

Submitter's contract No.  
CMI Contract No:

## CONTRACT FOR THE VERIFICATION AND CALIBRATION OF MEASURING INSTRUMENTS

### I. Contractual parties

The contract is hereby concluded between:

#### SUBMITTER:

Name of corporation or natural person: SBS – NEPRON, s.r.o.  
Principal office of corporation: Drahotínská 411, 331 51 Kaznějov  
Company registration number: 256 57 551  
Tax identification number (VAT): CZ25657551  
Represented by: Mr. Tobias Heinz Winkler  
Authorized person to technical negotiations:  
Hereinafter referred to as „Submitter“

and

#### PROVIDER:

**Czech Metrology Institute (Cesky metrologický institut)**  
Principal office: Okružní 31, Brno, PC: 638 00  
Legal form: state contribution organisation established by the foundation deed of the MH CR file No.521 385/92-44 dated 21.12.1992 according to the adjusted foundation deed issued on the basis of the resolution of the Ministry of Industry and Trade No. 16/2009, file No. 1313/09/02700/1000 dated 10. 3. 2009;  
Company registration number: 00177016  
Tax identification number: CZ00177016  
Bank connection: XXXXX  
Affiliated branch: XXXXX  
Number of the account: XXXXX  
IBAN: XXXXX  
SWIFT: XXXXX  
Represented by: General Director Dr. Pavel Klenovsky  
Hereinafter referred to as „CMI“ or “Provider”

The contracting parties appointed persons authorised to act in matters referring the subject of this contract:

a) on behalf of the Submitter :

b) on behalf of the Provider: Director of Internal Organizational Unit of CMI (IOU) or delegated employees that will be performing metrological performance

**Express statement of the contractual parties:**

The Parties hereby declare and acknowledge that the above-stated information is accurate and correct. The Parties are obliged to notify the other contracting Party of any changes within ten working days. The contractual Parties are making a contract in accordance with § 1746/2 Civil Code of the Czech Republic as amended.

## **II.**

### **Subject-matter of contract**

1. The subject-matter of this contract is the verification of measuring instruments according to § 4 of the Act on Metrology No. 505/1990 Coll., as amended, (hereinafter referred to as the Act), performed in compliance with § 9 Act and the regulation of the Ministry of Industry and Trade No. 262/2000 Coll., as amended, and then the calibration of measuring instruments performed for submitter pursuant to submitter's written order which will be received and accepted by CMI.
2. CMI undertakes to perform the metrological performance pursuant accepted requirements of submitter's orders and submitter undertakes to pay price for mentioned services specified in Article 4 of this contract.
3. In order to realization the subject-matter of the contract, the parties agree and acknowledge that:
  - a) Submitter will make the order to metrological performance in written form or by submitting the measuring instruments to CMI. The order will usually contain details about type and name of the measuring instrument, manufacturer, quantity, serial number, deadline for perform the service and the other details which are necessary to identify the measuring instruments; on the request of submitter CMI will send the one copy of the accepted order back.
  - b) CMI will accept the order by performing the offered services; in case that submitter will not deliver measuring instruments to CMI or submitter will not provide necessary cooperation under Article 3 section 3 of the contract CMI is not obliged to accept the order.

In case that CMI will have the objections to the offer CMI will send these objections with a new proposal to the submitter. The submitter is obliged to reply to this new proposal in stated period of time and send to CMI the acceptance or refusal of this new proposal.
  - c) CMI is entitled to not accept the order of the submitter in cases that objectively do not allow performance of required metrological services.

## **III.**

### **Place and time of performance**

1. The place of the performance is negotiated in the business premises of CMI. The external services will be performed in the business premises of submitter, event. at a different place negotiated by the Parties.
2. The Submitter is undertaken to transfer the measuring instrument, software, its technical documentation, manual and the data concerning the declared metrological parameters at the negotiated place against written confirmation. After finish the metrological performance CMI undertakes to transfer borrowed things back to the submitter in the same range.
3. Submitter undertakes to provide the necessary cooperation and technical background for the metrological performance in case that the performance will be realized in the business premises of submitter or at any other different place.

4. CMI shall carry out the calibration of measuring instruments within 60 days after delivering measuring instruments, software and all needed documents, unless the parties agreed otherwise or CMI will not act under the § 25 par. 2 Act.
5. The Parties can negotiate the specific dates of metrological performance for each measuring instrument.
6. The obligations of CMI about the verification are fulfilled by placement of an official mark on the measuring instrument or by issue of the verification document – respectively by combination of both of the methods – or by issue of a resolution on refusal according to § 24 of Act. The obligations of CMI about the calibration is fulfilled by issue of the calibration document (Calibration Certificate).

