

PURCHASE AGREEMENT

for the supply of soil hygrometers

*entered into in the sense of Article 2079 et seq. of Act 89/2012 Coll., the Civil Code, as amended
(hereinafter referred to as the "Civil Code") by and between*

I. Contractual Parties

1.1. Buyer: Czech University of Life Sciences Prague

Registered office: Kamýcká 129, 165 00 Praha – Suchbát
Acting by: Ing. Jakub Kleindienst, Bursar
Bank account: Česká spořitelna, a.s.
Account number: 500022222/0800
Company Reg. No.: 60460709
VAT No.: CZ60460709

(hereinafter referred to as the "Buyer") on the one hand

and

1.2. Seller: Ekotechnika s.r.o.

Registered office: K Třešňovce 700, 252 29 Karlík
Acting by: Ing. Arnošt Mráz CSc., MBA
Bank account: Moneta Money Bank
Account number: 210332150/0600
Company Reg. No.: 25147501
VAT No.: CZ25147501
Registered in the Commercial Register kept Municipal court in Prague,
Section C insert file 53570

(hereinafter referred to as the "Seller") on the other hand

(together hereinafter also referred to as the "Contracting Parties")

on the below-mentioned day, month and year based on the result of a tender procedure for a small-scale public contract entitled "Supply of Soil hygrometers" (hereinafter referred to as the "Agreement")

II. Subject of the Agreement

2.1. The subject of this Agreement is the Seller's obligation to supply the Buyer with soil hygrometers (new, unused, original) including all components, accessories and documents necessary for their proper use (hereinafter referred to as the "Goods") and to provide the Buyer with related services, in particular transport to the place of performance as stated in Article III. herein and the ecological disposal of packaging material and other waste arising from the delivery of the Goods, to the extent and under the conditions specified herein. The

subject of this Agreement is also the obligation of the Seller to transfer the ownership of the Goods duly delivered to the Buyer and accepted by the Buyer. The subject of this Agreement is also the obligation of the Buyer to accept the duly delivered Goods from the Seller and to pay the purchase price to the Seller for the accepted Goods in the manner and within the deadline agreed herein.

- 2.2. The exact specification of the Goods is given in the Attachment to this Agreement, which forms an integral part thereof.

III.

Time and Place of Performance

- 3.1. The Seller shall undertake to hand over the agreed Goods to the Buyer no later than two months after the effective date of the concluded Agreement.
- 3.2. The Goods shall be handed over by the Seller and accepted by the Buyer based on a mutually signed handover protocol, concluded in accordance with the conditions specified herein.
- 3.3. The place of performance shall be the building of the Faculty of Forestry and Wood Sciences, at the Buyer's registered office: Kamýcká 129, 165 00 Prague - Suchbát, the contact person shall be Mgr. David Musiolek, Ph.D., e-mail: musiolek@fd.czu.cz.

IV.

Price and Payment Terms

- 4.1. The purchase price for Goods supplied in accordance with this Agreement and its attachment is determined by agreement of the Contracting Parties.
- 4.2. The Buyer shall undertake to pay the Seller the agreed purchase price **493 708 CZK without VAT**, i.e. **597 387 CZK including VAT** for the Goods pursuant to Article II., herein. VAT shall be added and paid in accordance with the applicable legislation on the date of the taxable supply.
- 4.3. The purchase price is agreed as the highest permissible and shall not be exceeded. The Seller declares that the purchase price includes all fees and other costs associated with the performance of the subject of this Agreement, in particular the cost of transport to the place of performance referred to in Article III., herein, removal and ecological disposal of packaging materials and other waste generated as a result of supply, costs associated with assembly and putting into operation of the Goods, demonstration of the full functionality of the Goods, costs associated with possible removal of defects of the supplied Goods, and warranty service, etc.
- 4.4. The Seller declares that the purchase price also includes any costs of administrative fees, taxes, duties, approval procedures, performance of prescribed tests, provision of declarations of conformity, certificates and attestations, transfer of rights, insurance, and handling fees, etc.
- 4.5. The purchase price shall be paid by the Buyer in Czech Crowns on the basis of a tax document - invoice, by non-cash transfer to the bank account of the Seller. The Seller shall be obliged to issue an invoice within 15 days after the duly and timely delivery and acceptance of the Goods by the Buyer according to this Agreement on the basis of a handover protocol.

