

Purchase Contract

concluded pursuant to Section 2079 et seq of the Act No. 89/2012 Coll., Civil Code, as amended
(hereinafter the "**CC**")

1. CONTRACTING PARTIES

Charles University, Faculty of Physical Education and Sport

With its registered seat at: José Martího 31, 162 52 Praha

Represented by: Ing. Radim Zelenka, Ph.D., Faculty Secretary

ID No.: 00216208

Tax No.: CZ00216208

Bank connection: [REDACTED]

Account No: [REDACTED]

(hereinafter the "**Buyer**")

And

GOL SPORT s.r.o.

with its registered seat: Bělehradská 858/23, Vinohrady, 120 00 Praha 2

Registered with the municipal court in Prague, section C, insert 387013

Represented by: Jan Chlopčík, legal representative

Bank connection: [REDACTED]

Account No.: [REDACTED]

ID No.: 19460686

Tax ID: CZ19460686

(hereinafter the "**Seller**")

(the Buyer and the Seller may be referred to jointly as the "**Contracting Parties**" or concerning each individually as the "**Contracting Party**")

are entering on this day, month, and year into this Purchase contract (hereinafter the "**Contract**")

2. Basic provisions

- 2.1. The Seller acknowledges that the Buyer considers the Seller's participation in the tender on condition that he has met all qualification criteria, as constituting sufficient confirmation that the Seller will be able to act during the performance of this Contract, with all necessary knowledge, professional care and diligence pertaining to his profession or status. The Seller shall be liable for any acts lacking such required professional care, knowledge, or diligence. The Seller shall not abuse his professional knowledge or economic position to create dependence on the part of the weaker party or to establish an apparent and unjustified imbalance in the mutual rights and obligations between the Parties hereto.
- 2.2. The Seller acknowledges that the Buyer is not an entrepreneur in relation to the subject matter of this Contract, nor does the subject matter of this Contract relate to the Buyer's business activities.
- 2.3. The Seller has become the winner of the tender for the public supply contract entitled "**UK FTVS - PhD Infra - Actigraphs**" initiated by the Buyer (hereinafter referred to as the "**Tender**").
- 2.4. The initial documents for the delivery and installation of the subject of performance under this Contract are the Tender Documentation, in particular the Technical Specification, which was part of it as Annex No. 2 and which forms Annex No. 1 to this Contract (hereinafter referred to as "**Technical Specification**"), the Seller's offer submitted within the framework of the Tender, which technically describes the subject of performance (hereinafter referred to as "**Offer**", these documents are hereinafter collectively referred to as "**Initial Documents**").
- 2.5. The Seller declares that it possesses all the professional prerequisites necessary for the delivery and installation of the subject of performance under the Contract, it is authorized to deliver and install the subject of performance and there are no obstacles on its side that would prevent it from delivering the subject of this Contract to the Buyer.
- 2.6. The Seller declares that it assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the CC.
- 2.7. The Seller is also aware that the Buyer is interested in the performance of this Contract in accordance with the principles of socially responsible procurement. Therefore, the Seller expressly undertakes to comply with all labor law regulations (in particular, but not exclusively, regulations governing wage conditions, working hours, rest periods between shifts, and paid overtime) and legislation relating to employment and occupational health and safety in relation to all persons involved in the implementation of this Contract, regardless of whether they are employees of the Seller or its subcontractors.
- 2.8. The Parties declare that they shall keep confidential the facts which come to their knowledge in connection with this Contract and its performance and the disclosure of which could cause them harm. This is without prejudice to the Buyer's obligations under the law.

2.9. The Seller acknowledges that the subject of performance under this Contract is part of the project called " Rozvoj infrastrukturního zázemí doktorských studijních programů na Univerzitě Karlově", reg. no.: CZ.02.01.01/00/22_012/0005514. The project is financed by the European Structural and Investment Fund under the Operational Programme Jan Amos Komenský. Therefore, the implementation of the subject of this Contract is subject to the Rules of this project (hereinafter referred to as the "**Rules**"). The Seller therefore acknowledges that since the purchase price is financed by the grant, the failure of the Seller to comply with any obligation may have an impact on the financing. The determination of expenditures as ineligible, and the imposition of any levy or administrative penalties due to a breach of this obligation shall constitute damages incurred by the Buyer.

