 8.5. Parties exclude the Section 2050 of the Civil Code.

**IX.**  
**RIGHT OF WITHDRAWAL**

- 9.1. The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:
- a) the Seller shall be in delay with shipment of the Object of the Purchase for more than 5 days,
  - b) the Seller shall be in delay with fulfilment of any of his other obligations from this Contract and such delay lasts more than one week;
  - c) the Object of Purchase shall not fulfil the requirements stipulated in this Contract, in particular in Annex 1 (*Technical Description of the Offered Performance*) and Annex 2 (*Technical Specifications*);
  - d) the insolvency proceeding is initiated against the Seller; or
  - e) the Buyer ascertains that the Seller provided in its bid for the Public Procurement information or documents that do not correspond to the reality and that had or could have had impact on the result of the tendering procedure, which preceded the conclusion of this Contract.

**X.**  
**CONFIDENTIALITY**

- 10.1. Parties shall not disclose information that shall become available to them in connection with this Contract and its performance and whose disclosure could harm the other Party. Duties of the Buyer ensuing from the applicable legal regulations remain unaffected.

## **XI. REPRESENTATIVES OF THE PARTIES**

- 11.1 The Seller appoints following representatives for the communication with the Buyer:

In technical matters:

Name: xxxxx

E-mail: xxxxx

Tel.: xxxxx

In contractual matters:

Name: xxxxx

E-mail: xxxxx

Tel.: xxxxx

- 11.2 The Buyer appoints following representatives for the communication with the Seller:

In technical matters:

Name: xxxxx

E-mail: xxxxx

In contractual matters:

Name: xxxxx

E-mail: xxxxx

In delivery matters:

Name: xxxxx

Email: xxxxx

## **XII. FINAL PROVISIONS**

- 12.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.
- 12.2 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferable settled by a mutual negotiation. In case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.
- 12.3 The Seller bears the risk of changed circumstances within the meaning of Section 1765 of the Civil Code.
- 12.4 The Seller takes into account that the Buyer is not in relation to this Contract an entrepreneur, nor the subject matter of this Contract is connected with the business activities of the Buyer.
- 12.5 The Seller is not entitled to set off any of its claims or his debtor's claims against the Buyer's claims. The Seller is not entitled to transfer its claims against Buyer that arose on the basis or in connection with this Contract on third parties. The Seller is not entitled to transfer rights and duties from this Contract or its part on third parties.
- 12.6 All modifications and supplements of this Contract must be in writing.
- 12.7 If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract in such a way that the invalid or ineffective provision is replaced by a new provision

that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.

- 12.8 If any Party breaches any duty under this Contract and knows or should have known about such breach, it shall notify it to the other Party and shall warn such Party of possible consequences of the breach.
- 12.9 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 12.10 An integral part of this Contract is Annex 1 and Annex 2. In case of any discrepancy between the provisions of this Contract and the provisions of Annex 1 and Annex 2 the provisions of this Contract shall prevail.
- 12.11 This Contract shall be valid and effective on the date of the signature of both Parties and its publication in the Czech register of contracts under Act No. 340/2015 Sb., on the register of contracts.

In Prague, on 3 June, 2024

In Toronto, on 3 June, 2024

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for the Buyer  
doc. RNDr. Aleš Špičák, CSc.,  
director

