



EUROPEAN UNION  
European Structural and Investing Funds  
Operational Programme Research,  
Development and Education



MINISTRY OF EDUCATION,  
YOUTH AND SPORTS

## PURCHASE CONTRACT

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

- (1) **Institute of Physics of the Academy of Sciences of the Czech Republic, a public research institution,**

with its registered office at: Na Slovance 2, Praha 8, PSČ: 182 21,

registration no.: 68378271,

represented by: RNDr. Michael Prouza, Ph.D. – director

("Buyer"); and

- (2) **MIKRO, spol. s r.o.,**

with its registered office at: Lísky 1022/94, 624 00 Brno,

registration no.: 41604326,

represented by: Ing. Zdeněk Rous, director,

enrolled in the commercial register kept by County Court in Brno, section B, insert 2552

("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 and the beneficiary of a grant of the Ministry of Education, Youth and Sports of the Czech Republic for a project "HiLASE Centre of Excellence", project reg.no. CZ.02.1.01/0.0/0.0/15\_006/0000674" ("**Project**"), within the Operational Programme Research, Development and Education.
- (B) For the successful realization of the Project it is necessary to purchase the Object of Purchase (as defined below) in accordance with the Rules for the Selection of Suppliers within the Operational Programme Research, Development and Education.
- (C) The Seller wishes to provide the Object of Purchase to the Buyer for consideration.



- (D) The Seller's bid for the public procurement entitled "**Optical microscope**", whose purpose was to procure the Object of Purchase ("**Public Procurement**"), was selected by the Buyer as the most suitable.
- (E) The Seller acknowledges that the Buyer is not, in connection to the subject matter of this Contract, an entrepreneur, and also that the subject matter of this Contract is not related to any business activities of the Buyer.
- (F) The documentation necessary for the execution of the Contract is
- Technical Specification, which forms an integral part hereof as its Annex 1 (hereinafter the "TS"); this TS also formed a part of the tender documentation for the Public Procurement in the form of Annex No.3,
  - The Seller's bid submitted for the Public Procurement, (hereinafter the "Sellers's Bid"); the Sellers's Bid forms form Annex 2 to this Contract and an integral part hereof.

## IT WAS AGREED AS FOLLOWS:

### 1. BASIC PROVISIONS

- 1.1 Under this Contract the Seller shall deliver to the Buyer and install Optical microscope in Annex 1 (Technical Specification) to this Contract in the required quality, and with the properties and related performance described therein ("**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.
- 1.2 Under this Contract the Seller shall also carry out the following activities ("**Related Activities**"):
- a) Transport and delivery the Object of Purchase to the place of delivery;
  - b) Setup and installation of the Object of Purchase,
  - c) Provide training to the Buyer as specified in Annex 1 (Technical Specification) to this Contract; and
  - d) Cooperate with the Buyer during the performance of this Contract.



## 2. THE TIME AND PLACE OF DELIVERY AND INSTALLATION

- 2.1 The Seller shall deliver the whole Object of Purchase and shall carry out Related Activities within **8 weeks** from the effectiveness of this Contract.
- 2.2 The place of delivery shall be Fyzikální ústav AV ČR, v.v.i - HiLASE Centrum, Za Radnicí 828, 252 41 Dolní Břežany, Czech Republic or any other address in Dolní Břežany, Czech Republic, which the Buyer communicated to the Seller prior to the delivery of the Object of Purchase.
- 2.3 The Object of Purchase setup and installation under Art. 1.2.b.) of this Contract shall not take longer than 15 working days from the day of delivery. The training under Art. 1.2.c.) of this Contract shall take place within 5 working days from the day of Object of Purchase setup and installation.
- 2.4 The Seller acknowledges that the deadlines stated in this Article are of essential importance to the Buyer with respect to the timeline of the HiLASE CoE Project with respect to the deadline by which the Project are to be implemented, and that the Buyer could incur damage as a result of failure to meet the above stipulated deadlines.

## 3. THE OWNERSHIP RIGHT

The ownership right to the Object of Purchase shall be transferred to the Buyer upon the signature of the handover protocol (delivery note).

## 4. PRICE AND PAYMENT TERMS

- 4.1 The purchase price for the Object of Purchase is **531.610,40,- CZK** (“**Purchase Price**”) without value added tax (“**VAT**”). VAT will be paid in accordance with the applicable legal regulations.
- 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 handover of the Object of Purchase and execution of Related Activities, costs of copyright, insurance, customs, warranty service and any other costs and expenses connected with the performance of this Contract.
- 4.3 The Purchase Price for the Object of Purchase shall be paid on the basis of a tax document – invoice, to the account of the Seller designated in the invoice. The Purchase Price shall be paid after the signature of the handover protocol (delivery note).