3. SUBJECT MATTER OF THE CONTRACT

3.1. The subject of this Contract is the Seller's obligation to deliver to the Buyer and transfer to the Buyer the ownership right to the actigraphs and their accessories (hereinafter referred to as the "**Equipment**"), the technical parameters are specified in detail in the Technical Specification, which forms Annex 1 to this Contract.

3.2. The Seller's performance shall also include:

- a) transportation of the Equipment to the place of performance, unpacking, inspection, and installation (if applicable),
- b) the provision of instructions and maintenance manuals for the Equipment to the Buyer in Czech or English, either electronically or in hard copy,
- c) verification of the parameters requested by the Buyer; such verification shall be part of the handover report,
- d) provision of all relevant licenses corresponding to the Technical Specification,
- e) delivery of a declaration of conformity of the Equipment delivered with the approved standards,
- f) preparation of a list of items delivered for inspection purposes,
- g) an undertaking to provide spare parts on the terms and conditions set out in this Contract,
- h) co-operation with the Buyer during the course of delivery (in particular the terms of delivery),
- i) the Seller's commitment to comply with the Rules, including the Publicity Rules.

3.3. The Buyer undertakes to take over the Equipment, services, and work duly and timely delivered and to pay the Seller the Price specified in Article 5. hereof.

3.4. The Seller expressly agrees and undertakes in the event that if additional supplies and works not

expressly provided for in this Contract are required to meet the Buyer's requirements under this Contract, including its annexes and the proper implementation and operation of the Equipment to supply such additional supplies and works at this own cost and to include them in the performance provided hereunder without regard to the Price under this Contract.

- 3.5. The Seller undertakes to deliver and install the Equipment at the place of performance and hand it over to the Buyer in a due and timely manner at its expense and under its responsibility under the terms and conditions set forth in this Contract, and to perform the services and works specified in paragraph 3.2 of this Article of the Contract. The Seller shall be responsible for ensuring that the Equipment complies with this Contract, the Initial Documents, applicable legal, technical, and quality standards, and that the Equipment is CE certified.

4. OWNERSHIP RIGHTS

- 4.1. Ownership rights shall be transferred to the Buyer by takeover of the Equipment. The takeover shall mean the signing of the handover protocol on the handover and takeover of the Equipment by both Contracting parties, the risk of damage to the Equipment shall pass to the Buyer at the same time.

5. PURCHASE PRICE AND PAYMENT CONDITIONS

- 5.1. The purchase price for the subject matter of the Contract as defined in Article 3. paragraphs 3.1 and 3.2 were determined on the basis of the Seller's Bid as the maximum price that cannot be exceeded and shall amount to **50.876 EUR excl. VAT** (hereinafter the "Purchase price"), plus VAT in the statutory amount of 10.683,96 EUR, i.e. **61.559,96 EUR incl. VAT**. The maximum and maximum allowable price is also the price of each item of Equipment as set out in the filled Itemized Budget attached as Annex 3 to this Contract.
- 5.2. The Purchase price includes all expenditures associated with the performance of the subject matter hereof including costs of insurance of the Equipment until its handover and takeover. The Purchase price shall be independent of any of the price and exchange rate changes and developments.
- 5.3. The Purchase price is the highest admissible price for the Equipment. The Purchase price may be changed only by a written amendment to this Contract only if the VAT rates are changed (the VAT amount may be changed only) after the conclusion of the Contract and before the date of handover and takeover of the Equipment.
- 5.4. The Buyer agrees to pay the Seller 100% of the purchase price according to Article 5.1 after handover and acceptance of the Equipment, of which a handover protocol shall be drawn up between the Contracting Parties pursuant to this Contract.
- 5.5. The due date of the invoice is 30 days from the date of its delivery to the Buyer. Payment of the

invoiced amount shall be deemed to be the date of its dispatch to the Seller's account. Tax documents - invoices issued by the Seller under this Contract shall contain in particular the following data in accordance with the relevant legislation of the Czech Republic:

