PURCHASE CONTRACT

(hereinafter referred to as "**Contract**")

concluded pursuant to Section 2079 et seq. of the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "**Civil Code**")

1 Parties

1.1 Czech University of Life Sciences Prague

Registered office: Kamýcká 129, 165 00 Prague - Suchdol
Represented by: Ing. Vladimír Albrecht, the Bursar
Organisation ID No.: 60460709
TIN: CZ60460709
(hereinafter referred to as "**Buyer**")

and

1.2 LIMEX-TECHNIK s.r.o.

Registered office: Strmá 1429, 464 01 Frýdlant
Represented by: Mgr. Tomáš Lojek, Executive Director
Organisation ID No.: 64050670
TIN: CZ64050670
filed at regional court in Ústí nad Labem, file ref. no. C 9810

(hereinafter referred to as "**Seller**")

(hereinafter jointly referred to as "**Parties**")

hereby conclude on the basis of the result of the tender procedure for the performance of the public contract titled "**Spectrophotometer**" the following Contract:

2 Subject of the Contract

2.1 The Seller undertakes to deliver to the Buyer the spectrophotometer with all the agreed and common features, parts and accessories as specified in Annex 1 to the Contract, which forms an integral part thereof (hereinafter referred to as "**Goods**") and related services, to the extent and under the terms and conditions set out in the Contract, and to transfer onto the Buyer the ownership title to the Goods. The Seller's obligation also includes the transport of the Goods to the Buyer to the place of performance according to Article 3 hereof, the installation and commissioning of the Goods and training of the operator at the Buyer's site, as well as warranty service, provision of user support, maintenance of the Goods (hereinafter referred to as "**Related Services**"), specified in more detail in the Contract.

2.2 The Parties agree that if, in order to properly perform the subject of the Contract, additional deliveries or works not specified in the Contract will be required, but of which the Seller was or could or should have been aware with respect to the subject of performance, the Seller is obliged

to provide and perform such deliveries and works at its own expense, without being entitled to an increase in the purchase price specified in the Contract.

2.3 The Buyer undertakes to accept the Goods delivered by the Seller and to pay the agreed purchase price for them in the manner and within the time agreed in the Contract.

3 Time and Place of Performance

3.1 The Seller undertakes to deliver the agreed Goods to the Buyer no later than 6 months from the entry into force of the Contract.

3.2 The Goods shall be handed over by the Seller and taken over by the Buyer on the basis of a written, mutually signed handover protocol.

3.3 The place of performance is the building of the Faculty of Forestry and Wood Sciences at the Czech University of Life Sciences in Prague, the FLD Wood Pavilion building, room 221, located at the Buyer's registered office.

4 Price and Payment Terms

4.1 The purchase price for the Goods and Related Services, to the extent agreed in the Contract and on the terms and conditions set forth therein, is determined by agreement of the Parties.

4.2 The Buyer undertakes to pay to the Seller for the Goods and Related Services the agreed purchase price of **CZK 636 296,32 excluding VAT** (hereinafter referred to as "**Purchase Price**"). VAT will be added to the Purchase Price in accordance with applicable legal regulations. If the Seller is not a VAT payer, VAT-related arrangements included in the Contract shall be disregarded.

4.3 The Purchase Price is agreed as the maximum permissible price, including all fees and all other costs associated with the performance of the subject of the Contract, including Related Services, unless otherwise specified in the Contract. The Purchase Price also includes any and all costs of administrative fees, taxes, duties, approval procedures, carrying out prescribed tests, securing declarations of conformity, certificates and attestations, transfer of rights, insurance, transport costs, etc.

4.4 By signing the Contract, the Seller declares that it is fully aware of the scope and nature of the subject of performance and that it has correctly evaluated and set the price of all Related Services and works, the performance of which is necessary for the proper performance of the obligation arising from the Contract, and that in setting the Purchase Price:

a. It duly ascertained the subject of the Contract performance;
b. It examined the local conditions for the performance of the subject of the Contract;

4.5 It took into account all technical and commercial conditions specified in the Contract and its annexes when calculating the Purchase Price. The Buyer shall pay the Purchase Price on the basis of an invoice, in Czech crowns, by wire transfer in the Seller's bank account. The Seller is obliged to issue an invoice within 15 days after the due and timely delivery and acceptance of the Goods by the Buyer according to the Contract on the basis of a written protocol of handover and takeover of the Goods.