- 4.4 The Buyer shall realize payments on the basis of duly issued invoice within 30 calendar days from their receipt. The invoice shall be issued only after the handover protocol (delivery note) signature.
- 4.5 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 under this Contract (including the reference to this Contract),
  - g) Date of the issue of the tax document,
  - h) Date of the fulfilment of the Contract in line with Art. 1.1 and 1.2. of this Contract,
  - i) Purchase Price,
  - j) Registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller's request before the issuance of the invoice,
  - k) Declaration that the performance of the Contract is for the purposes of Project „HiLASE Centre of Excellence”, project reg.no. CZ.02.1.01/0.0/0.0/15\_006/0000674.

and must also comply with any double taxation treaties applicable to the given case.

- 4.6 The last invoice in each calendar year must be delivered by the Seller to the Buyer's no later than by December 15 of the given calendar year. In case that the invoice shall not contain the above mentioned information or the invoice does not comply with the requirements stipulated by law or the invoice is delivered to the Buyer later than by December 15 of the given calendar year, 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.



4.7 The Buyer's invoicing details are set out in provision (1) hereof.

## 5. **SELLER'S RIGHTS AND 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 be procured by the Seller, unless this Contract stipulates otherwise.

## 6. **HANDOVER OF THE OBJECT OF PURCHASE**

- 6.1 Handover and takeover of the Object of Purchase shall be realized on the basis of a handover protocol (delivery note), which shall be signed during Object of Purchase setup and installation and which shall contain following information:
- identification of the Seller, the Buyer and all subcontractors, if there are any,
  - description of the Object of Purchase,
  - the list of defects and deficiencies of the Object of Purchase, if there are any, and the deadlines for their removal,
  - the signature and the date of the handover.
- 6.2 Instructions and manuals shall be attached to the Handover protocol.
- 6.3 If the Seller fails to duly carry out all Related Activities or if the Object of Purchase does not meet requirements of this Contract, the Buyer is entitled to refuse the takeover of the Object of Purchase. In such a case, the Seller shall remedy the deficiencies within fourteen (14) calendar days, unless Parties agree otherwise. The Buyer is entitled (but not obliged) take over the Object of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation of the Object of Purchase. In such a case, the Seller and the Buyer shall list the deficiencies in the handover protocol, including the manner and the date of their removal



(remedy). If the Parties do not reach agreement in the handover protocol regarding the date of the removal, the Seller shall remove the deficiencies within fourteen (14) calendar days.

6.4 Parties hereby exclude application of section 2126 of the Civil Code.

## 7. **WARRANTY**

- 7.1 The Seller hereby provides a warranty of quality of the Object of Purchase for the period of 24 months. If the warranty list or other warranty document provides for the warranty period of longer duration, then this longer warranty period shall have priority over the period stated in this Contract.
- 7.2 The warranty period shall commence on the day of the signature of the handover protocol by both Parties. However, if the Object of Purchase is taken over with defects or deficiencies, the warranty period shall commence on the date of the removal of the last defect or deficiency by the Seller.
- 7.3 The Seller shall remove defects that occur during the warranty period free of charge.
- 7.4 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 (“**Warranty Claim**”). Defects may be notified on the last day of warranty period, at the latest; an email is considered an adequate way to initiate a Warranty Claim. Warranty Claim sent by the Buyer on the last day of the warranty period shall be deemed to be made in time.
- 7.5 The Buyer notifies defects in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: [info@mikro.cz](mailto:info@mikro.cz) .
- 7.6 In the Warranty Claim the Buyer shall describe the defect and the manner of removal of the defect. The Parties shall agree on the manner of defect’s removal. If the Parties do not reach the agreement, the Buyer has the right to:
- a) request removal of the defect by the delivery of Object of Purchase or its individual parts, or
  - b) request removal of the defect by repair, or
  - c) request adequate discount from the Purchase Price.

The choice among the above mentioned rights shall be made by the Buyer. However, in case of a removable defect that occurs for the first time the Buyer shall not request removal of the defect by delivery of new Object of Purchase or its individual parts.