- a) the Buyer's business name and registered office,
- b) the Buyer's tax identification number,
- c) the Seller's trade name and registered office,
- d) the Seller's tax identification number,
- e) the number of the invoice,
- f) extent and subject matter of performance,
- g) the date of issue of the invoice,
- h) day of the supply of performance or the day of payment acceptance, whichever occurs earlier, in so far as it differs from the issue date of the tax document,
- i) the price of the performance,
- j) a statement that the Equipment being charged for is provided for the purposes of the project entitled " Rozvoj infrastrukturního zázemí doktorských studijních programů na Univerzitě Karlově", Reg No: CZ.02.01.01/00/22_012/0005514.

5.6. The tax documents – invoices must be in compliance with agreements on avoidance of double taxation, if applicable in particular cases.

5.7. Should a tax document – invoice not be issued in compliance with payment terms defined herein or should it not meet the statutory requirements, the Buyer is entitled to return the tax document invoice back to the Seller as incomplete, or incorrectly issued, for its correction, or re-issue, within five (5) business days from the date of its delivery to the Buyer. In such a case, the Buyer shall not be in default with the remittance of the Purchase price or any part n thereof, and the Seller shall issue a corrected invoice with a new identical due date which shall commence to run on the day of delivery of the corrected or re-issued tax document-invoice to the Buyer.

6. DEADLINES FOR EXECUTION OF THE SUBJECT MATTER OF THE CONTRACT

6.1. The Seller undertakes to duly procure, deliver, install, test, and hand over to the Buyer the Equipment referred to in Article 3, Paragraph 3.1 of this Contract within 2 months since from the effective date of this Contract.

6.2. The Buyer agrees to accept the duly delivered and installed Equipment from the Seller on the

agreed date when the Seller has demonstrated to the Buyer that it meets the specified parameters in accordance with this Contract. The handover and acceptance shall be evidenced by a handover protocol between the Parties as set out in Article 10 of this Contract.

7. PERFORMANCE PLACE

7.1. The place of performance shall be the seat of the Buyer stated in Article 1. hereof (hereinafter the “Performance place”).

8. INSTALLATION OF THE EQUIPMENT

8.1. The Seller shall be obliged to inform the Buyer in writing of the exact date for the installation and demonstration of the Equipment (if relevant), at least five (5) working days in advance, in order to maintain the fulfillment term specified in Article 6. paragraph 6.1 hereof.

8.2. The Buyer is obliged to allow the Seller, after the expiration of the time limit according to paragraph 8.1 of this Article hereof, to carry out the installation and demonstration of the Equipment in the installation premises.

8.3. By way of derogation from Section 2126 CC, the Contracting parties agree that the Seller is not entitled to use the self-help sales institute.

9. ADDITIONAL DELIVERY CONDITIONS

9.1. The Seller shall act independently when performing the delivery, the Seller however undertakes to respect all instructions provided by the Buyer relating to the subject matter of performance hereof.

9.2. The Seller shall be obliged to notify the Buyer, without unnecessary delay, about the inappropriate nature or properties of any things accepted from the Buyer or instructions issued by the Buyer relating to the delivery of the Equipment, in situations where the Seller could identify such inappropriateness using due diligence.

9.3. Unless otherwise specified in the Contract, all things necessary to perform pursuant to the Contract shall be provided by the Seller.

9.4. The Seller shall be obliged to deliver to the Buyer the Equipment (SW including) that is completely new, in fully functional condition, in quality and technical execution, in compliance with the applicable European Union regulations and the requirements provided by the relevant legal regulations of the Czech Republic, harmonized Czech technical standards and other CSNs related to the Equipment.

9.5. The Seller declares that the Equipment to be delivered under this Contract fully complies with the conditions set forth in the Initial documents.

