

Client	Supplier
Czech Television Na Hřebenech II 1132/4 140 70 Praha 4 - Kavčí hory ID No./ VAT ID No.: 00027383 / CZ00027383 Billing address: Česká televize Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4 Established by Czech Act No. 483/1991 Coll., on Czech Television Not registered in the Czech Commercial Register Bank Connection: Česká spořitelna, a.s., Praha 4, Bank Account No.: GB61BARC2078986249 SWIFT (BIC) Code: GIBACZPX Contact person: Telephone: E-mail:	ELEKTRONIKA a.s. Bratislavská 41 90045 Malinovo ID No./ VAT ID No.: 35717998 / SK2020250848 Registration in public reg./other DB: Supplier's No. in Client's database: OP027884 Contact person: Telephone: E-mail:

Please quote the Purchase Order No. and the invoiced item No. in all invoices and related correspondence. In case of missing Purchase Order No. the invoice could not be processed and it will be returned to the Supplier.

Place of Delivery: Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4, Czech Republic

Please consider this Purchase Order as binding and confirm it by at the latest.

Referring to your Quotation of we would like to order the following:

Výměna DELL serverů v PVHD1 dle nabídky.

Item	Service	Specification	The Ordered Amount QTY.	Unit	The Unit Price	The item price
1	31001	televizní technika a technologie Výměna DELL serverů v PVHD1	1,00		18 830,00	18 830,00
Date of Delivery: -			The Program No.: 22467133058/1000			
Total net item price excl. VAT tax:						18 830,00

Currency:EUR

PAYMENT CONDITIONS:

The Supplier shall issue either (i) the invoice for the total price or (ii) the invoices for the individual items' prices. VAT will be charged as per applicable legislation.

The Client shall pay the price (s) to the Supplier pursuant to a tax document – invoice (thereinafter as **"the invoice"**) issued by the Supplier within 14 days of proper delivery of goods. The Client shall not pay in advance. The invoice shall be payable within 30 days of its delivery to the Client. The invoice will be wired to the account specified by the Supplier on the invoice.

The invoice must contain all the particulars required by applicable law in force in the Supplier's country of residence.

The Client and the Supplier have agreed that the Supplier is entitled to submit electronic invoices (tax documents) via e-mail. These invoices shall be submitted in PDF format from the Supplier's e-mail address to the following Client's e-mail address: faktury@ceskatelevize.cz

The day of the invoice's delivery to the Client's mailbox shall be deemed to be the day of invoice's delivery to the Client. Delivery of the invoice to the Client's mailbox shall be considered as consent to use electronic invoices.

The Supplier is kindly requested to attach the original tax domicile certificate to the invoice, which will allow the application of tax benefits according to the double tax treaty between the Czech Republic and the Supplier's country of residence.

GUARANTEE:

The Supplier warrants the goods, as well as all parts thereof, will be new, fully functional, will all agreed (customary) features and free from defects in design and materials under normal use and conditions, for a period of 24 months from proper handover of the goods.

SANCTIONS:

In case of late delivery of goods by the Supplier, the Client reserves the right to claim interest on late payment of 0.5 % (in words: half percent) of the total price per each day of delay.

In case of late payment of the invoice, the Supplier reserves the right to claim interest on late payment of 0.03% (in words: three hundredths of a percent) of the amount due per each day of delay.

In each single case of late repair of goods (start of the repair or the defect's removal) by the Supplier, the Client reserves the right to claim a penalty of 0.5 % (in words: half pe cent) of the net purchase price for each goods and for each day of this delay.

The maturity of all penalties is 15 (fifteen) calendar days of the delivery of the penalty invoice issued to another party.

The parties are not entitled to impose any further penalties against the other party. The rights of the Client and the Supplier for compensation of damages beyond the penalties remain unaffected.

OTHER PROVISIONS:

The Supplier is not entitled to change or complement the PO's wording in any way - in particular to add further penalties to the PO's wording or to add other provisions, unless it is allowed by these terms and conditions. Should the Supplier attach its terms and conditions to the PO, the Supplier acknowledges and agrees that any penalties, withdrawals from the PO and other provisions deteriorating the Client's position in comparison with the terms and conditions set forth in this PO or the Civil code, are null and void. In case of a discrepancy between the Supplier's general terms and conditions added to the PO's wording and terms and conditions stated in the PO, the latter terms shall prevail.

The business relations between the Client and the Supplier, which are not set out in the PO, shall be governed by the laws of the Czech Republic, in particular the Civil Code.

All disputes, which may arise out of or in connection with the PO, shall be primarily settled in friendly understanding and negotiations. However, if such friendly settlement cannot be arrived within a reasonable time after the occurrence of the dispute, both the Client and the Supplier agree that the Prague 4 District Court, respectively the Prague Municipal court shall be the court having local jurisdiction according to § 89a of the Act No. 99/1963 Coll., The Civil Procedure Code. To avoid any doubts, the Client and the Supplier undertake to assign said disputes to the exclusive jurisdiction of the Czech courts.

The Supplier, as assignor, is not entitled to transfer its rights and obligations arising from the PO or its part to a third party.

Should any information in this PO be highlighted in yellow, the parties mutually agree that such information shall be redacted (blackened out) pursuant to the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws – hereinafter as the "Act on Registration of Agreements"). Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to appropriate measures of the Parties to keep such information confidential. Only the Client shall be entitled to make this PO public pursuant to the Act on Registration of Agreements within the time period of 30 days commencing upon its execution. Provided that the Client does not make this Agreement public within this time period, either Party shall be authorized to make this PO public pursuant to the Act on Registration of Agreements.

It is hereby agreed that rights and obligations, which (as the case may be) have arisen from performance of obligations within the subject-matter of this PO in the period before it came into effect, shall be replaced by rights and obligations arising from this PO. The performance of obligations within the subject-matter of this Agreement in the period before it came into effect shall be regarded as be in accordance with this Agreement, and the rights and obligations, which have arisen from such performance, shall be governed by this Agreement. This Purchase Order (i.e. the Client's offer) cannot be accepted with any changes and/or other amendments.

Date:

Czech Television

Jméno:

Funkce:
Místo:**The Supplier**Jméno: **ELEKTRONIKA a.s.**