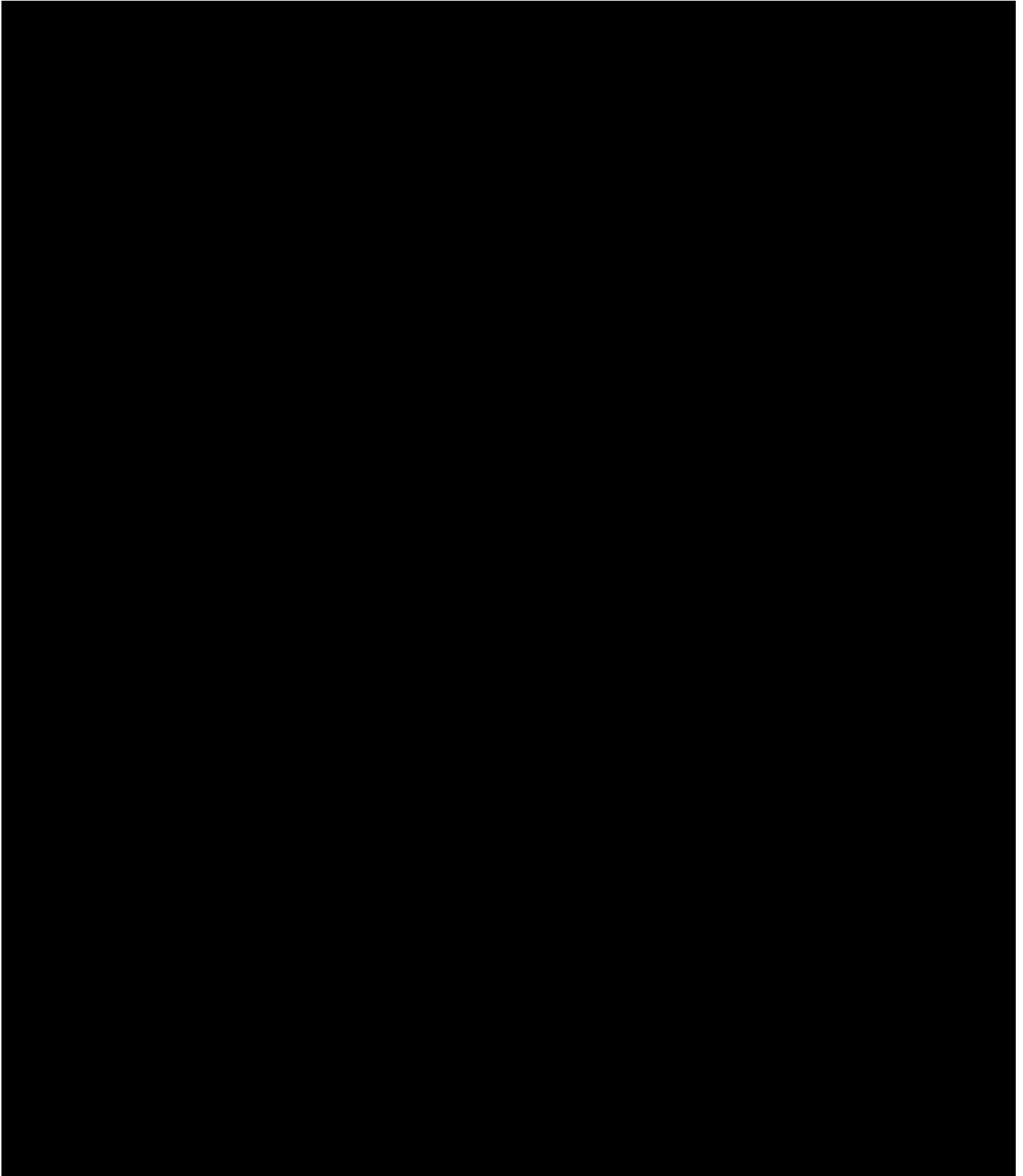
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for the Seller  
