

Contract of Purchase
No. 2418/40077

Buyer:

Name: **Vojenský technický ústav, s.p., branch VTÚVM**
Place of Business: **Dlouhá 300, 763 21 Slavičín, Czech Republic**
Authorized to represent the company:
Jan Roman, VTÚVM Branch Director
Registered in: **Companies Register kept at Municipal Court in Prague, section A,
Enclosure No.: 75859**
Reg. No./ VAT No.: **242 72 523/ CZ24272523**
Bank connection:
Account No.:

Authorized to negotiate
in contractual matters:

in technical matters:

point of contact:

/hereinafter referred to as the "Buyer"/

Seller:

Name: **Fischer Panda GmbH**
Place of Business: **Otto-Hahn-Str.40, 33104 Paderborn, Germany**
Authorized to represent the company:
**Dipl. Ing. Stephan Backes
Dr. Sven Soetebier**
Registered with: **Amtsgericht Paderborn HRB 580**
Reg. No./ VAT No.: **DE 126 331 597**
Bank connection:
Account No.:

Authorized to negotiate
in contractual matters:

in technical matters:



/hereinafter referred to as the "Seller"/

1. PREAMBLE, PURPOSE OF THE CONTRACT

1.1

1.2

2. SUBJECT-MATTER OF THE CONTRACT

- 2.1 The Seller undertakes to deliver to the Buyer under the conditions set forth herein  PANDA  generator (hereinafter referred to as the "Goods"), as specified in Technical Specification in Annex 1 hereto.
- 2.2 The Seller further undertakes, in accordance with this contract, to allow the Buyer to take title to the Goods and the Buyer undertakes to accept the Goods and settle the purchase price to the Buyer under the conditions agreed herein.

3. STATEMENT OF THE PARTIES

- 3.1 The Seller declares that it is the exclusive owner of the Goods and the Goods are not encumbered by any third party right that would obstruct transfer of ownership right to the Czech Republic with the right to manage the Goods for the Buyer or use of the Goods by the Buyer. The Buyer shall not accept any defects of the Goods.
- 3.2 Both Contracting parties undertake to inform the other Party immediately about the facts that preclude or impose significant limitation on the performance of this contract or on contractual liabilities of both Parties. The Party incurring such circumstances undertakes to propose a method of solution for their remedy acceptable for both parties.
- 3.3 In order to avoid any doubts, the Contracting parties state that any intellectual property or intangible property rights of the Seller, especially patents, know-how, inventions, constructions, records, reports, information, specifications, formulae, data, documentation, procedures and methods necessary for or related to the development, production, use, marketing, distribution or sale of the Goods, or any part thereof shall not be affected in any manner and remain the property of the Seller.
- 3.4 The Seller is obligated to ensure legal employment, fair conditions of employment and proper level of occupational safety for all persons that will be participating in this contract performance. The Seller is also obligated to ensure this requirement with his suppliers.
- 3.5 The Seller hereby declares on word of honour that his performance of the contract is not and shall not be inconsistent with the Council Regulation (EU) 833/2014.

4. PURCHASE PRICE AND PAYMENT CONDITIONS

4.1

The total price of the Goods is **EUR 69.800,00** excluding VAT (*in words sixty nine thousand and eight hundred euro and zero cents*) (hereinafter referred to as the “**total price**”).

- 4.2 The purchase price has been agreed upon the term of delivery EXW Fischer Panda GmbH, Otto-Hahn-Str.40, 33104 Paderborn, Germany, according to INCOTERMS 2020.
- 4.3 The purchase price is final and effective for the entire term of the contract covering all the costs incurred to the Seller in relation with the performance of its contractual liabilities.
- 4.4 The Buyer is obligated to settle the purchase price purchase price to the Seller against an Invoice issued by the Seller at the earliest on the day of signing the record of receipt (Delivery Note) by the Buyer.
- 4.5 The Invoice shall be delivered to the Buyer in duplicate and must include the contract number, specification of the delivered Goods (name, designation, quantity and unit/total price), a reference to the respective provision of law of the Seller’s country, provision of the European Union regulation or other information stating that the transaction is exempted from VAT, in case it is exempted and in case of prepayment, indicate the down payment already paid. The Record of Receipt of the Goods (Delivery Note) approved by the Buyer shall form an integral Annex to the Invoice.
- 4.6 In case the Invoice shall not meet the requirements stipulated herein, the Buyer is entitled to return the Invoice to the Seller for correction within the due period of the Invoice, without being in default with the payment. New term of payment shall start on the date of delivery of the corrected Invoice to the Buyer.
- 4.7 The Contracting parties have agreed upon a due date of the invoice [REDACTED] days from the date of delivery of the Invoice to the Buyer.
- 4.8 The purchase price shall be deemed settled on the date the Buyer issues an order to his bank to pay the invoiced amount to the Seller’s account indicated in the headings of this contract, or to another account provided for this purpose.