- 9.6. Seller agrees that at the time of transfer of ownership rights to the Equipment, no third party rights shall burden the Equipment, in particular, no pre-emptive right, pledge, or lease right.
- 9.7. Seller, with view to the Buyer's obligations provided by the PPA and the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (Act on the Register of Contracts), agrees on the publication of all information regarding the obligation relationship established between the Seller and the Buyer by this Contract, in particular the content of this Contract.
- 9.8. The Seller declares that there are not any enforcement proceedings executed against him and does not have any overdue debts that could be enforced in enforcement proceedings under the Act No. 120/2001 Coll., on Executors and Execution (Execution Code) and on Amendments to Other Acts, as amended, nor does there exist court enforcement of the decision, nor there exist overdue debts that could be enforced in the court execution of a decision pursuant to Act No. 99/1963 Coll., the Civil Procedure Code, as amended, No. 500/2004 Coll., the Administrative Procedure Code, as amended or pursuant to Act No. 280/2009 Coll., the Tax Code, as amended.
- 9.9. The Seller undertakes, in the event that it performs this Contract or part thereof through third parties, i.e. subcontractors, to duly and timely pay legitimately issued invoices of subcontractors, under the terms and conditions agreed in the contracts concluded between the Seller and these subcontractors.
- 9.10. If the Seller is delayed with the payment of the subcontractor's invoice lasting more than 30 days, the Buyer is entitled to pay the invoice directly to the subcontractor on behalf of the Seller, provided that the subcontractor requests the Seller in writing to pay the invoice and supports this request with documents proving the proper performance by the subcontractor and the legitimacy of the subcontractor's claim for payment. The Buyer shall request the Seller's written opinion on the validity of the subcontractor's claim, which shall be delivered to the Buyer within 3 working days of the Seller's request. The Buyer shall not be bound by the delivered opinion but shall take it into account when deciding whether or not to pay the invoice on behalf of the Seller. If the Seller fails to deliver the opinion to the Buyer within the aforementioned period, the subcontractor's claim shall be deemed to be justified in full.
- 9.11. The Buyer is entitled to set off the amount corresponding to the payment made by the Buyer directly to the subcontractor against the Seller's payable and unpayable claims against the Buyer or to invite the Seller to pay this amount to the Buyer's account within 15 calendar days from the delivery of the Buyer's invitation to the Seller.

10. HANDOVER AND TAKEOVER OF THE EQUIPMENT

- 10.1. Delivery and acceptance of the Equipment under this Contract shall include its installation (if applicable) and verification of the completeness of the Equipment in the presence of representatives of the Buyer and the Seller.

- 10.2. The Seller shall further verify, in the presence of a representative of the Buyer, that the Equipment meets the conditions set out by the Buyer in the Technical Specification and in this Contract.
- 10.3. For the purposes of the handover procedure, the Seller must submit to the Buyer:
- a) List of delivered components of the Equipment;
 - b) Statement of the Seller that the Equipment is in compliance with the applicable legal regulations, and technical standards, and in accordance with the Technical specification and the business terms and conditions set forth in this Contract;
 - c) Operating and maintenance manuals, conditions for maintenance and protection of the Equipment in Czech or English language, and all necessary documents or accessories pertaining to the Equipment.
- 10.4. If the Seller fails to submit all the above-mentioned documents to the Buyer, the subject matter of performance under this Contract shall not be deemed to be duly completed and fit for handover.
- 10.5. A handover protocol shall be drawn up between the Contracting parties about the handover and takeover procedures that shall contain the following mandatory particulars:
- a) Seller's and the Buyer's information;
 - b) Description of the Equipment that is being handed over;
 - c) The date on which the warranty period commences;
 - d) Buyer's declaration confirming takeover / non-acceptance of the Equipment;
 - e) Indication of identified defects and a deadline for their removal;
 - f) Date of signature of the handover and takeover protocol;
 - g) signatures of persons representing the Contracting parties;
- (hereinafter the "**Handover protocol**").
- 10.6. The parties must state in the handover report that it has been verified that the Equipment meets the specified parameters.
- 10.7. Upon handover of the Equipment, confirmed by the signature of the representatives of the Contracting parties on the handover report, the risk of damage to the handed over Equipment shall pass to the Buyer, while this fact shall not relieve the Seller of liability for damage resulting from defects in the Equipment. Until the time of handover and acceptance of the Equipment, the Seller shall bear the risk of damage to the Equipment.