xxxxx  
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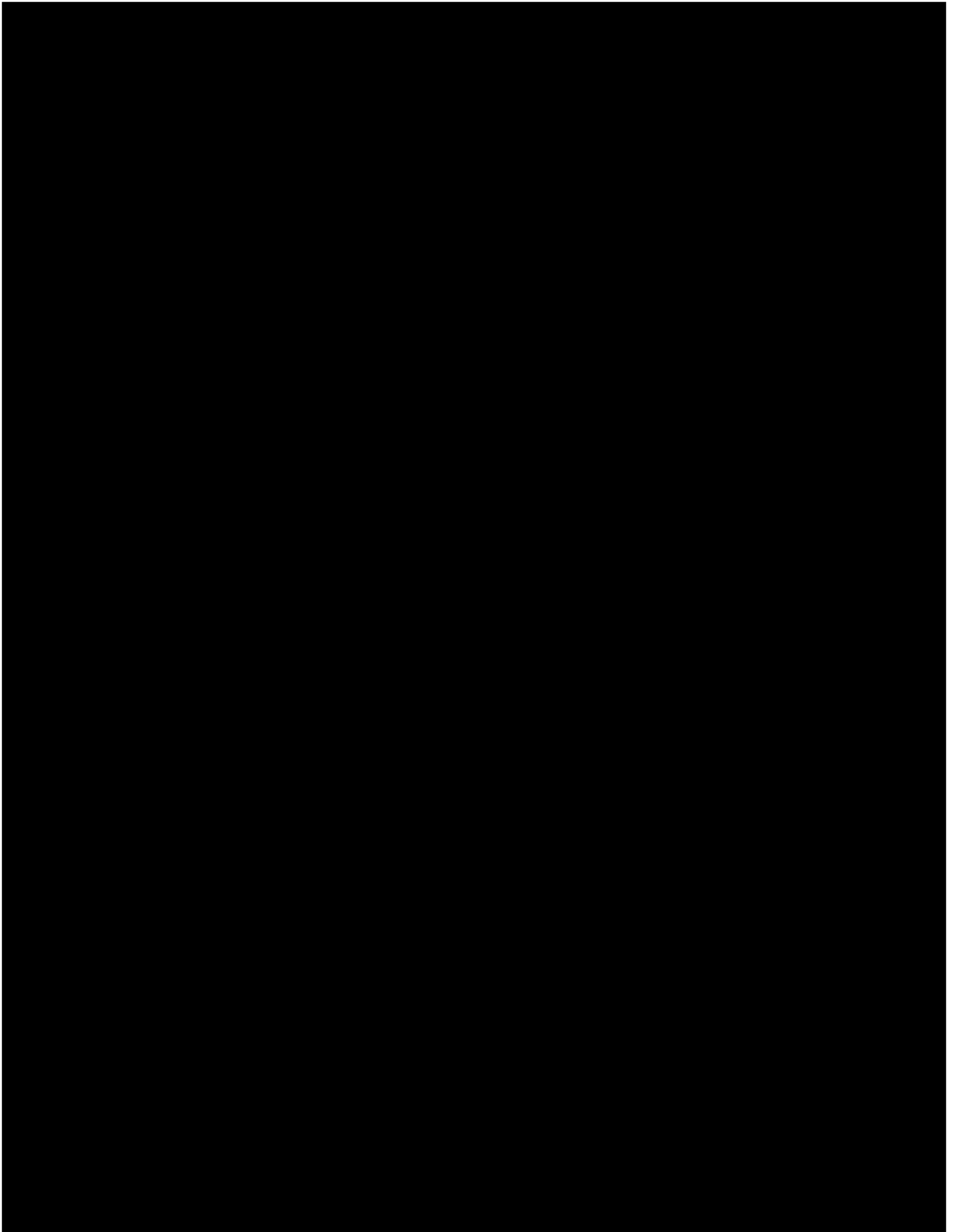


