

# PURCHASE AGREEMENT

No. HaP 03/2025

Concluded pursuant to the provisions of Section 2079 et seq. of [Act No. 89/2012 Coll., Civil Code](#), as amended (hereinafter referred to as the "Civil Code")

## Contracting parties:

### **Seller:**

Name:  
Headquarters:  
Represented by:

Business ID:  
VAT ID:  
Bank connection:

Representative for substantive negotiations:  
E-mail/telephone:

### **Creotech Instruments Spółka Akcyjna**

ul. Jana Pawła II 66, bud. 4, 05-500 Piaseczno, Poland  
Mr. Paweł Górnicki - Vice-President of the Management Board in Charge of Finance, CFO  
And Mr. Maciej Misiura - Vice President of the Management Board  
KRS no. 0000407094  
NIP 9512244313  
(EUR) mBank S.A. mBank II O.Korporacyjny w Warszawie IBAN: PL 9011401977-0000494316001003  
BIC / SWIFT code: BREXPLPWXXX

registered in the Register of Entrepreneurs kept by the District Court for the Capital City of Warsaw, XIV Commercial Division of the National Court Register under the KRS number 0000407094

(hereinafter referred to as 'the Seller')

and

### **Buyer:**

Name:

**Hvězdárna a planetárium Teplice, příspěvková organizace**  
**(Teplice Observatory and Planetarium, a contributory organization)**

Headquarters:  
Represented by:  
Business ID:  
VAT ID:  
Bank connection:  
Representative for substantive negotiations:  
E-mail/telephone:

Koperníkova 3062, 415 01, Teplice  
RNDr. Zdeněk Moravec, Ph.D., Director  
00361224  
not a VAT payer  
Komerční banka, a. s.  
IBAN: CZ9301000001313405180277  
BIC / SWIFT code: KOMBCZPXXX

Mgr. Bohuslav Matouš, Ph.D., Deputy Head  
[matous@hapteplice.cz](mailto:matous@hapteplice.cz) / +420 775850511

(hereinafter referred to as "Buyer")

Enter into this purchase agreement on the day, month, and year stated below

## **PURCHASE AGREEMENT:**

### **I.**

#### **Subject of the contract and purchase**

1. The subject of this contract is the regulation of the rights and obligations of the contracting parties in fulfilling the public procurement for the supply titled '**Purchase of a large-format scientific CMOS camera**' (hereinafter referred to as 'the subject of the purchase') under the conditions further agreed upon in this contract, or additional documents referenced by this contract.

2. The subject of the purchase is the supply of a scientific CMOS camera intended for monitoring artificial satellites and space debris at the Teplice Observatory. The delivery includes transport to the place of performance, and all duties and customs fees, if applicable.

The subject of purchase also includes accessories and documents related to it and are necessary for its acceptance and use. The exact specification of the subject of purchase is given in the delivery list, which is an annex to this contract.

3. The seller undertakes to hand over the object of purchase to the buyer, including the documents relating to it to enable him to acquire ownership of it, and the buyer undertakes to take over the object of purchase and pay the seller the purchase price.

### **II.**

#### **Time and place of performance**

1. The seller undertakes to deliver the object of purchase **no later than 6 months from the date of entry into force of the contract**.
2. The place of delivery of the purchased item is the Teplice Observatory and Planetarium, a contributory organization, Koperníkova 3062, 415 01, Teplice.

### **III.**

#### **Purchase price and payment terms**

1. The purchase price is agreed at the amount of

- **196 000 EUR VAT excluded**,
- **241 080 EUR including VAT** at the amount **23 %**.

The purchase price is equal to the price of fulfilling the public contract ID **VZ-6952/2025** with the name "**Purchase of a large-format scientific CMOS camera**", listed in the seller's offer.

2. The purchase price is agreed upon by the contracting parties. The purchase price excluding VAT is set as the highest permissible and non-exceedable price and includes all costs associated with the purchase. The VAT rate is governed by the relevant legal regulation. The seller is not entitled to request a change in the purchase price for any reason.
3. The purchase price will be paid by the buyer on the basis of the issued tax document - invoice (hereinafter referred to as the "invoice"), which the seller is authorized to issue only after the delivery and acceptance of the object of purchase. The basis for issuing an invoice is the Protocol on the handover and acceptance of the object of purchase (hereinafter referred to as the "Protocol") confirmed by both contracting parties.
4. Tax document – the invoice issued by the seller must contain, in addition to the contract number and the due date, which is 30 days from the delivery of the invoice to the buyer, also the essentials of a tax document stipulated by the relevant legal regulations, in

particular Act No. 235/2004 Coll. on Value Added Tax, as amended, and data pursuant to Section 435 of the Civil Code, and will be delivered to the buyer in electronic form to email [hap@hapteplice.cz](mailto:hap@hapteplice.cz) with a copy to [matous@hapteplice.cz](mailto:matous@hapteplice.cz).