- 4.6. The tax document - invoice must contain all the requisites of a proper accounting and tax document in the sense of the relevant legal regulations, in particular Act No. 235/2004 Coll., on value added tax, as amended. Furthermore, the invoice must indicate the project and the operational programme from which the supply is co-financed: "Advanced research supporting the forestry and wood processing sector's adaptation to global change and the 4th industrial revolution" with the Reg. No. CZ.02.1.01/0.0/0.0/16_019/0000803, co-financed by the Operational Programme Research, Development and Education. In the event that the invoice shall not have the appropriate requisites, the Buyer shall be entitled to return it within the due date to the Seller for completion, without being in arrears with the payment. The due date shall begin to run again from the delivery of a duly completed or corrected invoice to the Buyer.
- 4.7. The due date of the invoice shall be at least 30 days from the date of issue. The Seller shall be obliged to deliver the invoice electronically to the e-mail address hajekjiri@fld.czu.cz and projekty_fld@fld.czu.cz within three working days of its issuance. In the event of later delivery, the Buyer shall be entitled to request a reasonable extension of the invoice. Other forms of delivery shall not be considered proper, with the proviso that the Buyer shall not be obliged to pay the invoice delivered in another way.
- 4.8. The payment day is considered to be the day of debiting the invoiced amount from the Buyer's bank account to the Seller's bank account.
- 4.9. Payment of the purchase price or part(s) thereof shall be transferred to the Seller's account published by the tax administrator pursuant to Article 98 of Act No. 235/2004 Coll., on value added tax, as amended, even in the event that the invoice states another bank account. Should the Seller not have a bank account published pursuant to Article 98 of Act No. 235/2004 Coll., on value added tax, as amended, the Buyer shall make the payment to the bank account only after its publication by the tax administrator, without the Buyer being in arrears with payment. The Seller shall immediately notify the Buyer of the publication of the bank account by the tax administrator. This provision shall not apply in the event that the Seller is not obliged to do so pursuant to Act No. 235/2004 Coll., on value added tax, as amended.

V.

Rights and Obligations of the Contracting Parties

- 5.1. The Seller shall be obliged to supply the Goods in the agreed quantity, quality and design. All of the Goods delivered by the Seller to the Buyer pursuant to this Agreement must meet the quality requirements stated in the Agreement and its attachment.
- 5.2. The Seller shall be obliged to supply the Goods to the Buyer without any defects in accordance with the terms of this Agreement, and the due supply of the Goods shall be considered to be its acceptance by the Buyer, based on confirmation of this fact in the handover protocol. The handover protocol may be signed at the earliest when the actual physical supply of Goods by the Seller is made, including all related performances and services agreed to herein, with the exception of warranty service (see also clause 5.3, herein).
- 5.3. The Seller shall be obliged, prior to handing over and accepting the Goods, to remove the packaging materials (and subsequently perform their ecological disposal), assemble the Goods and put the Goods into operation, perform a test operation, demonstrate to the Buyer

the full functionality of the Goods, provide training to the Buyer's operators and provide the documentation to the Buyer necessary for the handing over and use of the Goods (in particular technical documentation, user documentation and warranty cards, all exclusively in Czech or English and according to regulations valid in the Czech Republic, and a user manual in Czech or English).

5.4. The Buyer shall assume ownership of the Goods on the day of their receipt from the Seller based on a handover protocol. Furthermore, the risk of damage to Goods shall also pass to the Buyer.

5.5. The Seller shall be liable to the Buyer for damage or other harm caused by a breach of the obligations stated herein or the obligations following from a generally binding legal regulation.