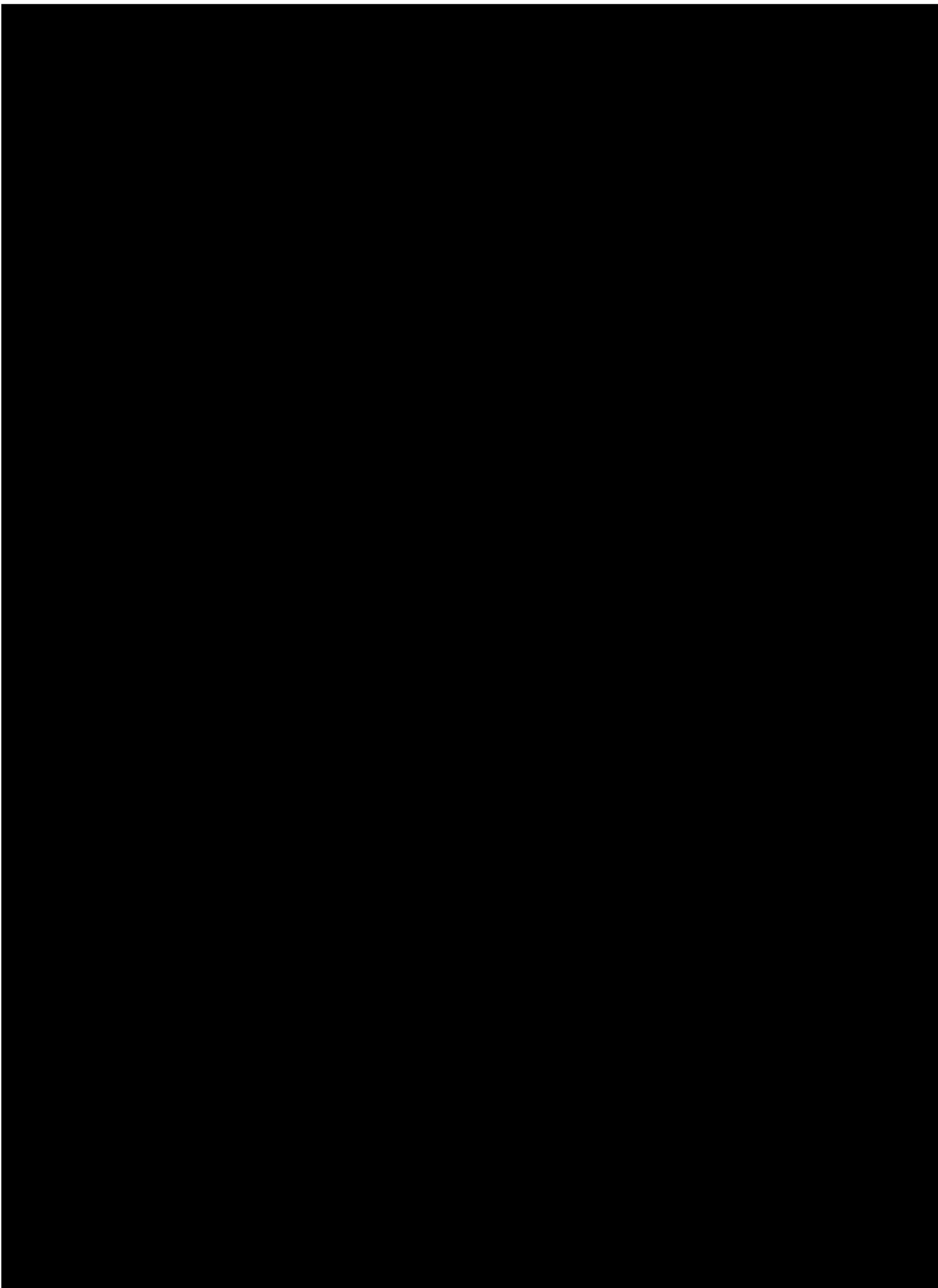


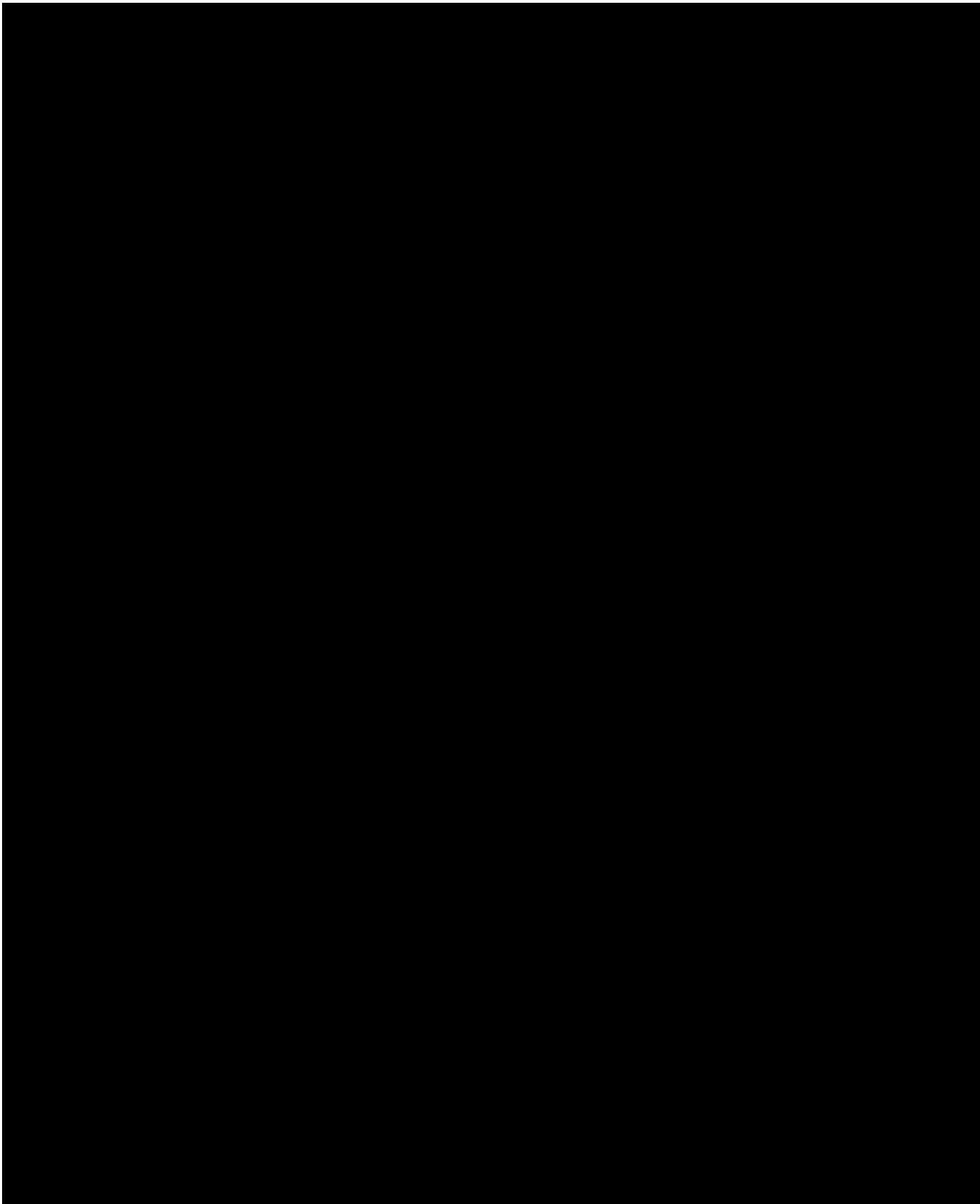
## **Annex No. 1** [Technical Description of the Offered Performance](#)

