

PURCHASE CONTRACT

*This purchase contract ("**Contract**") was concluded pursuant to section 2079 et seq. of the Act No. 89/2012 Coll., Civil Code ("**Civil Code**"), on the day, month and year stated below by and between:*

Institute of Atmospheric Physics of the Czech Academy of Sciences

Registered Office: Boční II 1401, 141 00 Prague 4
Company Identification No: 68378289
Tax Identification No.: CZ68378289
Represented by: prof. RNDr. Radan Huth, DrSc., director
Bank details: Komerční banka a.s., Praha 1
Bank account No.:
on the one side as the buyer ("**Buyer**")

and

METEK Meteorologische Messtechnik GmbH

Registered office: Fritz-Straßmann-Str. 4, 25337 Elmshorn, Germany
Company Identification No: DE4591194
Tax identification No.: DE118612835
Represented by: Hans-Jürgen Kirtzel
Registered in: Germany
Bank details: Hamburger Sparkasse
Bank account No.:
on the other side as the seller ("**Seller**")

(The Buyer and the Seller are hereinafter jointly referred to as "**Parties**" and individually as "**Party**").

WHEREAS

- (A) The Buyer is a public contracting authority.
- (B) For the successful realization of the Project it is necessary to purchase the Object of Purchase (as defined below) in accordance with the Act No. 134/2016 Coll., Public Procurement Act.
- (C) The Seller wishes to provide the Object of Purchase to the Buyer for consideration
- (D) The Seller's tender for the public contract entitled "**Supply of wind profiler based on laser measurements**" was selected by the Buyer as the most suitable.

IT WAS AGREED AS FOLLOWS:

I.

BASIC PROVISIONS

- 1.1 Under this Contract the Seller shall hand over to the Buyer an **wind profiler based on laser measurements** including Service tools that are required to access all measuring points and forced replacement of user exchangeable components, which shall meet requirements listed in Annex 1 (Technical Description of the Offered Performance) and Annex 2 (Technical Specification of the Supply) 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. All components of the Object of Purchase must be brand new and their age should not exceed 12 months at the date of production and will not consist of prototypes and remanufactured components of the older equipment.

- 1.2 Under this Contract the Seller shall also carry out following activities ("Related Activities"):
- a) to verify that the Object of Purchase meets all requirements stipulated in this Contract;
 - b) to elaborate and hand over to the Buyer operator and technical manual, results and official protocol of Factory Acceptance Test and other documents that are necessary for the proper takeover and use of the Object of Purchase in English language in printed and electronic form including schematics;
 - c) to handover the declaration of conformity of the Object of Purchase with the approved standards, if there are any;
 - d) to elaborate a list of particular items of the Object of Purchase for the purposes of control;
 - e) perform on-site installation of the Object of Purchase and on-site operator training;
 - f) perform online operator training within 21 days after delivery and installation.
- 1.3 The Buyer has right to reproduce the entire technical documentation or part thereof in electronic and paper form for internal use to require the update of documentation that occurs about the same time as any change in hardware or software and in case of its evident inaccuracy or incompleteness.
- 1.4 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 deliver the Object of Purchase within 5 months after signing this Contract.
- 2.2. The Seller is responsible for shipping the Object of Purchase to the place of delivery except for the transport of the Object of Purchase from the lower station of the cable car (50.5636156N, 13.9311769E) to the upper station of the cable car to Milešovka, which will be carried out by the staff of the Buyer. A risk of damage on the property during cable car shipment lies with the Buyer.
- 2.3. The place of delivery is the following address: Meteorological observatory Milešovka, 417 63 Žalany, Czech Republic (50.5549050N, 13.9310911E) (hereinafter referred to as "observatory"). The Object of Purchase will be transported by the Buyer to the observatory from the bottom station of the cable car by means of a cable car.
- 2.4. The Seller shall install the Object of Purchase in its designed place in the observatory on the day of delivery or within one working day after the delivery. The observatory is accessible only on foot.
- 2.5. The Seller shall communicate the conditions for the installation site at least 1 month prior to the delivery of the Object of Purchase.