5.6. The Contracting Parties have agreed and the Seller has determined that the person authorized to act on behalf of the Seller in matters relating to this Agreement and its implementation shall be:

Name and surname: Ing. Arnošt Mráz, CSc., MBA
E-mail: info@ekotechnika.cz
Tel.: +420 251 640 511

5.7. The Contracting Parties have agreed and the Buyer has determined that the person authorized to act on behalf of the Buyer in matters relating to this Agreement and its implementation shall be:

Name and surname: Ing. Martin Prajer, Ph.D.
E-mail: prajer@fld.czu.cz
Tel.: 603 421 914

or

Name and surname: Ing. Martin Čabrada
E-mail: cabrada@fld.czu.cz
Tel.: 601 384 817

5.8. Any and all correspondence, instructions, notices, requests, records and other documents arising based on or in connection with this Agreement between the Contracting Parties shall be in writing in Czech or English and shall be delivered either in person or by registered mail, fax or e-mail to the hands and to the delivery addresses of the authorized persons sated herein.

VI.

Warranty for the Goods

6.1. The Seller shall adopt the warranty for the goods for a period of 24 months. The warranty period shall begin on the day of supply of the Goods to the Buyer, i.e. on the day of signing the handover protocol by the Buyer.

6.2. The Buyer shall be obliged to report any and all warranty defects to the Seller in writing without undue delay. Warranty repairs shall be performed by the Seller free of charge within a maximum of seven working days from the notification of the defect, or the Seller shall agree another time to eliminate the claimed defect with the Buyer. In the event of non-

compliance with this implementation deadline, the Buyer shall also be entitled to have the defects removed by a third party at the expense of the Seller, even without prior notice of the fact.

- 6.3. In the case of repairs made during the warranty period, the warrantee period shall be extended by the time from the notification of the defect by the Buyer to its removal by the Seller, or a third party at the expense of the Seller in the sense of the last sentence of clause 6.2., herein.
- 6.4. Complaints may be submitted no later than the last day of the warranty period, and a complaint sent on the last day of the warranty period shall be considered to have been submitted in time.
- 6.5. The warranty shall not cover defects caused by improper handling or mechanical damage to the Goods, unless these defects were caused by the Seller.
- 6.6. The Buyer shall reserve the right to require the removal of the claimed defects by the supply of replacement Goods in place of defective ones instead of a warranty repair, within the period specified in Article VI. clause 6.2, herein.
- 6.7. In the event of such a defect to the Goods or part(s) thereof, which is irreparable and if the Seller does not have Goods of the same type and quality, the Buyer shall be entitled to partially withdraw from this Agreement, to the extent of the defective performance, and require a refund of the part of the purchase price corresponding to the price of the defective part of the performance.

VII. Contractual Penalties

- 7.1. In the event that the Seller shall not supply the Goods within the period stated herein, it shall undertake to pay the Buyer a contractual penalty of 0.5% of the purchase price for each day of delay.
- 7.2. The Seller shall be obliged to pay the Buyer a contractual penalty to the amount of 0.05% of the purchase price for each day of delay in removing any claimed defects within the period stated in Article VI. clause 6.2, herein.
- 7.3. In the event of the Buyer's delay in paying the invoice, the Seller shall be entitled to claim interest from the Buyer in the amount of 0.05% of the amount due for each day of delay in payment of the invoice.
- 7.4. Circumstances precluding liability shall not affect the obligation to pay a contractual penalty.
- 7.5. The Buyer shall be entitled to unilaterally offset any contractual penalty against any receivables of the Seller against the Buyer (including the receivables of the Seller for payment of the purchase price).
- 7.6. Payment of the contractual penalty shall not affect the Buyer's rights to damages or other damages in full.

VIII.