5. DELIVERY TERMS – quantity, place of delivery, date of delivery

- 5.1 The Seller undertakes to deliver the Goods to the Buyer as follows:

[REDACTED]

- 5.2 The Buyer undertakes to provide to the Seller the original of the End User Certificate approved by the Buyer, requested by the Export Control Authorities in the manufacturer’s country, not later than within [REDACTED] The Seller is responsible for submitting

application for the Export Permit for the Goods in a timely manner. The Buyer undertakes to provide all the necessary assistance, if requested.

5.3

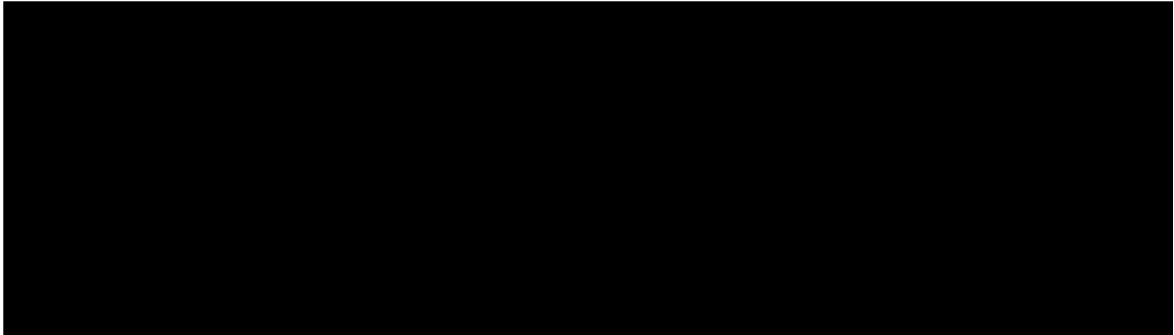


5.4 Upon delivery of the Goods to the place of destination, the Seller undertakes to deliver the accompanying documents essential for the acceptance and use of the Goods:

- a) EC declaration of conformity in accordance with European Directive 2014/35 and 2014/30/EU,
- b) certificate of conformity declaring the conformity of technical parameters of the product with the requirements of this contract (CoC for each delivered set),
- c) relevant instructions for use in English language, including at least technical description and parameters, description of operation, description of maintenance, troubleshooting and remedy of faults, safety instructions, also in electronic format.

The documents to be provided in the quantities corresponding to the quantities of delivered units / sets.

5.5



5.6 Buyer's representative shall not accept the Goods observed to be faulty at the moment of delivery (e.g. damaged packaging, visible damage to the Goods, faulty documents, etc.). In such an event, a report shall be issued immediately and undersigned by the Buyer's representative. The Seller is obligated to remedy any and all faults. In case the Seller and the Buyer agree the defect is irremovable, the Seller is obligated to deliver new Goods.

5.7 Risk of occurrence of damage, accidental destruction and accidental deterioration of the Goods shall be transferred from the Seller to the Buyer immediately upon handover report (or Delivery Note) signature at the place of destination.

5.8 The Buyer has right to use the Goods from the moment of its hand-over.

5.9 The Seller undertakes to deliver to the Buyer brand new Goods, i.e. not reconditioned and never used before. The Seller undertakes to provide declaration on word of honour certifying this fact upon delivery.



6. MISCELLANEOUS

6.1

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6.3

7. WARRANTY AND DEFECTS OF THE GOODS

7.1 The Seller undertakes to grant to the Buyer a guarantee covering functionality, performance and quality of the Goods (hereinafter referred to as the “warranty”). The warranty period provided by the Seller shall be as follows:

7.2 The Buyer shall notify the Seller of any observed defect immediately upon observation of such a defect by e-mail to [REDACTED]

7.3 The claim is filed on the date of delivery of the notification of defect of the Goods to the Seller and this date is considered the date of initiation of the claim procedure. The claim is deemed to be timely filed if the notification is delivered to the Seller within the warranty period. The Seller shall provide his response to the filed claim [REDACTED] the date of receipt of the e-mail notification. If he fails to do so, he shall be deemed to have accepted the claim in full.

7.4 The Seller undertakes to remedy all defects of the Goods [REDACTED] from the date of initiation of the claim procedure.

7.5 Representatives of the Buyer and the Seller shall complete and countersign a “Report on defect remedy and hand over of the Goods”. In the event of an irreparable defect, the Seller shall deliver new Goods. The claim-related costs shall be borne by the Seller.

7.6 The warranty period of the claimed Goods shall be extended by the time that elapses from the date of filing the claim (i.e. delivery of the claim notification to the Seller) by the Buyer until the time of defect remedy by the Seller.

8. LIABILITY FOR DAMAGE

- 8.1 The Contracting parties shall be liable for any damage incurred. The Contracting parties undertake to make the maximum effort to prevent damages and to minimize incurred damages.

