



MINISTERSTVO ŠKOLSTVÍ,  
MLÁDEŽE A TĚLOVÝCHOVY

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## PURCHASE CONTRACT

### VACUUM PUMPS 2016

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#### SELLER

Name **Xavitech AB**  
Registered office Industrigatan 17, SE – 871 53 Härnösand, Sweden  
Comp. ID No (IČO) ZH: Tax ID No (DIČ) SE556675283701  
Represented by Jonathan Grip, Director

AND

#### BUYER

Name **Global Change Research Institute CAS**  
Registered office Bělidla 986/4a, Brno, post code 603 00  
Comp. ID No (IČO) 86652079 Tax ID No (DIČ) CZ86652079  
Registered at Register of public research institutions  
Represented by prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c., Director

Pursuant to section 2079 of Civil Code, the above parties conclude a contract of the following wording:

#### I. SUBJECT MATTER OF CONTRACT

1. The seller undertakes that it will hand over the item which is subject matter of purchase to the buyer and that it will enable the buyer to gain the ownership right for it and the buyer undertakes to take the item over and to pay the purchase price to the seller.
2. The seller also undertakes to hand the documents relating to the item over to the buyer.

#### II. SUBJECT MATTER OF PURCHASE

1. The subject matter of purchase is delivery of:
    - 1.1. Vacuum pump V1500-BF12V (10 pieces)
    - 1.2. Operational Hours, +35 000h (10 pieces)
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- 1.3. Pump connector – Molex & Wi, with red and black wires for VCC/GND (+/-) (10 piece)
2. The subject matter of purchase will be handed over in accordance with the following documents (arranged according to how binding they are):
  - a) This contract
  - b) Written instructions from the buyer
  - c) Technical standards relating to the materials and activities performed on the basis of this contract
3. Together with the subject matter of purchase, the seller will also hand over to the buyer the documents necessary for takeover and use of the subject matter of purchase. These documents include mainly the following:
  - a) Technical standards relating to the materials and activities performed on the basis of this contract.

The documents will be prepared in Czech or English language.
4. The seller undertakes to perform servicing of the subject matter of purchase during the guarantee period.

### III. HANDOVER OF SUBJECT MATTER OF PURCHASE

1. The complete and defect free subject matter of purchase will be handed over latest within **7 weeks of signing of this contract**.
2. Earlier fulfilment is possible.
3. Shipment condition: **INCOTERMS 2010 – DDP, Bělidla 986/4a, 603 00 Brno, Czech Republic**, unless the parties agree otherwise.
4. If the seller delivers a larger number of items than agreed, the purchase contract is concluded also for the excess amount, provided that the price of the excess amount is included in the total purchase price
5. The seller undertakes to hand the subject matter of purchase over unused and without any legal or material defects.
6. The effects of handover of the item do not occur before the moment when the buyer is enabled to handle the item at the place of its handover.
7. Latest within 5 working days from the day on which the subject matter of purchase is handed over, the buyer will inspect it and check its apparent properties and quantity. Within the same deadline, the buyer will either confirm takeover of the subject matter of purchase or state its objections concerning the quantity and apparent properties of the subject matter of purchase. If the buyer neither confirms takeover of the subject matter of purchase nor states its objections concerning the quantity and apparent properties of the subject matter of purchase, it is understood that the buyer took the subject matter of purchase over and that it does not have any objections concerning its apparent properties and quantity.
8. Fulfilment cannot be refused, not even in case when the conditions specified in section 1912 (1) of Civil Code are fulfilled (mutual fulfilment).

### IV. PURCHASE PRICE

1. The purchase price for fulfilment according to this contract was agreed:

Item	Quantity	Price for 1 item	Sum price
1. Vacuum pump V1500-BF12V	10 pcs	191 EUR	1.910 EUR

2. Pump connector – Molex & Wi, with red and black wires for VCC/GND (+/-)	10 pcs	3 EUR	30 EUR
Shipping	1 pcs	82 EUR	82 EUR
<b>TOTAL price EUR excl. VAT.</b>			<b>2022 EUR</b>

2. The price is agreed for the basis of unit prices as the sum priced items.
3. The price is agreed as the highest permissible price including all the costs of the seller connected with fulfilment of this contract and price influence during fulfilment of this contract.
4. The price including also shipping and packing costs.
5. VAT at the statutory amount will be added to the price excluding VAT.

### V. PAYMENT TERMS

1. The price for delivery of the subject matter of purchase and performing of service will be paid on the basis of one invoice, unless specified otherwise by the buyer. An annex to the invoice will be a copy of the confirmation that the subject matter of purchase was handed over.
2. The due date of all the invoices is 25 days after the day on which the invoice is issued.
3. Within the due date, the buyer is entitled to return an invoice containing mistakes. The seller is obliged to submit a new or corrected invoice with a new due date.
4. The seller is obliged to deliver the invoice to the address of the registered office of the buyer latest within 5 working days after the takeover of the subject matter of purchase is confirmed.
5. The invoice is paid on the day when the corresponding price is charged off the buyer's account.
6. No advance is provided. No deposit is provided.

