

Charles University, Faculty of Science

Place of business: Albertov 6, 128 44 Praha 2

IC: 00216208, DIC : CZ00216208,

Acting by: prof. RNDr. Jiří Zima, CSc., dean of the faculty

Account number :

hereinafter referred to as the Buyer

SELLER

Acting buy

Place of business

Mailing address

Registered in

| | | |
|---|-------------------|------------|
| OptiXs, s.r.o. | | |
| Ing. Aleš Jandík | Funkce | CEO |
| Křivoklátská 37, 199 00 Praha 9 | ID/ | 02016770 |
| | Tax N. | CZ02016770 |
| The Commercial Register kept by Municipal Court in Prague, C212818 | Account number | |

THE PURCHASE AGREEMENT

Seller's contract number.....

Buyer's contract number¹ 2017/248

A. Special part

| | | | |
|---------------------------------|---|--|--|
| Department of Buyer | Department of Teaching and Didactics of Chemistry | | |
| Subject of the contract | by the Seller Transfer of ownership of the goods to the Buyer Delivery to the place of delivery Installation Removal of packing material Handover of documents by the Buyer Receipt of the goods at the point of delivery Payment of the purchase price | | |
| Description of goods | New and still unused Optical tables Further definition of the goods specified in the Annex. 1 | | |
| Delivery date | Not later then 30th of September | Place of delivery Charles University, Faculty of Science, Hlavova 2, 128 00, Prague 2. | |
| Price with VAT | 369 669,52 CZK | VAT Rate 21% | Price without VAT 305 512 CZK |
| Payment of invoices | 30 days after delivery | Basic terms of payment - Advance is not provided - Payment after delivery / installation of goods - Number of this contract must be on invoice | |
| The warranty period | 24 months | removal of defects warranty | Within 14 working days from notification |
| Place removal of defects | Křivoklátská 37, 19900 Praha 9 | Contact for notification of warranty defects | |
| Wear parts | --- | Warranty on wear parts | --- |
| Terms sanctions | - For delay with payment of financial performance Interest on late payment 0,05 % of the owed amount for each day of delay - For delay in delivery of goods a penalty of 0.05% of the price for each day of delay - For delay in removing warranty defects reported 0.01% of the price for each failure to cure the defect and the warranty day delay | | |
| Public procurement | Seller was selected in the public procurement of small-scale (i.e. to 2 M Kč without VAT) | | |
| Other arrangements | | | |
| Action name | “Supplying of laboratory optical tables” | | |

¹ To be added manually by the Buyer before signing the contract

B. General part

This section regulates in detail the conditions of the purchase contract, which are the basic features defined in Part A of this contract. In the event of any conflict between Part A and Part B of this contract, part A has precedence.

I. Introductory provisions

- 1) The seller must deliver the new and unused goods and provide services associated with the delivered goods. If the contract is concluded on the basis of the selection or award procedure must have product properties and parameters required by the Buyer in the tender conditions. Goods must fulfill the stated purpose, unless expressly specified purpose, then the purpose for which the goods are generally used.
- 2) The goods delivered contrary to paragraph 1 of this Article shall be deemed defective.