Validity and Effectiveness of the Agreement

- 8.1.** This Agreement shall enter into force on the date of its signature by the authorized representatives of both Contracting Parties. This Agreement shall become effective after its publication in the register of contracts in accordance with Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and the register of contracts (Act on the Register of Contracts), as amended.
- 8.2.** The Agreement may be terminated by:
- a) written agreement of the Contracting Parties;
 - b) written notice from the Buyer;
 - c) withdrawal from the Agreement.
- 8.3.** The Agreement may be terminated by notice of the Buyer, even without it providing the grounds for the termination. The notice period shall be one month and shall begin on the 1st day of the month following the month in which the Contracting Party received the notice.
- 8.4.** Withdrawal from the Agreement shall only be possible on the grounds specified herein or in the relevant legislation. The Contracting Party affected by a breach of obligation may unilaterally withdraw from this Agreement for a material breach hereof, the following in particular being considered a material breach hereof:
- a) on the part of the Buyer, non-payment of the purchase price stated herein within a period longer than 30 calendar days after the due date of the relevant invoice;
 - b) on the part of the Seller, in the event it does not duly and timely supply the subject of this Agreement and does not arrange a remedy within five working days from the written notice to the Buyer of the non-performance of this Agreement;
 - c) on the part of the Seller, in the event the Seller acts during performance of the Agreement in violation of the provisions stated herein, with the instructions of the authorized representative of the Buyer, or in non-conformity with the valid legislation.
- 8.5.** The Buyer shall be entitled to withdraw from the Agreement in the event that the Seller becomes an unreliable payer of VAT according to the information provided in the register of VAT payers.
- 8.6.** Upon termination of the Agreement, any and all obligations of the Contracting Parties arising from the Agreement shall expire. Termination or expiration of the Agreement shall not mean the expiration of claims for damages or other damages and payment of contractual penalties agreed in the event of a breach of contractual obligations arising before the termination of the Agreement, and the obligations of the Contracting Parties that are to continue pursuant to the Agreement or by its nature, or provided for by the valid legislation.
- 8.7.** The Seller shall assume the risk of changing circumstances pursuant to the Civil Code.

IX.

Final Provisions

- 9.1.** Relations between the Contracting Parties shall be governed by Czech law. In matters not expressly regulated herein, the legal relations arising and resulting from it shall be governed by the relevant provisions of the Civil Code and other generally binding legal regulations.

- 9.2. Any and all changes or additions to the Agreement may be made only with the written agreement of the Contracting Parties. Such an agreement must take the form of dated, numbered addenda to the Agreement signed by both Contracting Parties.
- 9.3. In the event that the grounds for invalidity relate only to a certain provision of the Agreement, only that provision shall be invalid, unless its nature, content or the circumstances in which it was agreed show that it cannot be separated from the remaining content of the Agreement.
- 9.4. The Contracting Parties shall strive to reach an amicable settlement of any and all disputes arising from the Agreement. In the event that an amicable settlement of the dispute will not be reached within 30 working days of its first notification to the other Contracting Party, either Contracting Party shall be entitled to bring its claim before the competent court.
- 9.5. This Agreement is elaborated in 4 (four) counterparts, each will the validity of the original. Each of the Contracting Parties shall receive 2 (two) copies thereof. In the event that the Agreement shall be concluded in electronic form, including its signature, it shall be elaborated in one counterpart only.
- 9.6. An integral part of this Agreement is the attachment prepared by the Seller entitled Technical Specification of the Subject of Performance.
- 9.7. The Seller unconditionally agrees to the publication of the full text of this Agreement so that it can be the subject of information provided in the sense of Act No. 106/1999 Coll., on free access to information, as amended. The Seller also agrees to the publication of the full text of this Agreement pursuant to Article 219 of Act No. 134/2016 Coll., on the award of public contracts, as amended, and Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and on the register of contracts (Act on the Register of Contracts).
- 9.8. The Seller acknowledges and agrees that it is a liable person within the meaning of Article 2(e) of Act No. 320/2001 Coll., on financial control, as amended. The Seller shall be obliged to fulfil the obligations arising for it being a person liable pursuant to the above Act.
- 9.9. The Contracting Parties declare that they have read the Agreement before signing it and agree with its content without reservations. The Agreement is an expression of their true, real, free and serious will. To prove the authenticity and veracity of these declarations, the authorized representatives of the Contracting Parties shall affix their handwritten signatures.