- 10.8. The Buyer shall not be obliged to accept any Equipment which is defective or deficient, even if the same in themselves or in conjunction with others do not prevent proper use. If the Buyer does not exercise its right not to take over the Equipment showing defects and deficiencies, the Seller and the Buyer shall specify in the Handover protocol a list of the defects and deficiencies found, including the method and date of their removal. If no agreement is reached between the Contracting parties in the Handover protocol on the date of removal of defects, it shall be deemed that such defects shall be removed within 48 hours from the date of handover and acceptance of the Equipment.
- 10.9. If the Equipment and/or its components have defects that could not be detected upon acceptance (hidden defects) and are covered by the warranty period pursuant to Article 11.1 of this Contract, the Buyer is entitled to claim them from the Seller within this period. If the Equipment and/or its components are subject to a warranty period longer than under Article 11.1, the Buyer shall be entitled to claim such latent defects from the Seller within such longer warranty period.

11. WARRANTY, CLAIMS FOR DEFECTS OF THE DELIVERY

- 11.1. The warranty period for the Equipment is 12 months.
- 11.2. The warranty period shall commence on the date of signing of the Handover protocol by the representatives of the Contracting parties. If the Equipment is accepted, even with one defect or deficiency, the warranty period shall commence from the date of removal of the last defect or deficiency by the Seller.
- 11.3. The Buyer shall submit a claim for the removal of a defect in the Equipment to the Seller without undue delay after its discovery, but no later than on the last day of the warranty period, unless otherwise expressly provided for elsewhere in this Contract, by written notification (claim) sent to the responsible representative of the Seller specified in this Contract. Even a claim sent by the Buyer on the last day of the warranty period shall be deemed to be timely filed.
- 11.4. In the written complaint, the Buyer shall describe the nature of the defects and the desired method of remedy. The Buyer shall be entitled to:
- a) Remedy of the defect by providing new Equipment or its parts for the defective Equipment or its parts, if the defect cannot be repaired; or
 - b) Remedy of the defect by repair, if the defect is repairable; or
 - c) Reasonable discount from the Purchase price.
- 11.5. The choice between the above claims for defects of Delivery shall belong to the Buyer. The Buyer shall also be entitled to withdraw from the Contract if the Contract is breached materially by the delivery of the defective Equipment. A situation where the Delivery (or part thereof) does not reach or in the warranty period ceases to meet the minimum parameters required by the Buyer

and listed in the Initial documents or in this Contract.

- 11.6. The Seller undertakes to remove any notified defects free of charge.
- 11.7. The Seller undertakes to initiate actions aimed at eliminating the defect of the Equipment within the warranty period within 5 working days from the date of receipt of the complaint from the Buyer, within that period it undertakes to examine the complaint, diagnose the defect, and notify the Buyer whether it accepts the complaint.
- 11.8. In the event that the provision of spare parts is not necessary to remedy a defect in the Equipment, the Seller shall remedy the defect within 5 working days of receipt of the claim. If it is necessary to provide spare parts to remedy a defect in the Equipment, then the Seller shall remedy the defect within 4 weeks of the date of receipt of the complaint, unless the Contracting parties agree otherwise.

In cases when the Seller does not accept the complaint, the Seller shall be obliged to remove the defect within deadlines determined in within the time limits set out in paragraph 11.8, unless the Contracting parties agree otherwise. In the event that the Seller does not accept the complaint, the validity of the claim shall be verified by an expert report prepared by the Buyer. In the event that the claim is found by the expert to be justified, the Seller shall also bear the costs of the expert's report. If it is proven that the Buyer has claimed the defect unjustifiably, the Buyer is obliged to pay the Seller the costs of eliminating the defect that has been incurred in a reasonable and demonstrable manner. Until the legitimacy of the claim is clarified, the Seller shall bear the costs of removing the defect.

