**Purchase contract**

This purchase contract (”**Contract**”) was concluded pursuant to section 2079 *et seq*. of the act no. 89/2012 Coll., Civil Code (“**Civil Code**”), on the day, month and year stated below by and between:

1. **Institute of Physics of the Academy of Sciences of the Czech Republic, a public research institution,**

with its registered office at: Na Slovance 2, Praha 8, PSČ: 182 21,

registration no.: 68378271,

represented by: RNDr. Michaelem Prouzou, Ph.D. – director

(“**Buyer**”); and

1. **Goro, spol. s r.o.**

with its registered office at: Zápy 282, 250 01, Brandýs nad Labem

registration no.: 44265557

represented by: Josefem Volfem, director

(“**Supplier**”).

(The Buyer and the Supplier are hereinafter jointly referred to as “**Parties**” and individually as “**Party**”.)

**whereas**

1. The Supplier’s bid for the public procurement entitled “**Deionized water generating system**”, whose purpose was to procure the Object of Purchase (“**Public Procurement**”), was selected by the Buyer as the most suitable.

**it was agreed as follows:**

# SUBJECT-MATTER OF THE CONTRACT

## Under this Contract the Supplier shall at its own responsibility manufacture, deliver and install to the Buyer Deionized water generating system as described in Annex 1 (*Technical Specification – Requirement Specification Document)*) hereto (“**Object of Purchase**”), transfer to the Buyer ownership right to the Object of Purchase and provide other related performance as described herein and the Buyer shall take over the Object of Purchase and shall pay the Supplier the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract. The Supplier shall provide basic training at Buyer’s premises on how to operate and maintain the Object of Purchase after installation and verification of the Object of Purchase.

# THe place of delivery

## The place of delivery is ELI Beamlines facility, Za Radnicí 835, 252 41 Dolní Břežany, district Prague-west, the Czech Republic.

The place of installation is laboratory LB.02.05/06 which is located in the ELI Beamlines facility, Za Radnicí 835, 252 41 Dolní Břežany, district Prague-west, the Czech Republic.

# the time of delivery

The Supplier shall deliver, install and verify the Object of Purchase to the place of installation within 8 weeks from the signature of this Contract .

# The ownership right

## The ownership right to the Object of Purchase shall be transferred to the Buyer upon signature of the acceptance protocol by both Parties.

# price and payment terms

## The purchase price for the Object of Purchase is 615.880,- CZK (“**Purchase Price**”) without value added tax (“**VAT**”). VAT will be paid in accordance with the applicable legal regulations.

## The Purchase Price cannot be exceeded and includes all costs and expenses of the Supplier related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the manufacture and delivery of the Object of Purchase, insurance and any other costs and expenses connected with the performance of this Contract.

## The Purchase Price for the Object of Purchase shall be paid in CZKon the basis of a tax document – invoice, to the account of the Supplier specified in the invoice. The Supplier is entitled to issue the invoice after signature of the acceptance protocol. Copy of the acceptance protocol must be attached to the invoice. The invoice shall be delivered to the Buyer without undue delay after signature of the acceptance protocol.

## The Buyer shall realize the payment on the basis of duly issued invoice within 30 days from receipt thereof. The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Buyer’s account on behalf of the Supplier’s account.

## The invoice issued by the Supplier as a tax document must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Supplier in accordance with this Contract shall contain in particular following information:

#### name and registered office of the Buyer,

#### tax identification number of the Buyer,

#### name and registered office of the Supplier,

#### tax identification number of the Supplier,

#### registration number of the tax document,

#### scope of the performance (including the reference to this Contract),

#### the date of the issue of the tax document,

#### the date of the fulfilment of the Contract,

#### Purchase Price,

#### registration number of this Contract, which the Buyer shall communicate to the Supplier based on Supplier’s request before the issuance of the invoice,

#### declaration that the performance of the Contract is for the purposes of a project, which the Buyer shall communicate to the Supplier based on Supplier’s request before the issuance of the invoice.

## and must comply with the double tax avoidance agreements, if applicable.

## In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Supplier during it maturity period and this shall not be considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice to the Buyer.

# SUPPLIER’s duties

## During performance of this Contract the Supplier proceeds independently. If the Supplier receives instructions from the Buyer, the Supplier shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Supplier finds out or should have found out if professional care was exercised that the instructions are for any reason inappropriate or illegal or in contradiction to this Contract, then the Supplier must notify the Buyer. The Supplier is not obliged to accept instructions if their implementation would increase costs of the Supplier in not only negligible extent or would prevent the Supplier from timely delivery of the Object of Purchase. In such cases an amendment hereto shall be concluded dealing with Purchase price increase or deadlines extension.

# Handover of the Object of purchase

## Before the handover and takeover the Object of Purchase shall be installed in the place of installation and be verified its function by the Buyer and the Supplier.

