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: xxx

Represented by: prof. Dr. Ing. Miroslav Černík CSc.

Person responsible for the contractual relation: xxx

Internal contract number: S/CXI/8400/2025/199

(hereinafter the “**Buyer**”)

and

1. Name/Company:  FKM Sintertechnik GmbH

Registered office:  Zum Musbach 6, 35216 Biedenkopf, GERMANY

Recorded: in  Handelsregister     register kept by the  Amtsgericht     Court in  Marburg/Germany     file reference   HRB 2985

Reg. No.:

Tax ID No.:  VAT-ID DE811623037

Bank details: xxx

Account number: xxx

Represented by: xxx

(hereinafter the “**Seller**”)

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, based on the offer Nr. A 03786 25 – 01 from 16.6.2025 (annex 1), is
	1. 11 x Bauteil additiv gefertigt: Laser Sintering (SLS); 4115 aus PA 3200 GF à 122,82 € = 1.351,02 €
	2. 13 x Bauteil additiv gefertigt: Laser Sintering (SLS); 4125 aus PA 3200 GF à 73,00 € = 949,00 €
	3. Delivery - à 50,00 = € 50,00 €

(hereinafter the “Subject-matter or item”).

1. The Subject-matter is purchased for the purpose of fulfilling the project “Development of electrodeionization modules for special applications”, reg.Nr. FW10010298 outputs.
2. Buyer acquires the title to the item at receiving the item and signing the document that proves the delivery and acceptance thereof (hereinafter the “Handover Certificate”).
3. For the purpose hereof, delivery shall be Seller’s delivering of the item to the place of performance in accordance with the Contract, and the surrender of the item to Buyer.
4. **Purchase Price and Payment Terms**
5. The purchase price for the item is EUR 2350,02 exclusive of VAT. The purchase price shall be agreed as fixed and unchangeable. VAT shall be charged in accordance with effective legislation.
6. Furthermore, the purchase price includes3D-Printing, delivery/transportation.
7. The payment of the purchase price hereunder shall be made by Buyer on the basis of an invoice issued by Seller. The invoice shall be issued after proper acceptance of the item by Buyer. Maturity is agreed for fourteen (14) calendar days from the date of the delivery of the invoice to Buyer.
8. 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 requirements of a tax document under the legislations of the Federal Rebublic of Germany.
9. 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.
10. The Seller is obliged to ensure the proper and timely fulfillment of financial obligations to its subcontractors. Proper and timely fulfillment is considered full payment of invoices issued by the subcontractor for performance provided to the Seller to perform obligations arising from this Contract, always no later than 15 days from receipt of payment by the Buyer for a specific performance (unless the due date of invoice issued by the subcontractor has occurred before). The Seller undertakes to transfer the same obligation to other levels of the supply chain and to oblige its subcontractors to fulfill and transfer this obligation also to lower levels of the supply chain. The Buyer is entitled to request the submission of documents on payments made to subcontractors and contracts concluded between the Seller and subcontractors.
11. **Deadline for Performance**

Seller undertakes to deliver the item within 14 days.

1. **Place of Performance, Delivery**
2. Seller shall be obliged to deliver the item to the place of performance where it shall be taken over by Buyer: Bendlova 1409/7, Liberec 460 01, Czech Republic.
3. No additional documentation is required.
4. Seller and Buyer shall agree on a specific deadline (date and time) for the delivery 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 signing the Handover Certificate (i.e. acceptance of the item by Buyer).
6. **Buyer’s Cooperation**
7. **Confirming of Contractual Parties’ Obligations**
8. If Buyer gets into arrears with the payment of the purchase price, they shall be obliged to pay Seller a contractual penalty of 0.05 per cent of the purchase price, exclusive of VAT, for the item for each day of delay.
9. If Seller gets into arrears with the delivery of the item within the deadline for the performance hereby, no contractual penalty shall apply.
10. If Seller fails to meet the deadline for the elimination of defects stipulated herein, no contractual penalty shall apply.
11. The obligated party hereto shall be allowed to pay the contractual penalty on the basis of a penalty invoice issued by the entitled contractual party.
12. **Quality Guarantee**
13. The item shall be considered defective only if it shows manufacturing defects resulting from the Seller’s additive manufacturing process (SLS/SLM) which deviate from the agreed specifications or the Seller’s manufacturing standards and were not explicitly communicated to the Buyer prior to delivery. The Seller shall not be liable for any design, construction, or functional deficiencies, as these are the sole responsibility of the Buyer.
14. The Seller grants no additional warranty beyond manufacturing conformity.
15. Buyer shall be obliged to notify Seller of the detected defect in writing (complaint) and without undue delay. A written form shall also be an e-mail with the notification and description of the defect, sent to the following address: xxx.
16. At their discretion, Buyer shall exercise their possible rights from defects of the item in accordance with german law wherefore the parties hereto agree that the choice of right always belongs to Seller.
17. If Seller chooses the right to remove the defect, the time-limit to remove it during the warranty period shall not be longer than 14 calendar days.
18. **Liability for Damage**
19. Parties agree in limitation of proven damage that arises in connection with the performance from the Contract, to the value of goods sold
20. **Withdrawal from the Contract**
21. 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:

* Seller’s delay with the delivery of the item for a period not shorter than twenty-one (21) calendar days from the deadline for the performance hereunder,
* failure to eliminate the defects according to the Quality Guarantee hereinabove,
* Buyer’s delay in paying the purchase price for a period not shorter than twenty-one (21) days from the due date of a lawfully and correctly issued invoice.
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. Any premature termination of the Contract shall not affect the right to damages caused by the breach of the Contract or the right to the contractual penalty.
4. **Final Arrangements**
5. 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.
6. The Seller is obliged to ensure the legal employment of persons in the performance of the contract. The Seller is also obliged to ensure fair and decent working conditions for employees participating in the performance of the contract. Fair and decent working conditions are those working conditions that meet at least the minimum standards laid down by labor and wage regulations. The Seller is obliged to ensure that the requirements of this contract provision are met by its subcontractors. Failure to fulfill the Seller's obligations under this contract provision is considered a material breach of contract.
7. The Seller declares that in connection with the performance of the contract will try to minimize the impact on the environment, respect the sustainability or possibilities of the circular economy and, if possible and appropriate, will implement new or substantially improved products, services or procedures; the Seller will also require this obligation from its subcontractors.
8. 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.
9. 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.
10. Any amendments to this Contract may only be made by written amendments signed by both parties hereto.
11. 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.
12. 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.
13. 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 courts of the Seller’s jurisdiction under the law of the Federal Republic of Germany.
14. The parties hereto declare that they have read the contents hereof and set their hands hereunder to assert their consent.
15. **Disclaimer**

The Seller acts as a contract manufacturer in the field of additive manufacturing (SLS/SLM). The Seller shall not be liable for the design, suitability, function or fitness for purpose of the parts produced. These responsibilities remain solely with the Buyer. The Seller guarantees that the parts are manufactured free from defects in accordance with its internal manufacturing standards.

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| Seller’s stamp and signature………………………………………….Christian BlöcherIn BIedenkopf on this 26.6.2025 | Buyer’s stamp and signature……………………………………………prof. Dr. Ing. Miroslav Černík, CSc., CXI directorIn Liberec on this 27.6.2025 |