- 11.9. The Contracting parties shall draw up a report on the removal of the claimed defect in which they confirm the removal of the defect. The warranty period shall be extended by the time that elapses from the date of the claim until the defect is removed.
- 11.10. If the Seller does not remove the defect within the time limits specified in paragraph 11.8 of this Article of the Contract, or within the time limit agreed by the Contracting parties, or if the Seller refuses to remove the defect, the Buyer is entitled to have the defect removed at his own expense and the Seller is obliged to pay the Buyer the cost of removing the defect within 10 days from the day the Buyer file such claim in writing with the Seller. However, this procedure of the Buyer does not relieve the Seller from liability for defects and its warranty shall continue to the agreed extent.
- 11.11. The warranty shall not apply to defects caused by improper handling, improper or inadequate maintenance, or failure to comply with the manufacturers' regulations for the operation and maintenance of the Equipment that the Buyer accepted from the Seller upon delivery or about which the Seller has advised the Buyer in writing. The warranty shall also not apply to defects caused by gross negligence or wilful misconduct.
- 11.12. The Contracting parties exclude the application of Section 1925 CC, sentence after the semicolon.

- 11.13. The Seller is obliged to carry out all servicing of the Equipment during the warranty period free of charge, the performance of which conditions the validity of the warranty, within 10 working days from the date of sending the Buyer's request for servicing to the responsible representative of the Seller. The Seller is obliged to notify the Buyer in writing at least 10 days in advance of the obligation to carry out free-of-charge service work, the performance of which is subject to the validity of the warranty. The Seller shall also be obliged to carry out a free service inspection of the delivered Equipment and its parts before the end of the warranty period at the Buyer's written request.
- 11.14. For a period of 5 years from the expiry of the last day of the warranty period for the Equipment, the Seller further undertakes to ensure the availability of all spare parts for the Equipment to the Buyer for a fee and their delivery to the Buyer within 4 weeks from the date of their order by the Buyer, at the price customary at the time and place.

12. CONTRACTUAL PENALTIES

- 12.1. In the event that the Seller is in default of the date of delivery and acceptance of the Equipment specified in Article 6, paragraph 6.1 of this Contract, the Buyer is entitled to charge the Seller a contractual penalty of 0.1% of the purchase price of the Equipment (or part thereof, the delivery of which the Seller is in default) for each day of delay.
- 12.2. In the event that the Seller fails to remove a properly claimed defect of the Equipment within the time limit specified in Article 11, paragraph 11.8 or within the time period agreed by the Parties, the Buyer is entitled to charge the Seller a contractual penalty of 100 EUR for each claimed defect for which the Seller is in delay in removal, for each day of delay.
- 12.3. If the Seller fails to provide the Buyer with warranty service within the period specified in Article 11, paragraph 11.13, the Buyer is entitled to charge the Seller a contractual penalty of 100 EUR for each day of delay in providing warranty service, but not more than the purchase price under this Contract.
- 12.4. If the Seller fails to ensure the availability of spare parts in accordance with Article 11, paragraph 11.14 of this Contract, the Buyer is entitled to charge the Seller a contractual penalty of 100 EUR for each day of delay in providing a spare part, up to a maximum of the purchase price.
- 12.5. If the Buyer makes a direct payment of the invoice to the Seller's subcontractor on behalf of the Seller in accordance with Article 9, paragraph 9.10 of this Contract, the Buyer is entitled to charge the Seller a contractual penalty of 20% of the amount paid to the subcontractor in this way.
- 12.6. In the event that the Seller is in default in the payment of the amount paid by the Buyer directly to the subcontractor on behalf of the Seller in accordance with Article 9, paragraph 9.10, which the Buyer has requested the Seller to pay in accordance with Article 9, paragraph 9.11 of this Contract, the Buyer shall be entitled to charge the Seller a contractual penalty of 0.1% of such amount for each day of delay.