- 7.7 The Seller shall remove the defect within fourteen (14) calendar days from the date on which the Warranty Claim was notified to the Seller, at the latest, unless the Buyer and the Seller agree otherwise.
- 7.8 The Seller shall remove defects of the Device within periods stated in the Contract also in the instances when the Seller is of the opinion that he is not liable for such defects. In cases when the Seller will not recognize the defect and the Buyer will not agree with such conclusion, the validity of the Warranty Claim shall be ascertained by an expert, which is to be commissioned by the Buyer but with whom the Supplier also must agree. In the event the expert declares the Warranty Claim as justified, the Seller shall bear the costs of the expert's assessment. If the Warranty Claim is raised unjustly according to expert's assessment, the Buyer shall reimburse the Seller all reasonably incurred costs associated with removing the defect.
- 7.9 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 the time that expires from the date of exercising the Warranty Claim until the defect is removed in cases where the Buyer was prevented from using the Object of Purchase for its intended purpose.
- 7.10 In case that the Seller fails to remove the defect within time stipulated in this Contract 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 thirty (30) calendar days after the Buyer's request to do so.
- 7.11 The warranty does not cover defects caused by unprofessional handling or by the failure to follow Seller's instructions for the operation and maintenance of the Object of Purchase.
- 7.12 Parties exclude application of the section 1925 (the sentence behind semi-colon) of the Civil Code.
- 7.13 The Seller shall provide to the Buyer technical support (consultation of operational, maintenance and other issues regarding the Device) free of charge on the phone no.: 603 720 750, 603 482 509.



## 8. **TERMINATION, RIGHT OF WITHDRAWAL, CONTRACTUAL PENALTIES**

- 8.1 This Contract may be terminated by completing the performance required hereunder, by agreement of the Parties or by withdrawal from the Contract on the grounds stipulated by law or in the Contract.
- 8.2 The Buyer is entitled to withdraw from this Contract, if any of the following circumstances occur:
- (a) the Seller has materially breached obligations imposed by the Contract, specifically by being in delay with the fulfilment of this Contract and such delay lasts more than 6 weeks; or
  - (b) the Seller has materially breached obligations imposed by the Contract, specifically Object of Purchase fails to meet technical parameters and qualities or other requirements defined in the Annex 1 (Technical Specification);
  - (c) the insolvency proceeding is initiated against the Seller's assets;
  - (d) the funding body providing finances for the Project ("Financial subsidy") or any other control body determines that the expenditures or part of the expenditures incurred on the basis of this Contract are ineligible;
  - (e) the Financial subsidy for implementation of the Project is withdrawn from the Buyer; or
  - (f) should it become apparent that the Seller provided information or documents in the Seller's bid, which were not true and which could, therefore, influence the outcome of the Procurement Procedure leading to the conclusion of this Contract (Section 223(2)(b) of the Act No. 134/2016 Coll., on public procurement).
- 8.3 The Seller is entitled to withdraw from the Contract in the event of material breach of the Contract by the Buyer and in case of events outside the control of the Seller (e.g. natural disasters, etc.).
- 8.4 In the event the Seller is in delay with term of delivery as stipulated in Art. 2 herein, the Seller shall pay to the Buyer the contractual penalty in the amount of 0.1% of the Purchase Price for each, even commenced calendar day of delay.
- 8.5 In the case where the Seller fails to remove defects within the periods stipulated in the Contract, the Seller shall pay to the Buyer a contractual





penalty in the amount of 20.000,- CZK for each defect and for each calendar day of delay.

- 8.6 If the Buyer fails to pay the Purchase Price or the Price for Services within the deadlines set out in this Contract, the Buyer shall pay the Seller interest on delay in the amount set forth by the law for each day of delay unless the Buyer proves that the delay with the payment of the Purchase Price was caused by late release of the Financial subsidy for the Project by the funding body.
- 8.7 The obliged party must pay any contractual penalties to the entitled party not later than within fifteen (15) calendar days of the date of receipt of the relevant claim from the other party.
- 8.8 Payment of the contractual penalties pursuant to this Article shall in no way prejudice the Buyer's right to claim compensation for damage incurred by the Buyer as a result of the Seller's breach of obligations to which the penalty applies.
- 8.9 The Parties have agreed that the maximal amount of contractual penalties shall be limited to 10% of the Purchase Price.

## 9. **SPECIAL PROVISIONS**

By signing this Contract, the Seller becomes a person that must cooperate during the finance control within the Act no. 320/2001 Coll., on finance control in the public administration, as amended, and shall provide to the Directing Body of the Operational Programme Research, Development and Education or other control bodies (such as, but not only, European Commission, European Court of Auditors) access to all parts of the bid, Contract or other documents that are related to the legal relationship formed by this Contract. This duty also covers documents that are subject to the protection in accordance with other acts (business secrets, secret information, etc.) provided that control bodies fulfil requirements stipulated by these acts. The Seller shall secure that all its subcontractors are also obliged to cooperate with control bodies in the above stipulated extent. The Seller shall secure that all its subcontractors are also obliged to cooperate with control bodies in the above stipulated extent. The Seller is obliged to duly archive all written material prepared in connection with the execution of this Contract and to provide access to the Buyer to these archived documents until 2027; any finance control may also be carried out until year 2027.