III.
THE OWNERSHIP RIGHT

- 3.1 The ownership right to the Object of Purchase shall be transferred to the Buyer upon the signature of the Handover Protocol (as defined below) by both Parties.

IV.
PRICE AND PAYMENT TERMS

- 4.1. The purchase price for the Object of Purchase is 154.542,24 EUR without value added tax ("VAT"), the VAT rate of 21 % is not applicable in this case, therefore the purchase price is 154.542,24 EUR ("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 of the Object of Purchase, handover of the Object of Purchase and execution of Related Activities, costs of copyright, Insurance, warranty Service and any other costs and expenses connected with the performance of this Contract.
- 4.3. The Purchase Price may be changed only if:
- a) in the period between the conclusion of this Contract and the signature of the Handover Protocol the rates of VAT are changed (in such a case the new price for the Object of Purchase shall only reflect the new rate of VAT) or if
 - b) 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 EUR 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 invoice within 21 days from its receipt. 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 Buyer shall realize payments on the basis of duly issued invoices. The invoices will be sent in electronic form to the email address: [REDACTED]H
- 4.7. The Purchase price will be paid in two payments. The Seller will send to the Buyer first invoice for advance payment (50 % of the Purchase Price) after 7 days after signature of the Contract and its publication in the register of contracts and the Buyer shall realize the payment within 21 days after its receipt. The Seller will send to the Buyer second invoice after delivery of the Object of the Purchase and signature of the hand-over protocol in accordance with this Contract. The Buyer shall realize the second payment within 21 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.
- 4.8. 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 document,
- 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.

- 4.9. 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 and Related Activities are 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.
- 5.4. The Seller is aware that the Buyer does not have at its disposal premises for the storage of packaging and, therefore, shall not store packaging of the Object of Purchase. The absence of original packaging cannot be an excuse for refusal of elimination of defects of the Object of Purchase.

VI. WARRANTY

- 6.1. The Seller shall provide a warranty of quality of the Object of Purchase for the period of 24 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: [REDACTED] The Seller shall confirm reception of the notification within 96 hours from 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:
- ask for the removal of the defect by the delivery of a new Object of Purchase or its individual parts, or
 - ask for the removal of the defect by repair, or
 - 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 considers 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. The seller will guarantee availability of spare parts for at least 7 years from the signing of the hand-over protocol.
- 6.13. 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
- has all the professional prerequisites necessary for the proper fulfilment of this Contract,
 - is fully authorized to perform this Contract, and
 - 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 default regarding the delivery of the Object of Purchase, i.e. the Seller breaches its duty to perform this Contract in time and due manner, the Seller shall pay to the Buyer a contractual penalty in the amount of 0.1 % of the Purchase Price for every (even commenced) day of default.
- 8.2. 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.
- 8.3. 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 exceed the contractual penalty.
- 8.4. Total amount of contractual penalties that the Buyer is entitled to claim shall not exceed 30 % of the Purchase Price.
- 8.5. 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.
- 8.6. Parties exclude the Section 2050 of the Civil Code.

**IX.
RIGHT OF WITHDRAWAL**

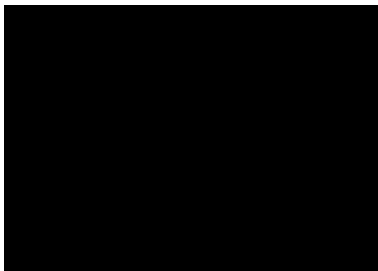
- 9.1. The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:
 - a) the Seller shall be in delay with the fulfilment of this Contract and such delay lasts more than one week;
 - b) the Object of Purchase shall not fulfil the requirements stipulated in this Contract, in particular in Annex 1 (*Technical Description of the Offered Performance*) and Annex 2 (*Technical Specification of the Supply*);
 - c) the insolvency proceeding is initiated against the Seller; or
 - d) 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**

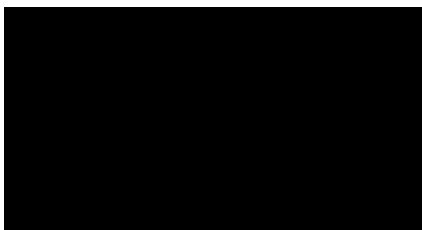
- 10.1. Parties shall not disclose Information that shall become available to them in connection with this Contract and its performance and whose disclosure could harm the other Party. Duties of the Buyer ensuing from the applicable legal regulations remain unaffected.