- 12.7. If the Buyer fails to pay the Purchase Price within the terms specified in this Contract, the Buyer shall be obliged to pay the Seller interest on late payment at the statutory rate, unless the Buyer proves that the delay in payment of the Purchase Price was caused by the late release of funds by the provider of the subsidy.
- 12.8. The obliged Contracting party must pay the contractual penalties to the authorized Contracting party no later than 15 calendar days from the date of receipt of the relevant invoice from the other Contracting party.
- 10.8 The Contracting parties exclude the application of the provisions of Section 2050 CC. The Buyer shall always retain the right to compensation.

13. TERMINATION OF THE CONTRACT

- 13.1. This Contract may be terminated by performance, agreement of the Contracting parties, or rescission for reasons provided by law or this Contract.
- 13.2. The Buyer shall further be entitled to withdraw from the Contract without any penalty if any of the following also occurs:
- a) The Buyer will not be awarded, withdrawn, or not paid the financial subsidy;
 - a) If there is a material breach of the obligations imposed on the Seller by this Contract (see paragraph 11.3 of this Article);
 - b) the Seller enters into liquidation;
 - c) The Seller's assets are subject to insolvency (or similar) proceedings in which a bankruptcy order has been made, or the bankruptcy petition has been dismissed because the assets are insufficient to pay the costs of the insolvency proceedings or the bankruptcy has been annulled because the assets were wholly insufficient, or receivership has been imposed under special legislation;
 - d) The competent public authority (State Labour Inspection Office or Regional Labour Inspectorate, Regional Sanitary Station, etc.) finds by its final decision in connection with the fulfillment of this Contract a violation of generally binding legal regulations by the Seller;
 - e) If it becomes apparent that the Seller has provided information or documents in the Tender which do not correspond to the facts and which had or could have had an impact on the result of the Tender procedure which led to the conclusion of this Contract (by analogy pursuant to Section 223(2) of the ZZVZ)
- 13.3. A material breach of this Contract shall be deemed to be:

- f) The Seller's default over the date of handover and takeover of the Equipment referred to in Article 6, paragraph 6.1 of this Contract for more than one 4 weeks;
- g) Assignment/transfer/transfer of the Seller's rights and obligations under this Contract to a third party without the Buyer's written consent;
- h) Seller repeatedly (consistently) violates laws, regulations, technical standards, and norms of the Czech Republic or other states, which it has undertaken to comply with in this Contract;
- i) If the Equipment or part thereof fails or ceases to achieve the minimum functions and parameters required by the Buyer and specified in the Seller's Offer during the warranty period;
- j) if the Seller breaches this Contract in such a way that as a result the Buyer cannot fulfill the purposes for which the Contract was agreed, or if the Buyer suffers greater damage as a result of such action by the Seller.

13.4. The Seller is entitled to withdraw from the Contract in the event of a material breach of the Contract by the Buyer. A material breach of the Contract by the Buyer shall be deemed to be a failure to pay the purchase price within the time specified in this Contract, although the Seller has notified the Buyer of such breach in writing and has given the Buyer a sufficiently long period of time to comply with this obligation.

13.5. The Buyer is entitled to withdraw from the Contract only in relation to a part of the performance (delivery).

13.6. REPRESENTATIVES OF THE PARTIES, NOTIFICATION

13.7. After signing the Contract, the Seller and the Buyer shall communicate to each other the identification of the responsible representative for communication with the other Contracting party.

13.8. Except as otherwise provided in this Contract, all notices to be or which may be given between the Contracting parties under this Contract shall be in writing and delivered to the other Contracting party by an authorized freight forwarding service, personally (with written acknowledgment of receipt) or by certified mail sent using a postal service provider; such notice shall be deemed to have occurred on the third business day after mailing, but if sent to an address in another state, then on the fifteenth business day after mailing. In the case of a claim, written notification may also be sent by e-mail.

14. GOVERNING LAW

14.1. This Contract and any and all legal relations arising here from shall be governed exclusively by the laws and regulations of the Czech Republic.

