

**PURCHASE CONTRACT: 6018000017**

Delivery Term: 20. 05. 2018

Appendices:

Offer off:

The terms and conditions are stated on the back page 2. In compliance with the item 12 of these terms and conditions, the invoice and its supporting documents indicating the above Purchase Contract are to be sent to the following address

Vojenský výzkumný ústav, s. p., Veslařská 230, 637 00 BRNO, Czech Republic**Buyer:****Vojenský výzkumný ústav, s. p.**

Veslařská 230

637 00 Brno, Czech Republic

VAT nr.: CZ29372259

KB, a.s., Account Nr. 115-1120900227/0100

Seller:**xxxx**

xxxx

xxxx

xxxx

VAT: xxxx

Place of performance: DAP INCOTERMS 2010

Veslařská 230, Brno, Czech Republic

Contact Person:

E-mail:

Tel:

Fax:

Contact

E-mail:

Tel:

Product Name, Drawing No., Terms of Delivery

1. Avon protective mask C50 CE Twinport

S: 2 pieces

M: 10 pieces

L: 4 pieces

	Quantity	Net Price
C50 CE Twinport	16	xxxx
2. Universal Carrier	16	xxxx
3. Individual Carrier	2	xxxx
4. Mask Carrier	4	xxxx
5. Clear Outsert	16	xxxx
6. Sunlight Outsert	5	xxxx
7. Vision Correction Assembly	8	xxxx
8. Voice Projection Unit	4	xxxx

Assumed Total Price without VAT **xxxx GBP**

The paper necessary to purchase contract takeover is the delivery note with purchase contract number.

30. 01. 2018, stamp and signature of buyer

Date, stamp and signature of seller

Terms and Conditions

1. This Contract is valid to the day on which the Buyer receives a produced copy thereof signed by the Seller. Other contrasting, contradicting or supplementing general terms and conditions of the Seller – even if known or no objection is raised after their receipt – do not become an integral part of the contract unless explicitly approved of in writing by Vojenský výzkumný ústav, s. p. The Draft Contract loses its purpose and becomes extinguished, if not accepted within the period of 30 days. In case that the Seller does not agree with any of the items from the product-line as specified herein, the Contract stays in effect with the remaining items which the Seller has no objections to.
2. The Parties agree that the Buyer shall pay to the Seller the price of the goods after receipt of the goods by the Buyer.
3. **The Buyer shall pay such invoice within 30 days of the date of receipt of the invoice.** The payment is fulfilled by having credited the Seller's bank account with the sum paid.
4. The Seller guarantees the Buyer good quality of the goods for a period of 24 months. The guarantee period begins to run on the day of receipt of the goods by the Buyer. Liability for defects and claims arising thereof are subject to the provisions of par. 2099 and those subsequent ones of the Civil Code (Act No. 89/2012 of Coll.).
5. The place of fulfilment is mentioned on the 1. Page of this Contract, if not mentioned, it shall be the Seller's seat. The Seller shall submit the goods for transport according to the instruction on the front page. The Seller shall give the Buyer a 5-day advice of delivery of the goods if such receipt by the Buyer is to be conducted at the Seller's place.
6. In case of using a returnable transport container, the Seller is obliged to clearly indicate this fact in the accompanying delivery list or invoice. The Seller is obliged to accept such container back from the Buyer for the same price.
7. The ownership right is vested in the Buyer upon full payment of the price for the goods.
8. Liability for damage and/or loss of the goods is vested in the Buyer upon receipt of the goods by the Buyer.
9. If the Seller falls behind in fulfilment, the Buyer is entitled to withdraw from the Contract or any item thereof.
10. The Contract may only be modified by a written agreement of the Parties. As a matter of principle, the Contract expires either when properly accomplished, or by agreement or in case of withdrawal.
11. The Seller is obliged to pay a penalty to the Buyer amounting to 0,05 % of the price of the undelivered goods for each day of delay, but not more than to the limit of 20 %. In case of defective delivery, the Seller shall pay the Buyer a contractual penalty in the amount of 10 % of the price of such defective performance. The Seller shall pay the penalty without any regard to whether and in which amount the Buyer has incurred damage claimable via independent ways.
12. In compliance with the related transport regulations, a delivery list or a transport sheet containing the required data and a check document are necessary for reception of the goods. The Seller undertakes to indicate the Contract Number in all documents relating to the Contract (delivery list, transport sheet, postal shipment, invoice, and the like). The Buyer is entitled to refuse a delivery unmarked by the Contract Number.
13. If the Seller is the holder of a "Quality Assurance System" certificate, the Seller is obliged to conduct the performance of the Contract within the System.
14. Unless provided otherwise in the Contract, any legal relations ensuing and arising therefrom are governed by the Czech Civil Code (Act No. 89/2012 of Coll.).
15. If the Seller is supplier of military materials according to the Law No.38/1994 of Coll., he has the duty to fulfil any of the provisions of the Czech Defence Standard ČOS 051622 (AQAP-2110).