

## Purchase Agreement 1/42-98/12/ 2018-7401

Contracting Parties:

1. **CASRI – SPORT RESEARCH INSTITUTE OF CZECH ARMED FORCES**

Podbabska 1590/3, 160 00 Praha 6  
Represented by: Mgr. Libor Soumar, Ph.D.  
IČ: 49366378  
Tax ID: CZ49366378  
Bank details: Czech National Bank, Na Příkopě 28, Praha 1  
Account number: 31921881/0710  
IBAN: CZ77 0710 0000 0000 3192 1881  
SWIFT: CNBACZPP  
Contact person: Mgr. Simona Kozlova

hereinafter only the **buyer**

**and**

2. **NIRx Medizintechnik GmbH**

Gustav-Meyer-Allee 25  
13355 Berlin, Germany  
Represented by: Mr. Christoph Schmitz, Ph.D.  
VAT: DE25606844  
Bank connection: Berliner Bank  
IBAN: DE06100708480524466000  
SWIFT: DEUTDEDB110  
Account number: 0524 4660 00

hereinafter only the **seller**

they conclude on this day, month and year according to the provisions of § 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "Act No. 89/2012 Coll."), this **purchase contract**:

### Art. I

#### Object of the contract

The Seller hereby undertakes to deliver to the Buyer 1 piece of "**NIRSport 88 - NEAR INFRARED SPECTROSCOPY**" in accordance with this contract, meeting the requirements of the public contract sent by e-mail on xx.9.2018 and transferring ownership of the goods to the buyer. Everything must be unused. Scope of delivery is specified in Appendix 1 to this Agreement (Price List No **20180921-LVB1**), which is an integral part of this Agreement.

1. The vendor declares that it meets all the statutory requirements and requirements that are required to sell this device.
2. The buyer undertakes to take the goods mentioned in the previous paragraph from the seller, provided the goods meet the requirements contained in this contract or generally binding regulations and pay the seller the agreed purchase price.

## Art. II.

### Purchase price

1. The seller and the buyer have agreed that the goods referred to in Article I of this Agreement shall be supplied by the seller to the Buyer for:  
Price for **1 piece of kit: €48.572,30**  
(in words: Forty-eight thousand and five-hundred seventy two EUR and 30 cents)  
The exact breakdown of the price by individual items is contained in the price list No. **20180921-LVB1**, which is an integral part of this contract.
2. For the taxable transactions of a Contracting Party, each delivery of goods which the seller shall supply to the buyer and the buyer shall confirm the delivery on the delivery note.
3. The buyer pays the price for the goods on the invoice by transferring the amount to the seller's bank account as stated above. The invoice will include the seller's and buyer's identification, including tax information, invoiced amount, referral to this purchase contract, delivery report, invoice number, date and signature.
4. If the invoice does not contain the elements specified in the previous paragraph, the buyer is entitled to return the invoice. During the maturity of the repaired or new invoice, the buyer is not in default with the payment of the price of the goods.
5. An invoice, including a repaired or new invoice, is payable within 14 days of its receipt by the buyer.
6. The price is calculated as final, with delivery to the place designated by the buyer, including the cost of transporting, packing and handling and training of the operator.
7. The Seller undertakes to dispose of all packaging material that will be delivered with the goods.

## Art. III.

### Time and place of delivery of the goods

1. Goods will be delivered by the seller's means of transport. The purchase price includes the price for transport to CASRI, Podbabská 1590/3, Prague 6, Czech Republic.
2. Goods shall be deemed to have been delivered by the signature of the authorized worker on the delivery note. One copy of the delivery note will remain with the seller and the second copy will be delivered to the buyer.
3. The Seller shall ensure that the commodity is put into service (installation of hardware and software in the CASRI diagnostic laboratories) and training of operators for the routine diagnosis and interpretation of the measured results.
4. A purchaser's employee who accepts the goods from the seller is entitled, if the delivery clearly does not comply with this contract, or the goods show obvious defects, without undue delay, he / she can record this fact on the delivery note or expressly acknowledge the seller in writing.
5. The right to ownership of the goods is transferred to the buyer on the date of payment of the purchase price.
6. The Seller undertakes to deliver and deliver the goods to the Purchaser no later than 8 weeks after signing this Purchase Agreement. The day of handover is considered as the day of signing the delivery note.