- 14.2. The Contracting parties acknowledge and recognize that areas not explicitly regulated hereby shall be regulated by the respective provisions of the CC.
- 14.3. Any and all disputes arising in connection herewith shall be resolved by the Contracting parties through negotiations. In cases where a dispute cannot be resolved amicably by negotiation, such a dispute shall be decided upon a motion of one of the Contracting parties by a competent court in the Czech Republic.

15. FINAL PROVISIONS

- 15.1. This Contract, including the Annexes, constitutes a complete and integrated contract between the Buyer and the Seller.
- 15.2. The Contracting parties agree that the Seller shall not be entitled to set off its claim, or the claim of its sub-debtor against the Buyer's claim against the Seller.
- 15.3. The Seller shall not be entitled to assign any claim arising under or in connection with this Contract to a third party. The Seller shall not be entitled to assign the rights and obligations under this Contract or any part thereof to a third party.
- 15.4. The Seller undertakes to have liability insurance for damage caused in connection with the performance of business activities for the entire term of this Contract, with a limit of insurance coverage of at least the purchase price according to Article 5, paragraph 5.1 of this Contract.
- 15.5. If any provision of this Contract is later found or determined to be invalid, ineffective, apparent, or unenforceable, then such invalidity, ineffectiveness, apparent, or unenforceable provision shall not render the Contract as a whole invalid, ineffective, apparent or unenforceable. In such case, the Parties undertake to clarify such defective provision without undue delay in the future within the meaning of Section 553(2) of the Civil Code or to replace it by mutual agreement with a new provision which most closely, to the extent permitted by the laws of the Czech Republic, corresponds to the intention of the Parties at the time of the conclusion of this Contract.
- 15.6. This Contract shall enter into force on the date of its signature by the authorized representatives of both Contracting parties and shall become effective on the date of its publication in the Register of Contracts.
- 15.7. This Contract may be amended or modified exclusively in the form of written and numbered amendments specifying the time and place thereof, and signed by the authorized representatives of the Contracting parties. In accordance with Section 564 CC, the Contracting parties explicitly exclude executing amendments hereto in any other manner or form.
- 15.8. If a Contracting party violates an obligation under this Contract or if it can and should know of such breach, it shall without undue delay notify the other Contracting party of any detriment to that effect and shall draw attention to its possible consequences; in such a case, the aggrieved

Contracting party is not entitled to compensation for the loss it could have been prevented from reporting.

15.9. Under the terms of this Contract, the Seller undertakes to:

15.9.1. To archive all documentation prepared in connection with performing hereunder and to enable all entities entitled to control the project from which performance hereunder is paid to carry out control of documentation related to this performance, all for the whole period of archiving of the Project. The Buyer shall be entitled to take over this archive, free of charge, after the expiry of ten (10) years after completion of performance hereunder;

15.9.2. as the obliged party under Section 2 letter e) of Act No. 320/2001 Coll., on Financial Controls in Public Administration, as amended, to provide all necessary cooperation during audits or financial controls, among others enable all entities entitled to carry out control of the Project, to access all documentation, i.e. also those parts of bids, contracts and related documents that are protected under special regulation (e.g. commercial secret) provided that requirements set by legal regulations are met; the Seller hereby undertakes to bind any of his potential subcontractors to become subject to this obligation.

15.10. This Contract has been drawn up in 4 (four) copies, with each Contracting Party receiving 2 (two) copies.

15.11. The following annexes form an integral part of the Contract:

Annex 1: Technical Specification,

Annex No. 2: The Seller's offer submitted in the framework of the tender procedure in the part that technically describes the subject of performance,

Annex 3: Estimated itemized budget.

15.12. By attaching their signature hereto the Contracting parties express their consent with the content hereof in its entirety.

In Prague on _____

In Prague on _____

On behalf of: Charles University,

On behalf of: GOL SPORT s.r.o.

Faculty of Physical Education and Sport

Name: : Ing. Radim Zelenka, Ph.D.

Name: Jan Chlopčík

Function: Faculty Secretary

Function: legal representative