

S037/18-460-01

PURCHASE CONTRACT

Buyer:

VŠB – Technical University of Ostrava , FEECS

Registered office: 17. listopadu 15/2172, 708 33 Ostrava-Poruba

Company ID: 61989100

Tax ID: CZ61989100

Represented by: [REDACTED]

Bank: ČSOB, a.s.

Account number: [REDACTED]

Contact person: [REDACTED]

and

Seller

Business company/name/: **Cyberbotics Sàrl**

Registered office: EPFL Innovation Park C, 1015 Lausanne, Switzerland

Company ID: CHE-104.504.228

Tax ID: CHE-104.504.228

Represented by: [REDACTED]

Bank: Banque Cantonale Vaudoise, Lausanne, Switzerland

Account number: [REDACTED]

Entry in the Register of companies: 7 April 1998

Contact person: Dr. Olivier Michel

Data box ID:

concluded the contract in agreement with establishment Section 2079 and et seq. of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the “Civil Code”)

(hereinafter referred to as the “Contract”)

In the case of changes of any of the above mentioned data, the contracting party, at which the changes arise, is obligated to inform the second contracting party, in an evidential way (in a form of a registered letter) and without undue delay. If damage originates due to infringement of this obligation, the contracting party that caused the damage will cover it in full cost.

Article I

Subject of the Contract

1. Subject of this Contract is to supply **Webots PRO Academic** that is subject of the public order (hereinafter also referred to as the “goods”) in accordance with specification and technical description stated in Annex 1 of this Contract.
2. The Seller pledges to supply to the buyer the goods, as stated in Clause 1, and pass ownership of the goods to the Buyer.

- 13-004-81/:
3. The basis for this Contract is the offer of the Seller dated 18th July 2018 (No 97426) within the invitation to tender announced by the Buyer as the contracting authority.
 4. The Seller pledges to document and secure the following for the goods:
 - attestation, certificates and attestations that are issued by appropriate authorized persons for each of the specific types of products according to special regulations,
 - manuals and basic user documentation

Article II

Goods, defects of goods

1. The Seller pledges to accept the subject of the supply and pay the negotiated price in accordance with Article IV of this Contract.
2. Ownership of the goods passes to the Buyer when the Buyer accepts the goods.
3. The Buyer is eligible to refuse acceptance of the goods, if the goods are not supplied in accordance with this Contract and in the negotiated quality, whereas in such case the Buyer informs the Seller of the reasons for refusing the goods in a written form, within five working days of the original date of handover of the goods at the latest.

Article III

Time and place of performance, handover of the goods

1. The Seller is obliged to deliver the goods by 21st August 2018
2. The place of the performance is the seat of the Buyer at the address: VSB-Technical University of Ostrava, Department of Computer Science, FEECS, 17. listopadu 2172/15, Ostrava-Poruba, 708 00, Czech Republic. Contact person: [REDACTED]
3. Exact time of the delivery of the goods will be agreed in advance between the Seller and the Buyer's competent representative by the agreed communication means (e-mail, phone).
4. The goods will be supplied to the Buyer together with the handover certificate and invoice; the goods are invoiced by the Seller in accordance with the corresponding handover certificate.
5. The risk of damage to the goods under this Contract shall pass to the Buyer on the date of acceptance of the goods.

Article IV

Purchase price and terms of payment

1. The **total purchase price** (in CHF) for the object of purchase is:

Total price including VAT: CHF 2300

In words: Two thousand three hundred CHF including VAT

2. This agreed purchase price is final and includes all costs connected with the sale and purchase of the goods, including shipping.
3. The price will be paid based on the invoice issued by the Seller. The invoice issued by the Seller must contain the essentials established by the legal regulations. The prices of the goods excluding VAT, VAT and the total price of the goods including VAT will be evaluated the separately in the invoice.
4. The maturity of the invoice is 30 days since the day when the invoice is delivered to the buyer. If the invoice is not supplied with the goods; in the case of doubts it is believed that the day of the invoice delivery is the third day since its sending.

5. The purchase price is considered to be paid by the time of crediting of the invoiced purchase price to the bank account of the Seller. The Buyer will not provide to the Seller any advance payments for the price of the goods or its parts.
6. The Buyer is entitled, before expiration of the invoice maturity, to return the invoice without payment if it does not contain the essentials specified in this Contract or if the data are stated incorrectly. The Seller is obliged to issue a new invoice. In this case the Buyer is not in delay with the payment for the goods. When the properly supplemented or corrected invoice is delivered, new maturity of the invoice of 30 calendar days will start to run.

Article V

Quality guarantee, liability for defects

1. The Seller undertakes to provide the goods delivered with a quality guarantee, i.e. the functionality of the goods as a whole, for a period of 12 months from the date of delivery of the goods. The time limit for claiming defects runs from the moment the goods are delivered to the Buyer.
2. The Seller is further liable for defects of the goods within the meaning of Section 1916 et seq. of the Civil Code.