II. Invoicing and payment terms

- 1) The purchase price includes all costs and profit of the seller. The purchase price includes, in particular customs, taxation, banking and other fees, transport and installation of the goods, putting into permanent operation, operator training and the buyer's costs for warranty service. The purchase price is fixed and complete and includes complete delivery. The right to receive payment for the Seller due fulfillment of its commitment to the place of delivery in the manner specified in this contract.
- 2) The buyer shall pay the purchase price until after receiving the goods, including documents necessary for the operation of the instrument and the signature of the protocol of delivery and acceptance of goods, and possibly even the installation of signature of the Protocol, on the basis of an invoice (the "Invoice") with a maturity specified part A of this Agreement, which shall commence delivery of the invoice to the buyer.
- 3) The date of payment of the purchase price shall be the day on which the amount is debited from the account of the buyer to the seller's account stated on the invoice. The invoice must be executed in accordance with the generally binding legal regulations, it must be stated that the contract stipulated maturity and its annexes must be signed by both parties a copy of the installation log and must be on the number of the purchaser thereof. If there is no obligation for a seller to install the goods, a copy of the invoice will be attached to the two sides signed acceptance report. If an invoice is incorrect or incomplete, the buyer is entitled to return it to the seller for revision or amendment. In this case, a new maturity period runs from the date of receipt of the corrected invoice to the buyer.
- 4) If there is a risk that the buyer could be liable for unpaid VAT within the meaning of § 109 of the VAT Act, the buyer is entitled to pay VAT on the deposit account pursuant to § 109a of the VAT Act.
- 5) For payment of the purchase price shall be deemed to dispatch the appropriate amount to the account specified in the invoice. If this account has not been published by the tax according to § 98 a. d) of the VAT Act, the customer is entitled to pay VAT on the deposit account pursuant to § 109a of the VAT Act.
- 6) If invoice with all the necessities will be not delivered to the buyer within **30.12.2017**, the buyer is entitled to withdraw from this contract.

III. Terms of delivery and transfer of title

- 1) This Contract is concluded as so. Fixed contract, the Buyer reserves the right, in case of early or late delivery of goods or incomplete deliveries at its sole discretion, either accept the goods, or to deny the withdrawal.
- 2) The seller delivers the goods with proper accessories. Accessories especially means (installation material, assembly jigs, connectors, jumper cables, user codes, passwords, etc..).
- 3) About delivery and acceptance of goods will be between the parties drawn up and signed a protocol about delivery and acceptance of goods (the "Acceptance Protocol"). The sampling protocol must include, among other things, information about the frequency and method of revision. If the seller's responsibility to install the product, will be between the parties drawn up and signed the installation protocol about the installation of goods, commissioning and testing between the parties.
- 4) The buyer is obliged to accept the goods only if it is free of defects. Defective goods, the buyer is entitled to refuse.
- 5) Seller's and Buyer's Authorized persons listed in Part A are entitled to collect the goods and pass and sign the acceptance certificate, and that the goods and the seller is installed, the sign and the installation log.
- 6) Seller agrees to deliver to the Purchaser the documents necessary for the proper use of the goods, for example approval and by the approval certificates, declarations of conformity, operating instructions and use, assembly and installation instructions.
- 7) Title to the goods shall become the purchaser at the time of signing the acceptance protocol by both parties.
- 8) Risk of damage to the goods passes to the buyer upon signing the installation log. Unless the obligation of the seller to install the goods, signing the acceptance protocol.
- 9) If the seller is required to install the product, the installation will follow immediately on delivery of goods and will be completed without undue delay. The seller is obliged to perform the installation with professional care and alert the buyer to risks associated with the placement of goods. The seller is obliged to refuse installation of the goods, if not met the conditions specified by the manufacturer or generally binding legal regulations for its implementation.
- 10) If the seller is obliged to train operators, do so upon delivery, unless the parties agreed otherwise contact. The buyer is obliged to provide the buyer with the necessary cooperation, in particular to determine the persons to be trained to participate and ensure their participation in training.

IV. Guarantee of quality

- 1) The seller provides the buyer a guarantee of quality for the period specified in section A. The warranty begins on the installation of the goods, unless the seller is obliged to perform, then signature acceptance report.
- 2) The seller guarantees during the guarantee period, the product will have the usual characteristics or properties of the contract.