### VI. QUALITY GUARANTEE AND COMPLAINTS CONCERNING DEFECTS

1. The seller provides quality guarantee for the subject matter of purchase. For the whole guarantee period, the subject matter of purchase:
  - a) Will be fit for using for the purpose specified in this contract.
  - b) Will be fit for using for the usual purpose.
  - c) Will retain its usual properties.
2. The seller provides **quality guarantee** for a period of **24 months**.
3. The guarantee period will start to run on the day when the takeover of the subject matter of purchase is confirmed. The guarantee period is extended by the time starting on the day when a complaint is made and finishing on the day when the defect is rectified.
4. The buyer is not in delay with claiming a defect if the buyer claims the right arising from the defect which the subject matter of fulfilment has at the moment of its handover and arising from the defect under guarantee in writing within 30 days from the day when the buyer finds out about the defect.
5. The seller is not in delay with the defect rectification if without any unnecessary delays after the defect has been claimed the seller starts to perform activities aimed at the defect rectification, continues this activities duly and **latest within 20 working days after the defect is claimed** the defect will be rectified or the subject matter of purchase will be replaced with a defect free product.

### VII. INTERESTS ON OVERDUE PAYMENTS AND CONTRACTUAL PENALTIES

1. The party which is in delay with payment of its debt can be asked by the other party, if it fulfils duly its contractual and statutory obligations, to pay an interest on overdue payment, unless the party which is overdue is not responsible for the delay. The parties agree **an interest on overdue payment** at the amount of **0.010 % of the due amount per day**.
2. The buyer will charge a **contractual penalty** at the amount of **EUR 5,- per day** in the following cases:
  - a) Delay of the seller with handover of the subject matter of purchase.
  - b) Delay with rectification of a defect which the subject matter of purchase has at the moment of its handover.
  - c) Delay with rectification of a defect under guarantee.

### VIII. CONTRACT TERMINATION

1. The contract can be terminated by a written agreement.
2. The buyer can withdraw from the contract if it is breached grossly by the seller. A gross breach of the contract is also considered the following:
  - a) Delay of the seller with handover of the subject matter of purchase by more than 30 days.
  - b) Commencement of bankruptcy proceedings in which the seller is in the position of the debtor.
  - c) If it is found out that the bid of the seller connected with the public contract included incorrect information.
3. The seller can withdraw from the contract if it is breached grossly by the buyer. A gross breach of the contract is also considered the following:
  - a) Commencement of bankruptcy proceedings in which the buyer is in the position of the debtor.
  - b) Delay of the buyer with payment of an invoice by more than 30 days.
4. Withdrawal must be made in writing and it is effective on the day when it is delivered to the other party.
5. Withdrawal from the contract does not result in cessation of the mutual sanction liability of the parties.

### IX. RESPONSIBLE PERSONS OF THE PARTIES

1. The representative of the buyer is Ing. Karel Klem, Ph.D., [klem.k@czechglobe.cz](mailto:klem.k@czechglobe.cz), +420 511 192 257. This representative of the buyer can act in any way on behalf of the seller in connection with this contract but it cannot change or terminate this contract.
2. The representative of the seller is Samuel Birgersson. This representative of the seller can act in any way on behalf of the seller in connection with this contract but it cannot change or terminate this contract.

### X. JOINT PROVISIONS

1. The ownership right to the subject matter of purchase is transferred at the moment when the subject matter of purchase is handed over to the buyer.
2. Without consent from the other party granted in writing, none of the parties can transfer a receivable, a debt arising from this contract or this contract itself to a third party.

3. Each of the parties takes over the risk of change of circumstances pursuant to section 1765 of Civil Code concerning its debts arising on the basis of this contract.
4. No rights and obligations of the parties can be inferred from the practice established between the parties or customs observed in general or in the field concerning the subject matter of this contract.
5. If any of the provisions of this contract shows to be imaginary (petty), the impact of this defect on the other provisions of the contract will be assessed similarly pursuant to section 576 of Civil Code.
6. The parties exclude application of the following provisions of Civil Code to this contract: section 557 (contra proferentem rule).
7. The seller is aware of the fact that it is a person obliged to cooperate during performance of tax inspection. The seller has to oblige all its subcontractors for cooperation during performance of tax inspection.
8. The parties agree that the court competent for hearing and deciding of any possible disputes arising between the buyer and the seller pursuant to this contract or in connection with it is a general court of the buyer.

### **XI. FINAL PROVISIONS**

1. This contract is governed by international collision clauses.
2. This contract does not depend on another contract. No other contract depends on this contract.
3. This contract contains full agreement concerning the subject matter of contract and all the particulars the parties were supposed to and wanted to settle in the contract and which are considered for the binding character of this contract. No statement of the parties made during negotiations concerning this contract or after this contract is concluded may be interpreted in contradiction with the explicit provisions of this contract and it does not establish a liability of any of the parties.
4. This contract can only be changed in writing in the form of numbered supplements to this contract. The parties can contest invalidity of the contract or its supplement anytime due to failure to observe its form, even if fulfilment has already been commenced.
5. This contract is prepared in two counterparts and each party shall obtain one of them.
6. General Terms and Conditions of Sale and Delivery shall not apply automatically to all future transactions with the buyer.
7. An integral part of this agreement is a letter of authorisation of the exclusivity seller for the Czech Republic
8. This contract comes into force at the moment when signed by the last party.

Härnösand on this day 20. 10. 2016

Brno on this day 24. 10. 2016

Jonathan Grip  
Director  
Xavitech AB

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Director  
Global Change Research Institute CAS