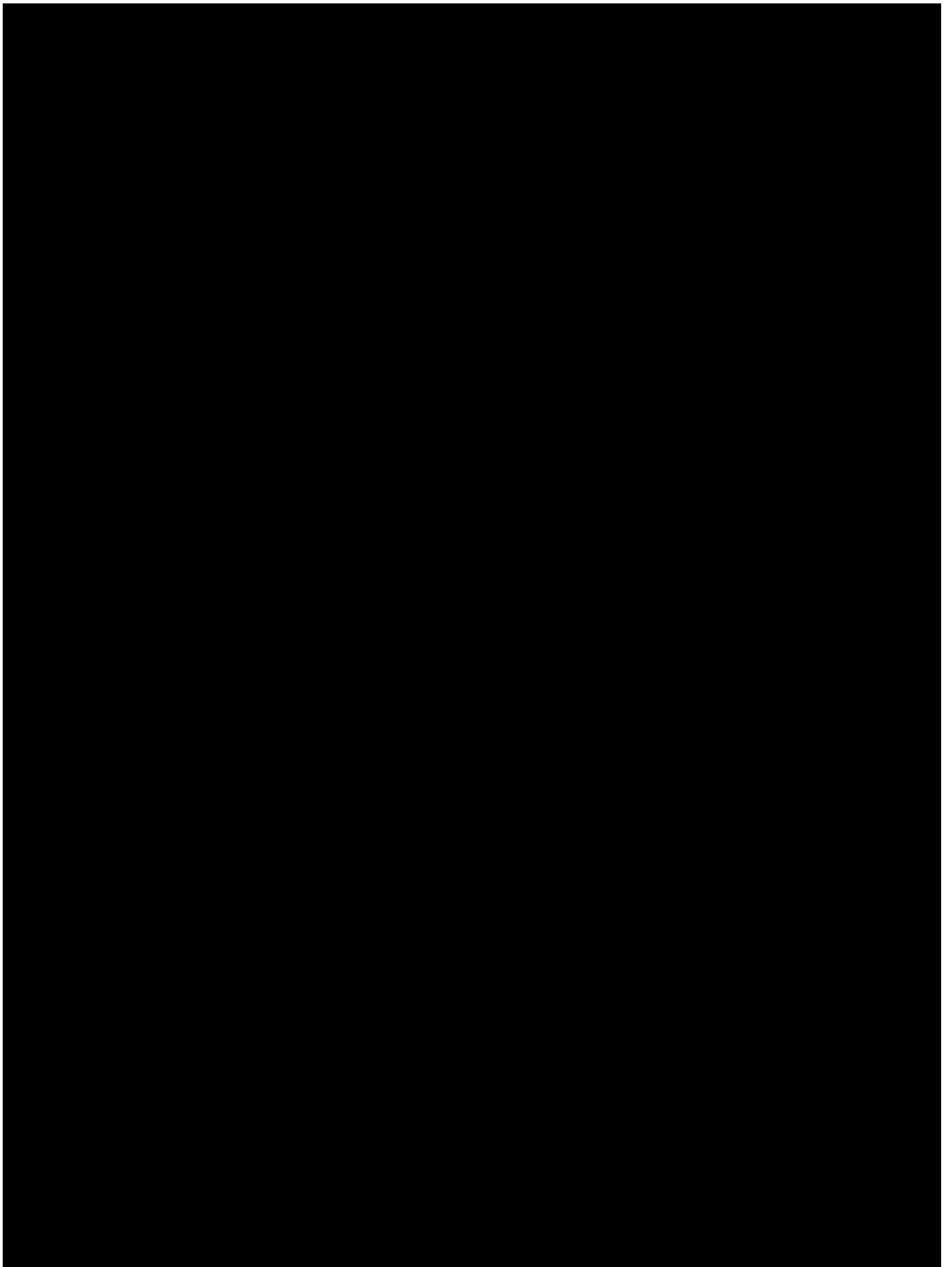
### **Wideband magnetotelluric systems with recording, storage, and data transfer capability**