- 3) Warranty service is provided free of charge by the seller and include all costs associated with warranty service, especially the cost of spare parts, travel and labor service technician.
- 4) In the event that the Goods is a medical device according to Law no. 268/2014 Coll., The seller is obliged to free periodic safety technical inspection of goods in accordance with law no. 268/2014 Coll. and its implementing regulations.
- 5) Warranty defects announces the buyer to the seller's authorized person referred to in Part A of this Contract. Seller shall, without undue delay after receipt of the notice of defect to examine and work on removing the claimed defects. If the seller will not be able to remove the defects arising within the period provided for removal of defects warranty set out in Part A of this Contract, the Seller will supply adequate replacement device that functionally replace the defective goods, to the commissioning of the defective goods.
- 6) If in part A above, the warranty defects are removed by the Seller, sends the Buyer together with the notice and goods.
- 7) The warranty period does not run as long as the buyer can not use the goods for his defects attributable to the seller.
- 8) The warranty does not cover damage to goods caused by improper or incorrect installation or incorrect operation contrary to the instructions given in the operating instructions, or inadequate storage of its technical characteristics.
- 9) The buyer is entitled to withdraw from the contract, unless the seller can deliver notifications warranty defects.
- 10) If the seller is in default with the removal of defects warranty, the buyer has the right to provide more reasonable time to withdraw.
- 11) In the event that the guarantee defect is not repairable defect, the buyer is entitled to withdraw from the contract or to request delivery of new goods.
- 12) In the case of an unjustified complaint covers the cost of removing defects buyer.
- 13) The buyer is also entitled to repair defects that were knowable at inception this contract.

V. Final negotiations

- 1) Contract's penalties are set out in Part A of this contract.
- 2) If the goods or his part meet the criteria of a copyrighted work, is transferred to the buyer from seller non-exclusive license to all types of use such works without the time and spatial constraints. The buyer is not obligated to use the work. The price of the license is included in the purchase price.
- 3) Individuals who enter into this agreement on behalf of or on behalf of each Party signing a contract claim that they are entitled to a valid conclusion of the contract.
- 4) The seller is not entitled, without the prior written consent of the buyer to assign any claims arising from this contract to a third party.
- 5) Seller acknowledges that the Buyer is obliged to publish all contracts including its Annexes and any amendments thereto, if the price of performance greater than 500 000 CZK without VAT.
- 6) Seller agrees to cooperate to control pursuant to § 13 paragraph. 3 of Law no. 320/2001 Coll., On financial control.
- 7) If the purchase contract follows the selection or procurement procedure, then this contractual relationship governed by these documents are descending importance:
 - a) Annexes to this Contract,
 - b) the tender documentation,
 - c) offer the Seller.
- 8) This Contract can only be modified in writing numbered amendments signed by both Parties.
- 9) The contract is drawn up in three copies as originals, of which the seller and buyer will receive one two.
- 10) The Seller takes the risk of a change in circumstances within the meaning of § 1765 paragraph. 2 of the Civil Code
- 11) The Buyer excludes the possibility of a draft contract with additions or variations within the meaning of § 1740 paragraph. 3 of the Civil Code.
- 12) The Parties agree that the rights and obligations of this agreement shall be governed by the Civil Code.
- 13) The Seller agrees that the purchaser discloses the contract pursuant to Act no. 340/2015 Coll. and also according to Act no. 134/2016 Coll. as a whole, because in the contract is not information whose disclosure would be an unjustified encroachment on the rights and obligations of the Seller or its employees. Seller agrees that the contract would be disclose including manual signatures of representatives of the parties.
- 14) This contract has three counterparts, of which the seller receives one and two buyers.
- 15) This Agreement shall enter into force upon signature by both parties.
- 16) The Contracting Parties declare that they have read this Agreement, and that was reached after mutual discussion by their free will, definitely, seriously and comprehensively, not in distress at arm's length.

17-08-2017

In Prague

In Prague dated 28th June 2017

Buyer:

Seller:

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 prof. RNDr. Jiří Zima, CSc.
 Dean of Faculty of Science,
 Charles University

Ing. Martin DICKER
 CEO
 OptiXs, s.r.o.

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