## 10. **FINAL PROVISIONS**

- 10.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.



- 10.2 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferably settled by a mutual negotiation. In case that the dispute is not settled within sixty (60) calendar days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.
- 10.3 All modifications and supplements of this Contract must be in writing.
- 10.4 In the event that any of the provisions of this contract shall later be shown or determined to be invalid, putative, ineffective or unenforceable, then such invalidity, putativeness, ineffectiveness or unenforceability shall not cause invalidity, putativeness, ineffectiveness or unenforceability of the Contract as a whole. In such event the Parties undertake without undue delay to subsequently clarify any such provision using Sec 553(2) of the Civil Code, or to replace after mutual agreement such invalid, putative, ineffective or unenforceable provision of the Contract by a new provision, that in the extent permitted by the laws and regulations of the Czech Republic, relates as closely as possible to the intentions of the Parties to the Contract at the time of creation hereof.
- 10.5 The Parties agree that the Seller shall not be entitled to set off any part of its receivable, or receivable of its sub-debtor against the Buyer or any of his receivables, unless this Contract stipulates otherwise. The Seller shall not be entitled to assign any receivable arising in connection herewith to a third party. The Seller shall not be entitled to assign any rights or obligations arising to him hereunder or any of its parts to third parties.
- 10.6 The Parties declare that they accept the “risk of changed circumstances” within the meaning of Sec 1765(2) of the Civil Code.
- 10.7 The Parties declare that they shall maintain confidentiality with respect to all facts and information they learned in connection with the Contract or during the performance of the Contract, and the disclosure of such facts or information could cause damage to the other Party. This confidentiality provision does not affect duties of Parties with respect to applicable legislation.
- 10.8 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 10.9 The following Annexes form an integral part of the Contract:
- **Annex No. 1:** Technical Specification Document (if Annex 1 uses the term “Contracting Authority” or “contracting authority” it means



Buyer. If Annex 1 uses the term “Supplier” or “supplier”, it means Seller);

- **Annex No. 2:** The Seller’s Bid.

In case of any discrepancies between this Contract and its annexes, the provisions of this Contract shall prevail. In case of any discrepancies between Annex No. 1 and the other annexes of this Contract, the provisions of Annex No. 1 shall prevail.

- 10.10 This Contract shall be valid and effective on the date of the signature of both Parties.
- 10.11 The Parties agree to publish the full text of this Contract, including its annexes, in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended (Act on the Register of Contracts).

**IN WITNESS WHEREOF** attach Parties their handwritten signatures:

**Buyer**

Signature: \_\_\_\_\_

Name: RNDr. Michael Prouza, Ph.D.

Position: director

Date: \_\_\_\_\_

**Seller**

Signature: \_\_\_\_\_

Name: Ing. Zdeněk Rous

Position: director

Date: \_\_\_\_\_



## ANNEX 1

### TECHNICAL SPECIFICATION

*(NOTE: Annex No 3 to the Invitation to bid for the Public Procurement shall be attached hereto by the Contracting Authority before signature hereof by the Contracting Authority after the Public Procurement procedure is finished)*

No.	The subject of the procurement	Microscope	Qty.
1.	Description	Microscope for the observation of metal samples after the LSP treatment and micromachining with an appropriate scanning stages in XYZ axis. The system shall be with light table for holding the samples of at least 100mm X 100mm size. The table shall be able to withstand a sample of mass at least 20kg, and it shall be fully automated. The warranty shall be at least two years.	1
2.	Micro-optics for inspection	Macro objective 12x zoom with all necessary accessories for operation (lens attachment, adaptors, mount couplers etc.)	1
		Multifunctional controller with smooth dimming, integrated temperature control and PC interface (RS 232 or USB) with all necessary accessories for operation (adaptors etc.)	1
		Light for bright field, working distance 55 – 135 mm	1
		Motorized XY scanning stage with possibility of movement at least 100 mm in both directions	1
		Motorized translation stage with possibility of movement at least 100 mm	1
		Main body – pillar height at least 50 cm	1
		Joystick for manually controlling the stages	1
5.	Color camera	Ultra-High Definition (UHD) 4k color camera with resolution 2448X2048 pxls	1
		Software, including all necessary hardware for operation such as drivers, for image acquisition, archiving,	1



		processing and analysis, annotations, interactive and automatic measurements, generating of reports.	
		Module for applications development; C-like programming language	1
		Module for extended depth of focus, reconstruction of in-focus image, anaglyphic image, 3D surface + viewer	1
7.	Training	Basic training for working with a microscope and software – at least one day	1