**XI.
REPRESENTATIVES OF THE PARTIES**

- 11.1. The Seller appoints following representatives for the communication with the Buyer:
In technical matters:



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



XII. FINÁL 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 (*Technical Description of the Offered Performance*) and Annex 2 (*Technical Specification of the Supply*). In case of discrepancies between text of the Annexes and text of the Contract, the text of the Annexes 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 (date included in the electronic signature)

25.4.2025

for the Buyer
prof. RNDr. Radan Huth, DrSc.
director

In Elmshorn OH (date included in the electronic signature)

7.5.2025

for the Seller
Hans-Jürgen Kirtzel
General Manager

ANNEX NO. 1

TECHNICAL DESCRIPTION OF THE OFFERED PERFORMANCE

The Contracting Authority requires supplying the equipment which complies with the following minimum technical parameters:

Delivery specifications:

The delivery must include an instrument for automated long-term measurement of 3D vertical wind profiles in PBL (hereinafter the "instrument"). The instrument must operate in a remotely controlled regime from the workplace of the Institute of Atmospheric Physics of the Czech Academy of Sciences in Prague.

The delivery must include a provision of the appropriate documentation for the instrument and appropriate training of instrument operators.

Further specifications of the public tender are specified below in the technical parameters and in the proposal of purchase contract, which is annexed to this tender documentation.

The following technical requirements of the equipment are considered as minimum requirements that must be fulfilled. In case, when the bidder will offer an equipment which does not conform to the technical conditions specified below or an equipment which does not contain all the components described below, the bidder will be excluded from the tender on the basis of failure to comply with the terms and conditions specified by Contracting Authority tender.

The Contracting Authority requires that the equipment was brand new, fully functional and complete.

Technical parameters:

A) General characteristics of the instrument:

An instrument for measurement of vertical wind profiles;

Fully automated operation;

Working temperature -30 to 40°C;

Working wind speed up to 25 m/s, wind gusts up to 40 m/s;

Working relative humidity from 10 % up to 100 %;

Weight 100 kg max;

Transportable instrument;

Integrated control system;

Range of measuring heights from 100 m (or lower) up to minimum 2000 m at good atmospheric conditions

Number of measuring heights and its resolution is adjustable. Resolution is 30 m or lower distance.

Range of measured wind speed is from 0 to 50 m/s with accuracy 0.2 m/s below 10 m/s and 2.5 % for wind speeds larger than 10 m/s.

Range of wind direction is from 0 to 360 °, with accuracy not exceeding 5 ° for wind speed larger than 5 m/s.

Averaging time wind profiles is adjustable from 2 s.

The processed data (3D wind speed components) can be written to the data storage and can also be sent via Ethernet. At the same time, the original measured data can also be written to data storage or sent via Ethernet.

Built-in memory is at least 32 GB.

Built in quality control.

Automatic system monitoring.