Article VI

Contractual fines and withdrawal from the Contract

1. If the Seller fails to deliver to the Buyer the goods within the time limit specified in Article III Clause 1, the Buyer shall pay a contractual penalty of 0.5% of the purchase price of the goods for each day of delay.
2. If the Buyer is in default with the payment of the invoice, it is obliged to pay the Seller interest for late payment in accordance with the applicable regulation.
3. The contractual penalty and default interest shall be payable within thirty calendar days of the date on which a written request for payment by the entitled party to the liable party was received, to the account of the entitled party specified in the written notice.
4. Withdrawal from the Contract is governed by the relevant provisions of the Civil Code.
5. The Buyer is entitled to withdraw from the Contract if the insolvency proceedings have been initiated with the Seller.

Article VII

Other arrangements

1. The Seller is not entitled to assign rights and obligations under this Contract to a third party without the prior written consent of the Buyer.
2. Issues not covered by this Contract shall be governed by the relevant provisions of the Civil Code.
3. The Seller takes note of the Buyer's obligation to disclose the information contained in this Contract in accordance with Act No. 134/2016 Coll., on Public Procurement, as amended, Act No. 106/1999 Coll., on Freedom of Information Act, as amended, Act No. 340/2015 Coll., on the Register of Contracts and other generally binding standards, in the manner resulting from the said regulations or decided by the Buyer.

The contracting parties undertake to keep confidential and not disclose to third parties discreet information – to maintain confidentiality – as defined below:

- all information provided to the contractor within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended,
 - information subject to the statutory duty of confidentiality (e.g. personal data, classified information)
 - the trade secret of the Seller or any other data protected under special legal regulations, justifying such inclusion in writing before signing this Contract. The Seller acknowledges that this procedure cannot be applied in relation to the amount of the price actually paid for the performance of this Contract and to the list of the Seller's subcontractors, as well as information required by law.
4. The Seller is obliged to allow all entities authorized to carry out the inspection of the projects from which the delivery is paid to check the documents related to the fulfilment of the contract and for the period stipulated by the Czech legislation for their archiving (Act No. 563/1991 Coll. on Accounting, and Act No. 235/2004 Coll., on Value Added Tax).
5. The Seller is obliged to keep all documents and accounting records related to the delivery of the subject of performance until 2026, unless the Czech law provides for a longer period. These documents and records will be stored in the manner prescribed by applicable law.

Article VIII Final Provisions

1. This Contract shall enter into force on the date of signature by both contracting parties. The contract becomes effective by the registration in the register of contracts according to the following provisions of the Contract.
2. The registration of this Contract pursuant to the provisions of Section 5 of Act No. 340/2015 Coll., on the Register of Contracts shall be made by the Buyer on the basis of the Contract of the contracting parties, so that the confirmation of the registration of the Contract is sent to both contracting parties.
3. Any disputes between the contracting parties will be preferentially dealt with by an agreement. If no agreement is reached, disputes will be settled by the competent court, not by the arbitrator.
4. All correspondence between the contracting parties, including their statements, is irrelevant in relation to this Contract, unless otherwise provided in the Contract.
5. This Contract is made in three identical copies, two of which are received by the Buyer and one by the Seller.
6. Each of the contracting parties declares that it concludes this Contract freely and seriously that it considers the content of this Contract clear and comprehensible and that it is aware of all the facts which are decisive for the conclusion of this Contract; in proof of this, the contracting parties attach their signatures to this Contract.

Annex 1 - specification of the subject of the public contract

In Ostrava, on 07.08.2018

On behalf of the Buyer:

[Redacted]

Dean of the Faculty

[Redacted]

V
TE
fo

In Lausanne, on 6th August 2018

On behalf of the Seller:

[Redacted]

[Handwritten mark]



POVĚŘENÍ

[redacted]
narozen dne [redacted] bytem [redacted]
děkan Fakulty elektrotechniky a informatiky Vysoké školy báňské – Technické univerzity Ostrava,
IČ: 61989100

tímto pověřuje proděkana pro studium

[redacted],
narozeného dne [redacted] bytem [redacted]

ve smyslu ust. § 28 odst. 5 zák. č. 111/1998 Sb., o vysokých školách, v platném znění, jednáním za děkana Fakulty elektrotechniky a informatiky ve všech jemu svěřených právech a povinnostech, včetně těch právních úkonů, ke kterým je třeba písemné formy s tím, že děkan výslovně pověřuje proděkana k podpisu takových právních úkonů.

V Ostravě dne: 1. 9. 2017

[redacted]

děkan fakulty

Pověření v celém rozsahu přijímám.

V Ostravě dne: 1. 9. 2017

[redacted]

proděkan pro studium
statutární zástupce děkana