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**ANNEX 2**  
**SELLER'S BID**

## Technický popis digitálního makroskopu Leica Z16APO A

Konstrukce	Apochromatický zoomovací systém s centrálním paprskem, motorizovaný
Zoomovací poměr	1: 16 motorizovaný
Celkové zvětšení	18x – 285x (objektiv 0,5x, C-mount adapter 0,63x, monitor 30“) 179x – 2871x (objektiv 5x, C-mount 0,63x, monitor 30“)
Objektivy	PlanApochromát 1x, PlanApochromát 2x, PlanApochromát 5x, PlanApochromát 0,5x
Osvětlení	LED procházející Světlé a tmavé pole,
Osvětlení	LED dopadající kruhové
Zorné pole	24,5 mm x 18,5 mm/1,5 mm x 1,14 mm(max/min)
Rozlišení	33,3 – 336 lpmm
NA max	0,224
Fokuseování	motorizované, programovatelné
XY stolek	motorizovaný pojezd 4“ x 6“
Nakláněcí stolek	nakláněcí stativ pro snímání vzorků pod úhly až 65 st.
Aperturní clona	vestavěná motorizovaná

### Kamera barevná Leica MC170 HD

Velikost senzoru	1/2,3“ CMOS
Chlazení	bez chlazení
Rozlišení	5 MPixel
Rychlost	30 fps ve Full HD

### Software

MultiFocus	Automatické snímání z různých hloubek a automatické spojování v jeden proostřený snímek
Multi Step	Automatické spojování v osách XY
Montage 3D	Sestavení 3D obrázku vzorku s možností měření
Analysis	Software pro obrazovou analýzu snímků
Databáze	databázový software pro ukáldání snímků

### Hardware

PC, 4 jádrový, 8GB RAM, 500 MB HDD, Windows, myš, klávesnice, monitor 30“

# MIKRO



Nabídka č. Z16APOA -  
Hilas

Datum: 6.8.2017  
Prodávající: Zdenek Rous  
Telefon:+420 603482509

MIKRO, spol.s r.o.  
Výstaviště 1  
602 00 Brno  
www.mikro.cz  
IČO: 41604326  
DIČ: CZ 41604326

## Leica Z16APO A motorizovaný digitální makroskop

Položka	Název položky	Objednací kod	Množství	Jednotková cena Kč	Celková cena Kč
1	Digitální makroskop Leica Z16APO A motorized, Rozsah zvětšení plynulý motorický zoom 1:16,	10446369	1	191.576,00	191.576,00
2	Motorický fokus hrube/jemně, 620 mm výška, Smart touch řídicí jednotka Nosič optiky PC interface for motor	10450503 10450052 10450106 10447170	1	135.402,00	135.402,00
3	Stativ pro transmisní světlo s osvětlením BF/DF	10450124	1	48.411,00	48.411,00
4	Dopadající kruhové osvětlení LED 3000 NVI s napájecím trafem	10450656 10450266	1	31.920,00	31.920,00
5	XY motorizovaný stolek	10450127	1	69.244,00	69.244,00
6	Objektiv 1x PLAPO	10447176	1	19.432,00	19.432,00
7	Adapter pro uchycení kamery	10447128	1	3.200,00	3.200,00
8	Kamera Leica MC170 HD 5 Mpixel rozlišení vč. C-mount, rychlost full HD 30 fps, rozlišení 2592 x 1944,	12730471	1	80.224,00	80.224,00
9	Software LAS Multistep, LAS Multifokus, LAS 3D viewer	12730074	1	62.019,00	62.019,00
10	Software LAS Interactive measurement+analysis	12730072	1	23.085,00	23.085,00
	Celková cena bez DPH	Kč			664.513,00
	Sleva 20%	Kč		20%	132.902,60
	Celková cena bez DPH po slevě	Kč			531.610,40
	DPH 21%	Kč			111.638,18
	<b>Celková cena včetně DPH</b>	<b>Kč</b>			<b>643.248,58</b>
	Garance 24 měsíců				
	Platnost nabídky 100 dní				
					Cena včetně dopravy.