B) Construction of the instrument:

All components of the device must be brand new and their age should not exceed 12 months at the date of production. Contract Authority expressly notes that prototypes and remanufactured components of the older equipment are not permitted;

Equipment must be adapted to the supply network, which comply with DIN EN 50160. The supply voltage is 230 V 50 Hz, single phase connection;

All electrical equipment must meet the following legislation or regulations:

2014/30 /EU;

IEC 61000-4-5: 2014;

Maximum input power supply of all equipment ensuring 24-hour operation of the instrument cannot exceed 250 W;

Total size of the instrument does not exceed 1000 mm in height, 800 mm in width and 800 mm in depth;

Connectors must be differentiated so that they cannot be connected by mistake;

The connectors must be capable of withstanding repeated engagement and disengagement (in the framework of Service requirements) without damage and degradation;

All connectors and measuring points must have granted access, which must be described in the technical documentation;

All components of the instrument including connectors, cables, Circuit boards, etc. must be clearly identified and described - Client requires that all components are documented in English;

After an interruption of the power supply system shall allow automatic sequential switching (soft start) and start of operational measurement;

Safety precautions - all the equipment which could be damaged by inappropriate handling or which endanger the health of operators, must include security protection (safety interlock);

The instrument must be designed for continuous 24-hour operation;

Manufacturer's recommended maintenance shutdowns must not cause outages of instrument measurements exceeding 2 % of the total operational time of measurement, i.e. maximum of 168 hours per year;

The Contracting Authority requires to deliver Service tools that are required to access all measuring points and forced replacement of user exchangeable components;

C) Backup power supply UPS:

The instrument must be equipped by power supply, overvoltage protection and UPS enabling at least 20 minutes operation without power source and subsequent automatic termination of the measurement.

D) Requirements for spare parts:

The supplier is obliged to ensure the spare parts supply for a period of 7 years from the delivery.

E) Documentation requirements:

Contracting Authority declares that all documentation for the device must be in English and delivered in printed and electronic form (including schematics). It must contain at least the following elements:

Operator manual - contains instructions and operations necessary for complete control of the instrument;

instructions for basic system settings and data Processing and given specific values of important parameters;

operation workflow for control of the system and the accuracy of measurements;

Technical manual - containing a detailed description of the individual facilities and their maintenance; description of the installation, setup, operation, operational instructions, periodic maintenance and periodic diagnosis;

description of the solution of typical problems;

Results and official protocol of Factory Acceptance Test (validation).

Approval of the documentation will be part of the approval process;

Contracting Authority reserves the right to reproduce the entire technical documentation or part thereof in electronic and paper form for internal use;

Contracting Authority will be entitled to require the update of documentation that occurs:
about the same time as any change in hardware or software;
in case of its evident inaccuracy or incompleteness, to which the Contracting Authority notifies the applicant.

ANNEX NO. 2
TECHNICAL DESCRIPTION
TECHNICAL SPECIFICATION OF THE SUPPLY

Technical parameters table

Parameter	Required value	Offered value
Mode of operation	Fully automated Built in quality control Automatic system monitoring Transportable Integrated control system	Fully automated Built in quality control Automatic system monitoring Transportable Integrated control system
Working wind speed	up to 25 m/s	0 m/s to 60 m/s
Wind gusts	up to 40 m/s	0 m/s to 60 m/s
Working relative humidity	10 % to 100 %	5 % to 100 %
Range of measuring heights	100 m (or lower) up to minimum 2000 m at good atmospheric conditions	40 m to > 2000 m at good atmospheric conditions
Built in memory	32 GB	32 GB
Working temperature	30 5C-405C	-30 °C ... +45 °C
Weight	100 kg max	approx. 50 kg
Number of measuring heights and resolution	Adjustable, minimum resolution is 30 m	adjustable, typically 20 ... 50 m
Range of measured wind speed	0 to 50 m/s	0 m/s to 60 m/s
Accuracy	0.2 m/s below 10 m/s and 2.5 % for wind speeds larger than 10 m/s	0.2 m/s or 2 % at wind speeds > 10 m/s
Range of wind direction	from 0 to 360 °, with accuracy not exceeding 5 ° for wind speed larger than 5 m/s	from 0 to 360°, with accuracy not exceeding 3° at wind speeds > 5 m/s
Averaging time wind profile	Adjustable from 2 s	A full instantaneous wind profile can be available from 1 s or more (adjustable). And in principle, the averaging of the wind profiles is possible for time intervals of at least 2 s, but we strongly recommend to use typical averaging times between 1 ... 30 minutes to get statistically representative data.