9. SANCTIONS, CONTRACTUAL PENALTIES AND LATE PAYMENT INTEREST

- 9.1 In the event the Seller is in delay with delivery of the Goods, the Buyer is entitled to charge the Seller a contractual penalty amounting [REDACTED] of the price of the Goods not delivered in the agreed due date, excluding VAT, for each day of delay.
- 9.2 In the event the Seller is in delay with the claimed in-warranty remedy of the defected Goods, the Contracting parties have agreed the Seller shall settle to the Buyer a contractual penalty of [REDACTED] of the price of the defective Goods, for each day of delay in defect remedy.
- 9.3 The due date of the contractual penalty is [REDACTED] from the date of delivery of a written demand for payment.
- 9.4 Settlement of the contractual penalty shall not affect any claim for damage nor default interests. Settlement of the contractual penalty shall not cease the liability under the contractual penalty terms.
- 9.5 The contractual penalty shall be settled by the liable Party, regardless of whether and to what extent the damage occurred to the other Party in this respect. Compensation for damage may be claimed separately in addition to the contractual penalty, in full amount.
- 9.6 The Contracting parties have further agreed upon a late interest resulting from the late payment of any monetary obligation under this contract of purchase in the amount of [REDACTED] for each day of delay of the payable amount.
- 9.7 The Contracting parties are entitled to offset all claims, especially costs, damages caused by the other Contracting party and/or contractual penalties against any other claim of the Seller.

10. WITHDRAWAL FROM THE CONTRACT

- 10.1 The Contracting parties have agreed that the contract shall discharge in the following events:
- 10.1.1 Unilateral withdrawal from the contract by the Buyer due to fundamental breach by the Seller, the fundamental breach means:
- a) delay in delivery by more than [REDACTED]
 - b) in the event the statement of the Seller as per Clause 3, par. 3.1 above proves to be false or the Goods are subject to any legal defects;
 - c) a failure to observe warranty conditions as stipulated in Clause 7 par. 7.4 herein, not even within the additional grace period of [REDACTED]

- 10.1.2 Unilateral withdrawal from the contract by any of the Contracting party in the event of starting insolvency proceedings against other Party's assets or if the insolvent proposal was rejected against the other Party due to insufficient assets to settle the insolvency proceedings;
- 10.1.3 Termination of this contract (or part thereof - i.e. partial termination) by the Buyer, provided that the only possible reason for termination (partial termination) of this contract by the Buyer is that the legal effects of the contracts to which this contract is directly related, i.e. the contracts identified in Clause1 paragraph 1.1 of this contract, are terminated (partially terminated) for any reason. The grounds for termination (partial termination) must be clearly set in the termination notice, otherwise the termination (partial termination) shall not be taken into consideration.
- 10.2 Withdrawal from the contract must be submitted in writing and becomes effective on the date of notifying the other Party. The withdrawing Party is liable to set grounds for contract withdrawal in the written notice.
- 10.3 Withdrawal from the contract by the Buyer shall not affect any rights of the Buyer that according to the expressed will of the Contracting parties or with regards to their nature should continue after the withdrawal from the contract, including but not limited to claims for payment of contractual penalties, damages, etc.
- 10.4 The notice of termination (partial notice) of the contract must be submitted in writing and becomes effective on the date of delivery of the written notice (partial notice) to the Seller. The Buyer is liable to set grounds for the notice of termination (partial notice), otherwise the notice (partial notice) shall not be taken into consideration.
- 10.5 In the event of termination (partial termination) of this contract, the Contracting parties undertake to enter into a settlement agreement to mutually compensate each other for the reasonably and efficiently, duly documented costs incurred in connection with this contract (specifically costs incurred for the completed Goods ready for delivery) and the mutual settlement of the performance already provided, including interests and monetary obligations. The Seller shall not be entitled to compensation for loss of profit resulting from the Buyer's termination (partial termination) of the contract and waives any such claims.

11. SEVERABILITY CLAUSE

- 11.1 If any provision of this contract of purchase or a part thereof becomes to any extent invalid, illegal, or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provisions of this contract of purchase or parts thereof, unless resulting from this contract of purchase that such provision or its part may not be severed from another content.
- 11.2 In the event as stipulated in Clause 12, par. 12.1 hereto, the Contracting parties undertake to replace the invalid and unenforceable provision without undue delay with a new provision of the purpose and economic meaning coming closest to their intentions.

12. FINAL PROVISIONS

- 12.1 Unless otherwise agreed in this contract of purchase, the Contracting parties shall follow the provisions of the Czech law.
- 12.2 The Contract of purchase may be changed or amended only by written, mutually agreed, sequentially numbered amendments agreed by the Contracting parties.
- 12.3 This Contract of purchase becomes valid and effective on the date of signature by both Contracting parties.
- 12.4 The Contract of purchase has been executed in two originals, one copy for each Contracting party.
- 12.5 The following annex forms an integral part hereto:
- Annex 1 – Technical specification of the Goods
- 12.6 Costs related to this Contract of purchase conclusion shall be borne by the Contracting party incurring such costs.
- 12.7 The Contracting parties undertake to settle any disputes arising from or in connection with the present Contract of purchase through amicable negotiations. Any disputes that cannot be settled through amicable negotiations shall be finally settled in accordance with the Czech law at the court of general trial jurisdiction of the Buyer.
- 12.8 The Contracting parties hereby declare that the content hereof is clear and comprehensible to them and expresses their free will, in witness whereof they set their hands.

Paderborn, date and seal: 01.07.2024

Slavičín, date and seal: 12.06.2024

