

The purchase contract

concluded in accordance with Act. No 89/2012 Coll., Civil Code

I.

The Contracting Parties

PURCHASER:

Name of corporation or natural person: **Korea Research Institute of Standards and Science (KRISS)**
Principal office: 267, Gajeong-Ro, Yuseong-Gu, Daejeon 34113, Republic of Korea
Company registration number: 160122-0000158
Tax identification number (VAT): 314-82-00680
Bank Connection:
SWIFT:
Number of the account:
IBAN:
Represented by: Kim, Dong Hyun, Head Office of Procurement and Asset management

Hereinafter referred to as „Purchaser“

and

SUPPLIER:

Czech Metrology Institute (Cesky metrologicky institut)
Principal office: Okruzni 31, Brno, PC: 638 00
Legal form: state contribution organization 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 16/2009 file No. 1313/09/02700/1000 dated 10.3.2009
Company registration number: 00177016
Tax identification number: CZ00177016
Bank connection:
Affiliated branch:
Number of the account:
IBAN:
SWIFT:
Represented by: Ondřej Kebrle BBA, MSc., Economic Director
Hereinafter referred to as „CMI“ or as “Supplier”

II.

Subject of the Contract

1. The Supplier undertakes to supply to the Purchaser the following:
Software in NI LabView for semi-automated control and measurement with digital bridge DigiBridge (CMI) in the form of non-exclusive software license.

(hereinafter referred only as “**Software**”)

2. The Purchaser undertakes to take over the Software and to pay for it the contractual price as described in Art. IV.

III.

Time and Place of performance

1. The Software will be delivered not later than **1 month** after signature of this Contract by both parties.
2. The Software will be provided via e-mail to the address: XXX

IV.

Purchase Price and Payment Conditions

1. The total purchase price for the Software was agreed by the contractual parties in the amount of **5.500,- EUR**, VAT not included.
2. The Purchaser is obliged to pay the above mentioned price on the basis of the invoice issued by the CMI. The invoice maturity date lies on the 30th day after its expedition to the Purchaser. The date of payment is considered to be the date on which the invoiced sum of money is credited to the CMI's account.

V.

Overdue and Charges

1. In case of the delayed payment of the invoice or taking delivery the penalty from the purchase price in the amount of 0,03 % for each day of delay is determined.
2. In case of the delayed delivery of the Software the penalty from the purchase price 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.

Vis major and liability to damages

1. The parties are exempted from their liabilities for the entire or partial non-performance of their obligations (with the exception of delayed payments according to the contract conditions) in case it is a result of vis major circumstances.
2. The Party that is referring to the vis major circumstances shall notify the other Party in writing in a 5 /five/-day-period from the date of their occurrence.
3. Upon the formal announcing of termination of vis major circumstances, the Parties shall discuss their contractual obligations and shall make mutually beneficial decision on the further performance of the Contract.

VII.

Force of contract and termination

1. This document sets forth the entire agreement and understanding between the parties as to the subject matter of this Contract, and merges all prior discussions between them. The contract becomes valid upon the signature of the parties.
2. This contract can be changed with written amendments signed by duly authorized representatives of both parties. Notwithstanding the foregoing, upon the breach of any condition of the Contract by any party, or in the event that any party becomes bankrupt or insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or takes or has taken against it any proceedings of any kind under any provision of any insolvency, bankruptcy or reorganization act, the other party shall have the right to terminate this agreement immediately by so notifying the first party. Their obligations to the day of withdrawal must be fulfilled. All Notices or other communications under or in connection with this Contract shall be made in writing and unless provided otherwise, may be made by letter or by fax. Any notice shall be considered made, provided that:
 - a), if it is a letter, it is delivered by hand or by recommended post,
 - b), if it is a fax, it is received in a legible form.Notices sent in accordance with the foregoing but received on a public holiday or after business hours shall be considered delivered on the next business day.

VIII.

Software licence

1. This licence is granted as a nonexclusive software licence. The Purchaser shall not use this Software in any other way than that exclusively associated with the use of digital bridge DigiBridge. For example, he is not entitled to sell it, reproduce it, distribute it or otherwise similarly handle. In case of violation of this obligation, the penalty of 100 % of the purchase price is negotiated.

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 fulfillment of obligations emerging from the contract.
2. The contracting parties will solve possible disputes related to the contract fulfillment 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.
3. In compliance with stipulation of §89 a 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.
4. 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.
5. If any provisions at this contract is declared void by any court of competent jurisdiction such provision shall be deemed severed from this contract and said contract shall otherwise remain in full force and effect.
6. Having read the contents the parties to the contract declare that they agree with its contents, they conclude the contract on the basis of their free, serious and definite will which they conform by their own hand signatures.
7. This Contract was written in 2 copies, each of which having the validity of an original. Each participant of the agreement will receive one copy.

In Brno, date:

In Daejon, date:

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Ondřej Kebrle BBA, MSc., Economic Director

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