CONTRACT OF SALE

**(pursuant to S 2079 and the following of Act 89/2012 Sb., the Civil Code, as amended (hereinafter the “CC”))**

Contractual Parties:

1. **Technická univerzita v Liberci**

Registered office: Studentská 1402/2, 461 17 Liberec

Reg. No.: 46747885

Tax ID No.: CZ46747885

Bank details: xxx

Account number:

Represented by: prof. Dr. Ing. Miroslav Černík, CSc. – director CXI

Person responsible for the contractual relation: xxx

Internal contract number:

(hereinafter the “**Seller**”)

and

1. Name/Company: PLG LABS AS

Registered office: AHISKA C. NO 215 BURSA TURKEY

Recorded: in TURKEY register kept by the       Court in       file reference

Reg. No.: CEKIRGE VD

Tax ID No.: 730 075 7324

Bank details: xxx

Account number: € xxx

Represented by: OKAN SAMI NAHIT

(hereinafter the “**Buyer**”)

enter into the following Contract of Sale (hereinafter the “**Contract**”):

1. **Subject-matter of the Contract**
2. The subject-matter of the Contract is Seller’s obligation to surrender to Buyer the item which is the subject of the purchase, thus enabling Buyer to acquire the title thereto, and Buyer’s obligation to take over the item and pay Seller the purchase price. The subject of the purchase is 1 x 3D printer HP 4200 (SGC7AC34002), 1 x Process station (SG7R36005), 2x build unit (SG76K35004, SG7A935002) (hereinafter the “Subject-matter or item”).
3. The Subject-matter is purchased with the following purpose: PRODUCING PROTOTYPES.
4. Buyer acquires the title to the item at receiving the item and signing the document that proves the acceptance thereof (hereinafter the “Handover Certificate”).
5. **Purchase Price and Payment Terms**
6. The purchase price for the item is EUR 19.500, - exclusive of VAT. The purchase price shall be agreed as fixed and unchangeable. VAT shall be charged in accordance with effective legislation.
7. Furthermore, the purchase price includes assistance with machine deinstallation at the seller end. All the rest is on the buyers side. Deinstallation will be provided by the Buyer.
8. The payment of the purchase price hereunder shall be made by Buyer on the basis of an invoice issued by Seller. The proforma invoice will be issued after the signing of this contract. After payment of the proforma invoice an invoice - tax document will be issued.
9. The invoice shall be delivered to Buyer in two counterparts to enable Buyer to fulfil their obligation of proving all eligible expenses to the inspecting authority. The invoice shall comply with all the requirements of an accountable receipt in accordance with Act 563/1991 Sb., on Accounting, as amended, the requirements under S 435 of the CC, and if Seller is a VAT payer, even with the requirements of a tax document under Act 235/2004 Sb., on Value Added Tax, as amended.
10. If the invoice fails to comply with appropriate details or contains incorrect information, Buyer shall be entitled to return it within the due date to Seller for correction or issuance of a new invoice without the danger of paying the purchase price in arrears. The due date begins anew from the repeated delivery of a duly corrected or newly issued invoice.
11. **Deadline for Performance**

Seller undertakes to prepare the item for transportation within period agreed with the Buyer by 14.10.2024. The Buyer will ensure the deinstallation by this date. However, deinstallation cannot start until the proforma invoice is paid. Transport will be provided by the Buyer.

1. **Place of Performance**
2. The item will be prepared for the transportation after the deinstallation by the Buyer at this place: Bendlova 1409/7, 461 17 Liberec, Czech Republic.
3. Simultaneously, Seller is obliged to provide Buyer with relevant technical documentation, operating instructions, or other documents and materials necessary for the use of the item.
4. Seller and Buyer shall agree on a specific deadline (date and time) for the handover of the item well in advance wherein Seller shall be most forthcoming towards Buyer. The acceptance of the item shall be confirmed to Seller in the Handover Certificate by a person responsible for the contractual relation and acting on behalf of Buyer (or a person designated by Buyer).
5. The risk of damage to the item shall pass to Buyer at the time of starting of deinstallation by Buyer.
6. **Withdrawal from the Contract**
7. This Contract can be withdrawn from by either party if the other party materially breaches their contractual obligations.

A material breach of the Contract shall be, in particular, the following:

* the fact that technical parameters of the item fail to correspond to the requirements agreed herein or to technical standards,
1. If Buyer sets an additional period for Seller to fulfil their obligation, Buyer shall only have the right to withdraw from the Contract after the lapse of such time; this shall not apply if, during this period, Seller declares that they will not fulfil their obligation. In such a case, Buyer shall be entitled to withdraw from the Contract after receiving Seller’s declaration, even before the expiry of the additional period.
2. The Contract shall expire on the day when the withdrawal from the Contract is delivered to the other party.
3. **Final Arrangements**
4. The Contract reflects free and serious expression of the will of the contractual parties. The parties hereto declare that any rights and obligations not regulated hereby as well as the rights and obligations arising herefrom shall be resolved in accordance with the applicable provisions of the CC.
5. Buyer and their potential subcontractor shall be obliged to cooperate in the exercise of financial control according to S 2e of Act 320/2001 Sb., on Financial Control in Public Administration, as amended.
6. The rights and obligations arising from the Contract shall pass to any legal successors of the parties hereto. The rights and obligations from the Contract shall only be transferred with the written consent of the other party.
7. The Contract is concluded electronically. If it is concluded in writing, the Contract is made out in 2 counterparts with the validity and binding quality of the original, of which each party hereto shall obtain 1.
8. Any amendments to this Contract may only be made by written amendments signed by both parties hereto.
9. This Contract shall enter into force as of the date of being signed by the authorized representatives of the parties hereto, or as of the date of being signed by the authorized representative of the party which signs the Contract at a later date. The Contract shall become effective as of the date of its publication in the Register of Contracts. Performance of the Subject-matter hereof before the effectiveness of the Contract shall be considered performance hereunder wherefore the rights and obligations arising from the Contract shall be governed hereby. The Contract shall be published by the Technical University of Liberec (“TUL”) in accordance with Act 340/2015 Sb. (on the Register of Contracts) in the Register of Contracts, to which both parties express their consent. In this context, the parties hereto shall be obliged to mark those data in the Contract which are subject to anonymization and, within the meaning of the Act on the Register of Contracts, shall not be published. TUL shall not be responsible for the publication of any unmarked data.
10. If any provisions hereof become invalid, ineffective, or unfeasible, the validity, effectiveness, or feasibility of the other provisions herein shall remain unaffected; the parties hereto undertake to replace the void, ineffective, or unfeasible provision herein with the provision the content of which best corresponds to the original one.
11. All disputes between the parties hereto arising from or related to the provisions herein shall initially be settled amicably in a mutual agreement. If no amicable settlement is reached, either party hereto shall have the right to refer the disputed matter to the court having local jurisdiction. In accordance with S 89a of Act 99/1963 Sb., the Rules of Civil Procedure, as amended, Seller’s court of general jurisdiction shall be the court having local jurisdiction to hear disputes arising here from.
12. The parties hereto declare that they have read the contents hereof and set their hands hereunder to assert their consent.

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| Buyer’s stamp and signatureOKAN SAMI NAHIT PLG LABS AS ………………………………………….Buyer’s representativeIn BURSA on this 02/10/2024 | Seller’s stamp and signature……………………………………………Prof. Dr. Ing. Miroslav Černík, CSc.In Liberec on this 04/10/2024 |