

## Purchase Order (PO)

Purchase Order Number/Date:

4500846137 / 27.06.2018

Contact person/Telephone/Mobile phone:



Supplier:

Registered Office:

Thomann GmbH

Hans-Thomann-Str. 1

D-96138 BURGEBRACH

DEUTSCHLAND

VAT ID No.: DE257375233

Client:

Česká televize, Kavčí hory, Na Hřebenech II 1132/4, 140 70 Praha 4, CR

Established by the Act No. 483/1991 Coll., on Czech Television

Not registered in the Czech Commercial Register

Represented by:

Bank Connection: Česká spořitelna, a.s., Praha 4

Bank Account No.: GB61BARC2078986249

ID No.: 00027383 VAT ID No.: CZ00027383

SWIFT (BIC) Code: GIBACZPX

Thereinafter referred to as "The Client"

The Supplier's No. in the Client's system: 204062

Thereinafter referred to as "The Supplier"

Please quote the Purchase Order No. and the invoiced item No. in all invoices and related correspondence.

In case of missing Purchase Order No. the invoice could not be processed and it will be returned to the Supplier.

Delivery date: 29.06.2018

Referring to your Quotation 602997 of 26.06.2018 we would like to order the following:

Currency: EUR

Item	Material	Order QTY.	Unit	Description	Price per Unit	WBS element	Net Purchase Price
1	4000120			kabelový přejezd Defender Midi <a href="https://www.thomann.de/cz/adam_hall_defender_midi.htm?gclid=Cj0KCQjwvLLZBRDrARIsADU6ojDDHEtwEvtAPtd6qHgCxuz7qGbVferBUXmNrfdAppGxU1MRIOwJqGEaAiOcEALw_wcB">https://www.thomann.de/cz/adam_hall_defender_midi.htm?gclid=Cj0KCQjwvLLZBRDrARIsADU6ojDDHEtwEvtAPtd6qHgCxuz7qGbVferBUXmNrfdAppGxU1MRIOwJqGEaAiOcEALw_wcB</a> Adam Hall 85300 objednací kód: 107095	119,83		3.594,90
		30,00	Pc				

Total net item price excl. VAT:

3.594,90

### PAYMENT CONDITIONS:

The Supplier shall issue either (i) the invoice for the total price or (ii) the invoices for the individual items' prices. VAT will be reverse charged.

The stated prices are the most highly admissible and include all costs of the Supplier associated with the performance of the subject-matter of the PO. The Client shall pay the price (s) to the Supplier pursuant to a tax document - invoice (thereinafter as "the invoice") issued by the Supplier until 14 days since the proper delivery of goods. The Client shall not provide any advance payment.

The invoice must contain all the essentials stated for invoices by the relevant act valid in a country of the Supplier's registered office.

Both Client and Supplier hereby agree that the Supplier is entitled to submit electronic invoices (tax documents) via e-mail. Such invoices shall be submitted in PDF format from the Supplier's e-mail address to the following Client's e-mail address: [faktury@ceskatelevize.cz](mailto:faktury@ceskatelevize.cz).

Date of the invoice's delivery to the Client's mailbox shall be deemed to be the day of invoice's delivery to the Client, which shall be also deemed to represent the consent to use electronic invoices.

The Supplier is kindly requested to attach the original tax domicile certificate to the invoice to enable drawing of tax benefits according to a double tax treaty between the Czech Republic and the country of the Supplier's residence.

### GUARANTEE:

The Supplier provides the quality guarantee of the goods as well as the guarantee for the quality of all its parts. The Supplier also guarantees that the goods shall be new, fully functional, eligible for the usage towards the arranged (usual) purpose and that the goods shall maintain the arranged (usual) qualities and it shall be completely without defects. The guarantee period shall start to run since the proper takeover of the goods.

### SANCTIONS:

In case of the late Supplier's goods delivery the Client reserves the right to claim the interest on late payment amounting to 0.5 % (in words: half a per cent) from the total price per every commenced day of this delay.