Done in Prague, date

Done in Karlík, date

On behalf of the Buyer:
Czech University of Life Sciences Prague

On behalf of the Seller:
Ekotechnika s.r.o.

.....
Ing. Jakub Kleindienst, Bursar

.....
Ing. Arnošt Mráz CSc, MBA, CEO

Technical Specification

Equipment name: Soil hygrometers

Number of items: 2, including accessories

Equipment application:

Highly accurate and non-invasive measurement of soil moisture in the study of tree responses to climate change, especially drought stress.

General equipment requirements:

Portable equipment for fast, accurate, non-invasive, and repeated manual measurement of soil moisture in small soil volumes (volumes from 500 ml at a soil column height of 160 mm, e.g. in a plant container). Measurement using a humidity probe inserted into tubes permanently located in growing containers. Humidity probe with TDR (Time Domain Reflectometry) technology connected to a display unit in a "hand-held" design with the possibility of storing measured data. Battery power allows measurement and storage at least 1000 records on a single charge. Measurement accuracy of at least 1% vwc (volumetric water content).

Deliverables:

- Delivery of 2 hygrometers for non-invasive and highly accurate soil moisture measurement, including all components, accessories, and documents necessary for their proper use (especially complete technical documentation, including safety and operating documentation in Czech or English, warranty card),
- Transport to the place of operation (the address of the contracting authority is stated in the contract),
- Training the client in use of the equipment and acquaintance with basic functionalities.

Requirements for technical design:

- Miniaturized rod-shaped humidity probe, with TDR (Time Domain Reflectometry) technology;
- Probe diameter: max. 25 mm;
- Length of active part of the probe: max. 160 mm;
- The probe must enable accurate measurement of soil moisture in growing containers with a soil column height of 160 mm or more;
- The probe must be connected to the data display and recording unit using a 2-3 m cable;
- Unit either with a display showing measured values of soil moisture as volumetric water content [%] and battery capacity, or other optional data (date, time, etc.), or without a display with the possibility of connection to an external display device (e.g. mobile phone);
- Possibility of storing at least 1000 measurements in the internal memory of the equipment and subsequent transfer to a PC;
- Rechargeable battery, battery capacity allowing measurement of at least 1000 measurements per charge. A battery charger is included.

Accessories – description and technical design:

Tube for long-term installation in growing containers;

- The material enables measurement of humidity with a humidity probe and is resistant to external influences (temperature -10 °C to +40 °C, humid to dry environment);
- Tube length: 250 mm ± 5 mm,
- Outer diameter of tube: max. 30 mm,
- The inner diameter of the tube adapted to the diameter of the humidity probe so that the probe can be easily inserted into the tube for individual measurements;
- One end of the tube is permanently insulated against the ingress of water from the bottom, the other end provided with a removable rubber cover preventing the ingress of water from the top;
- The mouth of the tube provided with protection against damage (scratching) to the probe during insertion.

Number of tubes: 125 for each soil hygrometer, i.e. a total of 250.



TRIME-ES with Probe T3/22

TRIME-ES with external Tube Access Probe T3/22



7. Technical Data TRIME-ES P2

SENSOR DESIGN

TRIME-ES Measurement Transformer: Aluminium case.

Probe T3/22: PEEK mit 20mm diameter

Cable length: 2 meter in PTFE

POWER SUPPLY

+12V to max. +24V-DC, 3W

Attention: Do not use unstabilized power supplies. Risk of overvoltage !

AMBIENT CONDITIONS

Probe T3/22: -20°C ...+70°C

TRIME-ES Measurement Transformer: -20°C.....+70°C

MEASUREMENT RANGE MOISTURE

The sensor measures from 0% up to the point of material saturation. Measurement ranges up to 90% moisture are possible with a special calibration.

MEASUREMENT RANGE TEMPERATURE

Measurement Range: 0°C ... 70°C

The temperature is only measured inside the TRIME-ES measurement transformer.