If the invoice does not have the specified requirements, the buyer is not obliged to pay the invoiced amount and is not in default. Without undue delay, and no later than the due date, the buyer shall return the invoice to the seller for completion. The due date shall commence upon delivery of the tax document containing all the necessary information.

5. Payment of the purchase price will be made by non-cash transfer to the seller's bank account. If the seller is a VAT payer, the price will be paid only to the account published in the register of payers maintained by the seller's tax administrator. Both parties agree that the monetary obligation is fulfilled on the day the amount is debited from the buyer's account.
6. For payments under Article VI of this contract, the payment terms and conditions for issuing and paying an invoice apply accordingly.
7. The Seller declares that he will properly pay the tax stated in the tax document - invoice issued by him and that he has not found himself in a position where he cannot pay this tax.

#### IV.

##### **Fulfillment of the obligation (delivery of the purchased item)**

###### **Transfer of risk of damage and ownership of the object of purchase**

1. The seller's obligation shall be fulfilled by handing over the subject of purchase to the buyer at the place of performance, taking over by the buyer and confirming (signing) the Protocol by both contracting parties. The subject of purchase may be taken over in parts, always after prior agreement with the buyer.
2. When taking over the subject of purchase, the buyer is obliged to inspect the subject of purchase or arrange for its inspection in order to detect obvious defects. In the event that the subject of purchase is delivered in the usual original packaging, the buyer is obliged to inspect the subject of purchase as soon as possible after the transfer of risk of damage to the subject of purchase and is also obliged to verify its properties, completeness and quantity.
3. The ownership right and risk of damage to the object of purchase shall pass from the seller to the buyer at the moment of handover and acceptance of the object of purchase pursuant to paragraph 1 of this article.
4. If the object of purchase contains any defects, the buyer has the right to refuse to accept it. The contracting parties will draw up a record of this, stating the defects within which the buyer has the right:
  - a) agree with the seller on the method and deadline for eliminating the defects. Regardless of the deadlines set for the removal of defects, the seller shall be in default of fulfilling his obligation to fulfill his obligation properly and on time on the first day following the expiration of the performance period pursuant to Article II, paragraph 1..
  - b) withdraw from the contract, whereby withdrawal is deemed effective either upon the seller's signature on the Record or, if the seller refuses to sign it, on the day the Record is delivered to the e-mail of the seller's representative for substantive negotiations.

V.

**Quality guarantee, rights arising from defective performance**

1. The seller provides the buyer with a quality guarantee within the meaning of Section 2113 et seq. of the Civil Code for a period of **24 months**.
2. The warranty period begins on the day the buyer takes over the purchased item. The warranty period is suspended for the period during which the buyer cannot properly use the purchased item due to defects for which the seller is responsible.
3. The warranty applies to any subsequent owner of the purchased item delivered under this contract, in full, until the end of the warranty period.
4. The buyer has the right to a defective performance for defects that the subject of purchase has at the time of acceptance by the buyer, even if the defect manifests itself later. The buyer also has the right to a defective performance for defects that arise after the acceptance of the subject of purchase by the buyer, if the seller is responsible for it due to a breach of their obligations. If a defect appears within 6 months from the acceptance of the subject of purchase by the buyer, it is assumed that the delivered item was already defective at the time of acceptance.
5. Defects in the subject of purchase according to paragraph 4 of this article of the contract and defects that appear during the warranty period will be rectified by the seller free of charge.
6. The buyer is obliged to report all defects in the subject of purchase during the warranty period to the seller without unnecessary delay after discovering the defect, in the form of a written notification that specifies the identified defects in as much detail as possible. The notification will be sent by the buyer via email to sales@creotech.pl.
7. The buyer has the right during the warranty period to have a defect removed by the delivery of a new item or through repair; if the defective performance constitutes a substantial breach of the contract, the buyer also has the right to withdraw from the contract. The buyer has the right to choose the method of performance.
8. Service for the purpose of removing defects during the warranty period will take place at the place of performance, i.e., at the user's location, if the removal of the defect is possible on-site. In the case of replacement or repair at the seller's service center or an authorized service center of the manufacturer, the seller will ensure the transportation of the defective item from the user to the service center and the transportation of the repaired or replaced item back to the user free of charge. The buyer may also agree with the seller on a different procedure for providing service for the purpose of removing defects in a specific case.
9. The seller must remove the defect during the warranty period within **5** working days from the notification of the defect to the seller, unless the contracting parties agree in writing otherwise in a specific case.
10. The seller will draft a record of the process of removing the defect (repair or replacement), which will include a description of the defect, the date of notification of the defect, the method of removal of the defect, the date of removal of the defect, and the signature of the seller's representative responsible for the removal of the defect. Both contracting parties (including the user) are entitled to include all facts they consider necessary in the record. The approval of the record will be carried out by the signature of the representative of the user or buyer. Without the approval of the record as stated in the previous sentence, the defect will not be considered removed.
11. In the case of replacement of defective goods, a new warranty period will commence for the exchanged goods, as specified in paragraph 1 of this article of the contract.
12. If the seller does not commence the removal of the defect within the period specified in paragraph 10 of this article of the contract, the buyer or user will again request its removal. If the seller does not commence the removal of the defect even within the substitute period