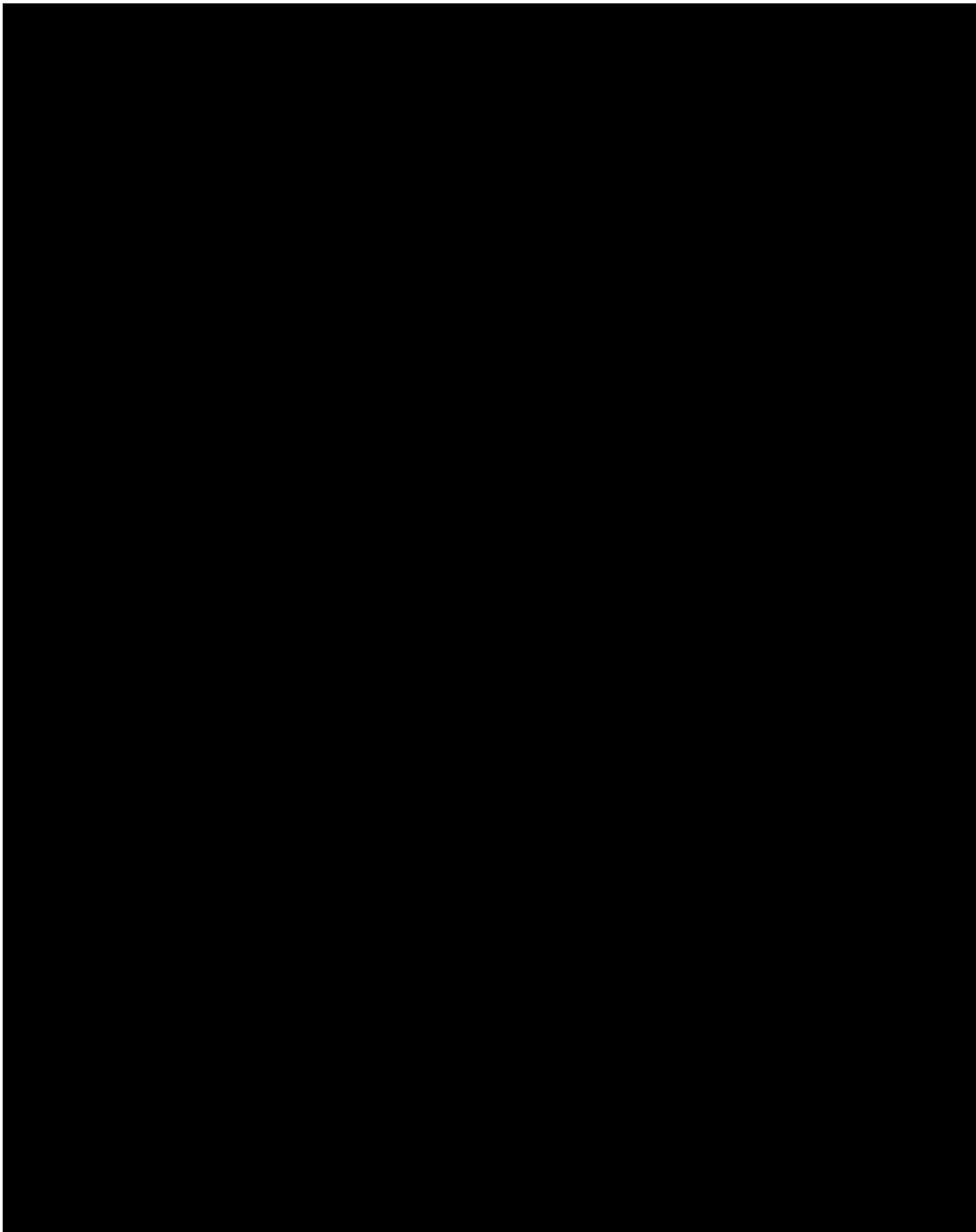


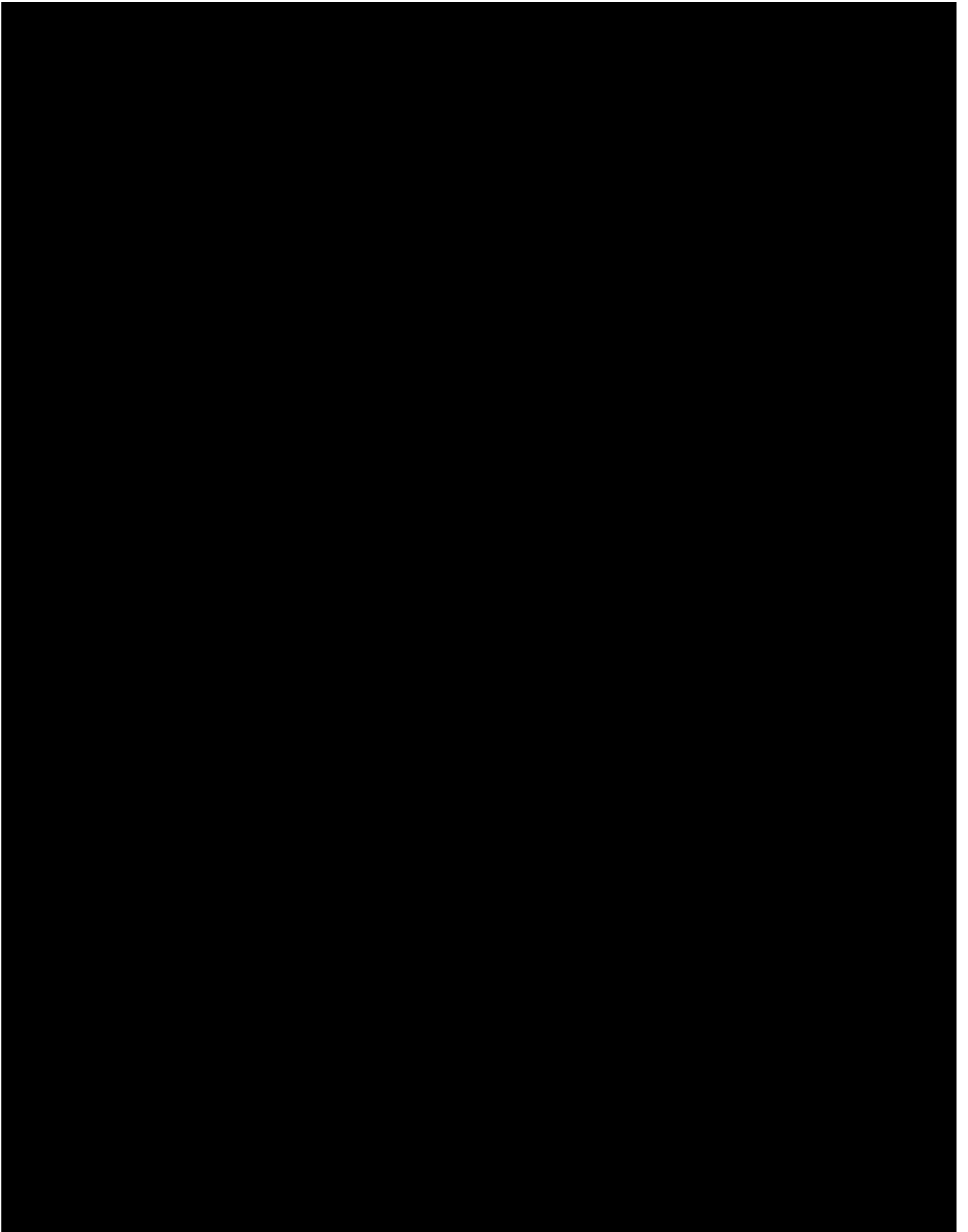












Quotation for: Equipment  
 Quotation number: **240412-YA-CAS-11-30**  
 CUSTOMER: **Czech Academy of Sciences**  
 ATTENTION: [REDACTED]  
 QUOTATION DATE: May 27, 2024  
 QUOTE EXPIRY DATE: September 24, 2024  
 SHIPPING SCHEDULE: 3 weeks after order  
 SHIPPING TERMS (Incoterms 2010): EXW  
 PAYMENT TERMS: 50% in advance, 50% at delivery  
 Wire Transfer



[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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Introduction Discount	[REDACTED]
Total (Phoenix Warehouse)	[REDACTED]
[REDACTED]	[REDACTED]
<b>FINAL, DDP</b>	<b>\$484,900</b>
VAT 21% (items 1,2,3,4,5,6)	\$101,829.07

[REDACTED]

80H are controlled by Export Permit.