## Handover and takeover of the Object of Purchase shall be realized on the basis of an acceptance protocol. The acceptance protocol shall contain documents which are specified in Annex 1 (*Technical Specification – Requirement Specification Document).*

## If the Object of Purchase does not meet requirements stipulated by this Contract, the Buyer is entitled to refuse the takeover of the Object of Purchase. In such a case the Supplier shall remedy the deficiencies within ten (10) working days, unless Parties agree otherwise. If it is impossible to meet the said deadline for objective reasons proven by the Supplier the Parties will agree another sufficient deadline. The Buyer is entitled (but not obliged) to take over the Object of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer from using the Object of Purchase for intended purpose. In such a case the Supplier and the Buyer shall list the deficiencies in the acceptance protocol, including the manner and the date of their removal (remedy). If the Parties do not reach agreement in the acceptance protocol regarding the date of the removal, the Supplier shall remove the deficiencies within ten (10) working days.

In case of modifications according to the art. 6 hereof such modifications shall be also listed in the acceptance protocol.

## The ownership right to the Object of Purchase shall be transferred to the Buyer upon signature of the verification protocol by both Parties.

# WARRANTY and HIDDEN DEFECT REMOVAL

## The Seller shall provide the warranty for the Object of Purchase a period of 12 months.

## The warranty period shall commence on the date of the signature of the acceptance protocol. However, if the Object of Purchase is taken over with defects or deficiencies, the warranty period shall commence on the date of the removal of the last defect or deficiency by the Seller.

## If the Object of Purchase which contains its own warranty documents then the warranty period shall be the period specified in such documents, unless does not exceed the warranty period stipulated in the Contract.

## The Buyer shall raise a claim for removal of a defect of the Object of Purchase without undue delay after discovering the defect, but not later than on the last day of the warranty period, by means of a written notice sent to the Seller’s authorised representative for technical matters set out herein (hereinafter the „**Warranty Claim**“). An email is considered to be an adequate way to initiate a warranty claim. Warranty Claim sent by the Buyer on the last day of the warranty period shall be deemed to have been made in time.

## In the Warranty Claim the Buyer shall describe the defect and the manner in which the defect is to be removed. The Buyer is entitled to:

* request the removal of defects by substitute delivery, or
* request that the defects are repaired, or
* request an appropriate discount on the Purchase Price.

The choice among the above specified claims shall be made by the Buyer.

## The Seller agrees to remove the defects of the Object of Purchase free of charge.

## Defects must be removed within the period of ten (10) days from the date, on which the Warranty Claim was notified to the Seller, at the latest, unless the Buyer and the Seller agree otherwise.

## The warranty shall not cover defects caused by unprofessional handling, non-compliance with the manufacturers’ rules of operation and maintenance of equipment accepted by the Buyer from the Seller upon handover, or those of which the Seller advised the Buyer in writing. The warranty shall also not apply to defects caused by intentional conduct.

## Parties exclude application of the section 1925 (the sentence behind semi-colon) of the Civil Code.

## Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the confirmation that the defect was removed.

# right of withdrawal

## The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:

#### the Supplier is in delay with the fulfilment of this Contract and such delay lasts more than 4 weeks;

#### the Object of Purchase does not fulfil the requirements stipulated in this Contract, in particular in Annex 1 (*Technical Specification*), and thereby this Contract is deemed substantially breached; or

#### the insolvency proceeding is initiated against the Supplier.

# special provisions

By signing this Contract, the Supplier becomes a person that must cooperate during the finance control within the meaning of Section 2 letter e) of the act no. 320/2001 Coll., on finance control in the public administration, and shall provide to the Directing Body of the Research, Development and Education Operational Program or other control bodies access to all parts of the bid, Contract or other documents that are related to the legal relationship formed by this Contract. This duty also covers documents that are subject to the protection in accordance with other acts (business secrets, secret information, etc.) provided that control bodies fulfil requirements stipulated by these acts.

# Final provisions

## This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.

## All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferable settled by a mutual negotiation. In case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.

## All modifications and supplements of this Contract must be in writing.

## If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract is such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.

## This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.

## Integral part hereto is Annex 1 (*Technical Specification - Requirement Specification Document*). In case of any discrepancy between the provisions of this Contract and the provisions of Annex 1 (*Technical Specification - Requirement Specification Document*)the provisions of this Contract shall prevail.

## This Contract shall be valid on the date of the signature of both Parties.

## This Contract is subject to publication according to Act. No. 340/2015 Coll, On the register of contracts (hereinafter the “Act”). This Contract shall be effective from the date of it´s publication pursuant to this Act.

## **in witness whereof** attach Parties their handwritten signatures:

**Buyer**

|  |
| --- |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: RNDr. Michael Prouza, Ph.D. |
| Position: director  Date: 10.9.2018 |

**Supplier**

|  |
| --- |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: Josef Volf |
| Position: director  Date: 26.7.2018 |
|  |

**Annex 1**

**technical specification**

*.*