MEASUREMENT DATA-PREPROCESSING

MEASUREMENT MODE CA: (Cyclic-Average) For relative short measuring processes with continual average value, filtering and an accuracy of up to 0.1%

MEASUREMENT CF: (Cyclic-Float-Average) For very slow measuring processes with floating average value, filtering and an accuracy of up to 0.1%

MEASUREMENT MODE CS: (Cyclic-Successive) For very short measuring processes without floating average and without filtering with internal up to 100 measurements per second and a cycle time of 200 milliseconds at the analogue output.

Mode CC: (Cyclic Cumulated) with automatic summation of a moisture quantity during one batch process.

Mode CH: (Cyclic Hold) with filtering functions, similar to Mode CC but without summation.

Mode CK: (Cyclic-Kalman-Filter with Boost) Standard setting for SONO-MIX for use in fresh concrete mixer with continual average value with special dynamic Kalman filtering and an accuracy of up to 0.1%.

ANALOGUE OUTPUT

2 x Analogue Outputs 0(4)...20mA

Analogue Output 1: Moisture in % (e.g. 0..20% variably adjustable)

Analogue Output 2: Conductivity (EC-TRIME) 0..20dS/m, or optionally the temperature, or optionally the standard deviation.

In addition, there is the option to split the analogue output 2 into two ranges: into 4..11mA for the temperature and 12..20mA for the conductivity. The analogue output 2 hereby changes over into an adjustable 5 second cycle between these two (current) measurement windows.

The two analogue outputs can be variably aligned with the SONO-CONFIG software. For a 0-10V DC voltage output, a 500R resistor can be installed.

CALIBRATION

The sensor is provided with a universal calibration. A maximum of 15 different calibrations can be stored. For special materials, variable calibrations with polynomials up to the 5th order are possible. A zero point correction can be performed easily with the SONO-CONFIG software.

COMMUNICATION

A RS485 interface enables network operation of the probe, whereby a data bus protocol for the connection of several TRIME probes to the RS485 is implemented by default. The connection of the probe to industrial busses such as Profibus, Ethernet, etc. is possible via optional external modules (available upon request).

MEASUREMENT FIELD EXPANSION

Approximately 50 - 80 mm, depending on material and moisture.

CONNECTOR PLUG

The sensor is equipped with a robust 10-pole MIL flange connector. Ready made connection cables with MIL connectors are available cable lengths of 4m, 10m, or 25 m.

Vysvětlení nabídky k zakázce P21V00000006 - "Supply of soil hygrometers"

Zadavatel požaduje potvrzení o splnění následujících požadavků:

- The probe must be connected to the data display and recording unit using a 2-3 m cable;
- Unit either with a display showing measured values of soil moisture as volumetric water content [%] and battery capacity, or other optional data (date, time, etc.), or without a display with the possibility of connection to an external display device (e.g. mobile phone);
- Possibility of storing at least 1000 measurements in the internal memory of the equipment and subsequent transfer to a PC;
- Rechargeable battery, battery capacity allowing measurement of at least 1000 measurements per charge. A battery charger is included.

Accessories – description and technical design:

Tube for long-term installation in growing containers;

- The material enables measurement of humidity with a humidity probe and is resistant to external influences (temperature -10 °C to +40 °C, humid to dry environment);
- Tube length: 250 mm \pm 5 mm,
- Outer diameter of tube: max. 30 mm,
- The inner diameter of the tube adapted to the diameter of the humidity probe so that the probe can be easily inserted into the tube for individual measurements;
- One end of the tube is permanently insulated against the ingress of water from the bottom, the other end provided with a removable rubber cover preventing the ingress of water from the top;
- The mouth of the tube provided with protection against damage (scratching) to the probe during insertion.

Můžeme potvrdit splnění požadovaných parametrů v naší nabídce. Jedná se o zmíněný senzor, který bude ve spojení s PICO-BT komunikovat s Android zařízením (tak aby byla splněna podmínka ukládání dat a komunikace s PC). Součástí naší nabídky je i 250 kusů TECANAT trubic o délce 25 cm.

V Karlíku dne 27. 1. 2021



Ing. Arnošt Mráz CSc., MBA
jednatel společnosti

Měření pro lepší výsledky