#### **IV.**

##### **Contractual price and methods of payment**

1. The price for the metrological performance will be determined pursuant to Price List of CMI formed for the appropriate year in accordance with provisions of The Act on prices No 526/1990 Coll., as amended. 3. The contractual prices excluding value added tax in Czech Republic. The contractual prices will be determined according to provision of the Value-Added Tax Act No. 235/2004 Coll. as amended.
2. The Submitter is obliged and committed to the invoiced price within the agreed term to pay in this way:
  - a) By bank transfer on the basis of issued current tax voucher, containing data set in Act No. 235/2004 Coll., as amended.
  - b) In cash on the basic of issued simplified tax voucher, which declares that the submitter paid charged amount in cash in the day of metrological performance or when the submitter takeovers his measuring instruments back; the document mentioned above are entitled to issue the metrologist or cashier, they are also entitled to take cash.
3. Metrological performances will be invoiced cashless (by the Article IV. par. 2 a) of the contract). In case of previous unpaid invoice from submitter CMI is entitled to require payment in cash.
4. The invoice maturity date lies on the 21th day after its expedition to the submitter. The due date will be stated on the invoice.
5. The monetary performance may be realised by payment through a bank transfer. The date of payment is considered to be the date on which the invoiced sum of money is credited to the CMI's account.
6. CMI will send invoice to the submitter's headquarters, unless the different address for sending invoices will not state in this article of the contract.

#### **V.**

##### **Charges for over due services**

1. In case of the delayed payment of the invoice the penalty from the contractual price in the amount of 0,03 % for each day of delay is determined. States organisations are also obliged to ask of interest on late payment and covenant contractual rate (after the code Nr. 219/2000 Sb., § 14, odst.5).
2. In case of the delayed metrological performance the penalty from the value of the non-performance metrological achievement in the amount of 0,03 % for each day of delay is determined.

3. This stipulation does not affect possible right of the contracting parties to compensation of suffered damage as established due to non-fulfilment of liabilities from the contract.

## **VI.**

### **Force of contract and termination**

1. The contract becomes valid upon the signature of the parties. Its efficiency begins by presenting the first submitter's order of required metrology performance to CMI under Article II. of this contract.
2. The contractual parties are making a contract for an undetermined period.
3. The contracting parties are also entitled to terminate the contractual relation established by this contract in the form of a written agreement or by written notice without stating the reasons, while the run of the three-month notice period starts as from the first day of the month following the delivery to the other contracting party.
4. Termination of this contract does not affect the liability of contracting parties to settle all and any existing liabilities established on the basis of this contract, all of that in the course of one month as from the contract termination, at the latest.

## **VII.**

### **Other arrangement**

1. Legal relations regarding the verification or calibration measuring instruments which are not stated in this contract follow the Act and Administrative Code No. 500/2004 Coll. The participants of this contract conclude an agreement according to § 1746/2 Civil Code stating, that their above-stated liability relations as per this contract follow the Civil Code of Czech Republic.
2. The CMI is obliged to take appropriate care for entrusted measuring standards and to protect them against stealing, abuse or damaging.
3. The CMI is responsible towards the Submitter for damages caused on entrusted measuring instruments that were caused by improper handling, by negligence or intentionally. In such cases, the CMI is obliged to provide the Submitter with compensation of caused damages by putting the device into its original conditions or by compensation of costs spent on its repair, all of that maximally to the sum of the insurance money paid by the insurance house.
4. CMI takes note that its employees in the performance of this contract in the business premises of submitter are obliged to respect its internal organizational regulations regarding health and safety at work, fire protection and security as well as protection of secret information, if submitter provably met employees with these regulations.
5. The CMI undertakes not to pass any part of the service to any other metrological institute (sub-contractor), unless it is stipulated in the contract or in an amendment to the contract.
6. In relation to this contract, the contracting parties undertake to arrange protection of business secret in compliance with Civil Code. Such information will not be communicated to any third person without written consent of the other contracting party. The given party will arrange in an efficient way for such information not to be abused. The obligation of confidentiality is valid for the time of this contract fulfilment as well as after its termination with consequences set by the legal regulations for the case of jeopardizing or breaching the rights and obligations.

## **IX.**

### **Final provisions**

1. Both of the contracting parties are obliged actively and without unnecessary delay inform each other about occurrence of facts that could affect efficiency of the contract or its individual stipulations or quality and terms for fulfilment of obligations emerging from the contract.
2. This contract can be changed with written amendments signed by duly authorized representatives of both parties
3. The contracting parties will solve possible disputes related to the contract fulfilment mainly by mutual negotiations of representatives or statutory authorities, usually in 14 calendar days as from the date of a written notice or reminder of one of the contracting parties. In case of such dispute not to be solved by agreement, the disputable matter will be solved through court of Czech Republic.
4. In compliance with stipulation of §89a Civil Court regulations, the participants concluded an agreement, respectively they agreed on other venue of the first level court. The venue court is the court of the first level in the district of headquarters of the Czech Metrology Institute.
5. All duties and obligations of the Parties as well as any legal relations arising of this Contract shall be governed by Laws and Regulations of the Czech Republic.
6. Having read the contents the participants of the contract declare that they agree with its contents, they conclude the contract on the basic of their free, serious and definite will which they conform by their own hand signatures.
7. This agreement was written in 2 copies in Czech and English version, each of which having the validity of an original. Each participant of the agreement will receive one copy. Should there be any discrepancies between the language versions, the Czech version will prevail.

On behalf of the Provider:

On behalf of the Submitter:

Date:

Date:

Stamp:

Stamp:

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