7. The risk of damage to the goods is transferred to the buyer from the moment of signing the delivery report.

#### **Art. IV.**

##### **Seller's liability for defects in merchandise**

1. The seller provides a guarantee for the goods for a period of 36 months, from the date of delivery of the equipment and commissioning. A guarantee for the caps and probes is 12 months.
2. The warranty provided means that the goods delivered will be fully operational for the period referred to in paragraph 1 and will have the characteristics corresponding to the content of the technical standards or any other technical requirements or standards, eg ISO, to be met and applicable to the goods.
3. After the seller has notified the defect by phone, he / she then confirms in writing his acceptance, urgent assessment and removal of the defect of the goods at the buyer.
4. The seller is not responsible for defects in goods caused by improper and improper use contrary to the instructions for use. The seller is required to instruct the buyer about how goods are to be handled.
5. Apparent defects of merchandise, that is, defects that can be ascertained when the goods are taken over by the buyer, must be claimed by the buyer on the delivery note or immediately by subsequent documents.
6. Defects that can be detected only after the delivery of the goods have to be claimed by the buyer in writing or by e-mail without undue delay after the discovery. The complaint contains a brief description of how the defect is manifested.
7. In the event of a claim, the buyer has the following claims against the seller:
  - a) the right to request the free removal of a defect to the extent stated in the claim,
  - b) the supplier is obliged to lend a spare segment of the measuring set during the removal of the defect.
  - c) the right to request a new impeccable performance if the claimed defect can not be eliminated from a technical or economic point of view.
  - d) the right to grant a discount corresponding to the difference between the price of defective performance and the good product,
8. In the event of a defect in the warranty period, the warranty period is automatically renewed for the period of time the instrument has been out of service.

#### **Art. IN.**

##### **Withdrawal from the contract**

1. The buyer has the right to withdraw from this agreement for the following reasons:
  - a) the seller is in delay with the delivery of the goods for more than one month,
  - b) the goods show recurrent defects,
  - c) the goods show a substantial defect for which the goods can not be used and the seller has not removed the defect within 30 days of the date of the complaint
2. The Seller has the right to withdraw from this Agreement if the Buyer is in default for more than 2 months.

#### **Art. VI.**



### Contractual penalties

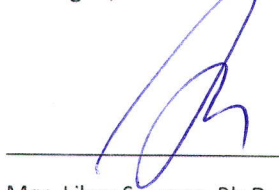
1. In the event that the purchaser is in default with the payment of the invoice for more than 10 days, the seller has the right to charge a contractual fine of 0.01% of the amount due for each day of delay.
2. In the event that the Seller is in delay with the delivery of the shipment for more than 10 days, the Buyer has the right to charge a contractual penalty of 0.01% of the value of the item for each day of delay.
3. The payment of a contractual fine shall not affect the right to compensation for damages incurred by a Contracting Party in a causal connection with a breach of contract.

### Art. VII.

#### Final Arrangements

1. This Agreement shall enter into force on the date of signature of both Parties and shall be published in the Register of Treaties.
2. All prior agreements relating to the subject matter of the Agreement shall be void after the signature of this Agreement.
3. All other arrangements may be made only in the form of a written amendment signed by both parties.
4. Any invalidity of any purchase contract agreement can not result in the invalidity of the entire purchase contract.
5. This sales contract may be signed by statutory representatives of the buyer and the seller.
6. The legal relations with this contract, as well as the legal relations arising therefrom, are governed by the relevant provisions of the Czech legislation, in particular of Act No. 89/2012 Coll., As amended.
7. Any disputes between the parties will be settled amicably and in the absence of agreement the disputes will be settled by the competent courts of the Czech Republic.
8. The parties declare that they have read this agreement and that they have been negotiated by mutual agreement according to their free will, certainly, seriously and comprehensibly, not in distress, under strikingly unfavorable conditions.
9. This purchase contract is written in two copies, one of which is received by the buyer and one seller.

In Prague, on 25.9.18



Mgr. Libor Soumar, Ph.D.

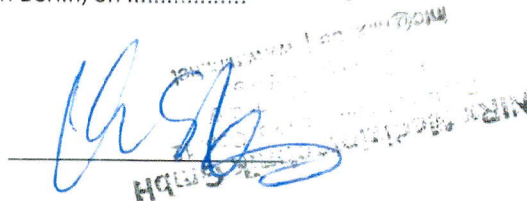
director

**CASRI Praha**

*příspěvková organizace MO*

Podbabská 3, Praha 6, 160 00  
973 204 641, casri@casri.cz  
IČO: 493 663 78, DIČ: CZ49366378

In Berlin, on 2018-9-24



*CS*