In case of the late Client's payment with the invoice the Supplier reserves the right to claim the interest on late payment amounting to 0.03% (in words: three hundredths per cent) from the debt on invoice not fully paid when due per every commenced day of this delay.

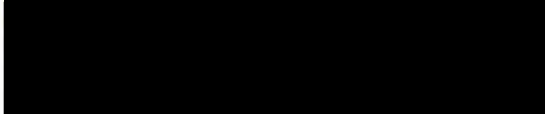
In every single case of the late Supplier's repair of goods (start of the repair or the defect's removal) the Client reserves the right to claim the penalty

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D-96138 BURGEBRACH

DEUTSCHLAND

Total net item value EUR 3.594,90

amounting to 0.5 % (in words: half a per cent) from the net purchase price per every commenced day of this delay.

The maturity of all the penalties is 15 (fifteen) calendar days since the delivery of an invoice issued for a penalty to another party.

The Supplier is not entitled to set any further penalties against the Client. The rights of the Client and the Supplier for damages beyond the penalties according to relevant provisions of the Civil Code remain unaffected.

**OTHER PROVISIONS:**

The Supplier is not entitled to change or complement the PO's wording in any way - in particular to add further penalties to the PO's wording or to add other provisions, unless it is allowed by these commercial terms. Should the Supplier attach its general commercial terms to the PO, the Supplier would acknowledge and by accepting the offer would agree that any penalties, withdrawal from the PO and other provisions deteriorating the Client's position comparing to these commercial terms or terms stated in the Civil code, are invalid. In case of the contradiction between the Supplier's general commercial terms added to the PO's wording and commercial terms stated in the PO the latter terms take precedence.

During the performance of the PO's subject-matter the Supplier undertakes not to allow the performance of illegal work defined in the § 5 letter e) of the Act No. 435/2004 Coll. on Employment, as amended.

The commercial relations between the Client and the Supplier not governed by the PO shall be regulated in accordance with the laws of the Czech Republic, especially the Civil Code.

All disputes, which may arise out of or in connection with the PO, shall be primarily settled in friendly understanding and negotiations. However if such friendly settlement cannot be arrived within a reasonable time after the occurrence of the dispute, both Client and the Supplier agree that, according to § 89a of the Act No. 99/1963 Coll., The Civil Procedure Code, the Prague 4 District Court, respectively the Prague Municipal court shall be the court having local jurisdiction. For preventing any potential questions, both Client and the Supplier agree that said disputes shall be referred to the exclusive jurisdiction of the Czech courts.

Should any information in this Agreement be highlighted in yellow, the parties mutually agree that such information shall be redacted (blackened out) pursuant to the Act on Registration of Agreements (Act No. 340/2015 of the Czech Collection of Laws - hereinafter as the "Act on Registration of Agreements"). Such redacting shall be implemented especially in cases of, but not limited to, trade secrets that are subject to the appropriate measures of the Parties to keep such information confidential. Only the Client shall be entitled to make this Agreement public pursuant to the Act on Registration of Agreements within the time period of 30 days commencing upon its execution. Provided that the Client does not make this Agreement public within this time period, either Party shall be authorized to make this Agreement public pursuant to the Act on Registration of Agreements.


It is hereby agreed that rights and obligations, which (as the case may be) have arisen from performance of obligations within the subject-matter of this Agreement in the period before it came into effect, shall be replaced by rights and obligations arising from this Agreement. The performance of obligations within the subject-matter of this Agreement in the period before it came into effect shall be regarded as performance in accordance with this Agreement, and the rights and obligations, which have arisen from such performance, shall be governed by this Agreement.


The Supplier, as an assignor, is obliged not to transfer its rights and obligations arising from the PO or its part to a third person.


Please consider this Purchase Order as binding and confirm it by 29.06.2018 at the latest.  
The invoice is due within 30 days after delivery to CT.

Date 27.6.2018

Date 29.06.2018

Czech Television \_\_\_\_\_  


The Supplier \_\_\_\_\_  
  
Thomann GmbH

 Česká televize -93-  
Křižíkova  
Našimbachova 100/4  
160 30 Praha 4  
IČ: 00614812 DIČ: CZ006148123