set in the repeated request, the buyer or user is entitled to have the defect removed by a third party, at the seller's expense. In selecting this third party, the buyer or user will proceed with the due care of a prudent manager and in a manner that is customary and typical for the removal of the defect.

13. The exercise of rights under this article does not extinguish the right to compensation for damages or other sanctions.

## VI.

### **Breach of contractual obligations**

1. The contractual parties have agreed on the following penalties for breach of contractual obligations:
  - a) The seller undertakes to pay the buyer a contractual penalty of 0.05% of the total purchase price excluding VAT for each day exceeding the agreed delivery period of the subject of purchase,
  - b) The seller undertakes to pay the buyer a contractual penalty of 0.05% of the total purchase price excluding VAT for each day exceeding the agreed period for defect removal during the warranty period,
  - c) The contractual parties agree to pay the other party interest for late payment at a rate of 0.05% of the unpaid amount for each day beyond the agreed deadline for any monetary obligation until its payment.
2. The buyer has the right to compensation for damages arising from a breach of the obligation to which the contractual penalty applies. Compensation for damages includes actual damage and lost profit.

## VII.

### **Final provisions**

1. The buyer hereby confirms that the conclusion of this contract was decided by RNDr. Zdeněk Moravec, Ph.D., the director of the contribution organization, in accordance with the founding document ref. No. 241/2002 dated December 4, 2002, as amended, of the contribution organization with the prior consent of the Ústí nad Labem Region Council, resolution No. 049/13R/2025.
2. Unless otherwise provided in this contract, the legal relations arising from it shall be governed by the relevant provisions of the Civil Code.
3. This contract may be amended or supplemented only by the agreement of the contracting parties in the form of written and numbered annexes.
4. This contract is drawn up in electronic form, and the buyer and the seller will receive it via email to addresses of their representatives for substantive negotiations.
5. This contract shall enter into force on the date of its conclusion and shall become effective on the date of its publication in the register of contracts. The contract will be published in its full text through the register of contracts in accordance with Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of such contracts and on the register of contracts (Act on the Register of Contracts), as amended. The Seller declares that they agree to the publication of their personal data contained in this contract, which would otherwise be subject to illegibility, in the register of contracts, or has the consent of third parties listed on their side to the publication of their personal data in the register of contracts, which would otherwise be subject to illegibility. The contractual parties have agreed that the publication in the contract register will be carried out by the buyer, who will ensure that the information about the publication of this contract is sent to the seller's email: sales@createch.pl.

**VIII.**  
**Signatures of the contracting parties**

1. The seller and the buyer jointly declare that they have read this contract before signing it, that it was concluded after mutual discussion according to their true and free will, clearly, seriously, and understandably, without abuse of distress, inexperience, mental weakness, agitation, or recklessness of the other party, as evidence of which they affix their signatures.
2. Mr. Paweł Górnicki – Vice-President of the Management Board in Charge of Finance, CFO and Mr. Maciej Misiura - Vice President of the Management Board are authorized to sign this contract on behalf of the seller in accordance with the Commercial Register or the Trade Register.

In Warsaw, date .....

In Teplice, date .....

.....  
Seller

Createch Instruments Spółka Akcyjna  
Mr. Paweł Górnicki – Vice-President of the Management Board in Charge of Finance;  
Mr. Maciej Misiura - Vice President of the Management Board

.....  
Buyer

Hvězdárna a planetárium Teplice, p.o.  
RNDr. Zdeněk Moravec, Ph.D.  
Director

Annexes:  
Annex No. 1 – Specification and priced delivery list