4.6 The invoice must meet all the requirements of a proper accounting and tax document within the meaning of the relevant legislation, in particular the Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter referred to as "**VAT Act**"). If the invoice lacks any of the appropriate details, the Buyer shall be entitled to return it to the Seller for completion within the maturity period without getting into default of its payment. The maturity period shall start again on the day the duly completed or corrected invoice is returned to the Buyer. The invoice must also contain the designation of the project from which the Goods and the Related Services are financed. For the purposes of the Contract performance, the project is titled as follows:

"Improvement of premises, instrumentation equipment for teaching and strategic software at CULS Prague", reg. no. CZ.02.02.01/00/23_023/0009070.

4.7 The maturity period of the invoice shall be 30 days from the date of its proven delivery to the Buyer. The invoice shall be delivered by the Seller to the following address: Česká zemědělská univerzita v Praze, Ekonomický odbor, Kamýcká 129, PSČ 165 00, Praha – Suchdol or electronically to markovalenka@fld.czu.cz and projekty_fld@fld.czu.cz. No other delivery shall be considered due, and in such an event, the Buyer shall not become obliged to settle the invoice delivered in such different manner.

4.8 The date of payment shall be deemed to be the date of debiting the invoiced amount from the Buyer's bank account to the Seller's bank account.

4.9 The Purchase Price or a part thereof shall be paid in the Seller's bank account published by the tax administrator in accordance with Section 98 of the VAT Act even if a different bank account is indicated in the invoice. If the Seller does not have a bank account published by the tax administrator in accordance with Section 98 of the VAT Act, the Buyer shall make the payment in the bank account only after has been published by the tax administrator without getting into default of the payment. The Seller shall immediately inform the Buyer of the publishing of the bank account by the tax administrator.

4.10 If, by the time of the taxable performance, the relevant tax administrator publishes information that the Seller is an unreliable VAT payer, the Buyer as the guarantor reserves the right to reduce the Purchase Price including VAT that is to be paid to the Seller by the amount corresponding to VAT. The Buyer shall notify the Seller of this fact. By applying this procedure, the Seller's receivable from the Buyer shall be reduced by the relevant amount of VAT and the Seller waives the right to recover the amount of VAT from the Buyer.

4.11 If the Seller becomes an unreliable VAT payer after the Buyer has paid the Purchase Price, the Buyer is entitled to withdraw from the Contract with effect from the date of delivery of the notice of withdrawal to the Seller. The Parties agree that withdrawal under this provision hereof shall have ex tunc consequences. The Parties are therefore obliged to return to each other everything they have performed under the Contract. This provision shall be without prejudice to the Buyer's entitlement to damages.

5 Rights and Obligations of the Parties

5.1 The Seller is obliged to deliver the Goods in a brand new, fully functional condition, in the quality, agreed quantity and technical design complying with the applicable European Union regulations and with the requirements set forth in the Czech legislation, harmonized Czech technical standards and other CSNs applicable to the Goods and the Contract.

5.2 The Seller shall deliver the Goods without defects so that the Buyer can use and operate the Goods without any difficulties and in compliance with the applicable legal regulations and the terms and conditions hereof, whereas the due delivery of the Goods shall be confirmed in the written handover protocol. The handover protocol may not be signed before the Seller carries out a complete delivery of the Goods including related performance and Related Services as agreed by the Contract.

5.3 The Seller is obliged to hand over to the Buyer documents necessary for the acceptance and use of the Goods (in particular technical documentation, user documentation and warranty certificates) and to train the operator. All of them exclusively in the Czech language and according to the regulations in force in the Czech Republic, unless otherwise agreed. The Seller shall be obliged to ensure transport to the place of performance, assembly at the place of performance and verification of the functionality of the Goods at its own expense.

5.4 The Buyer shall acquire the ownership title to the Goods and all its parts and accessories by taking over the Goods from the Seller in accordance with clause 2 of this Article. In addition, the liability for damage to the Goods shall pass onto the Buyer at the same time, too.

5.5 The Seller is obliged to immediately notify the Buyer of any threat to the time of performance and of all facts that may make performance under the Contract impossible.

5.6 In the case of delivery of Goods intended for the operation of technical or similar equipment of the Buyer, the Seller is obliged to legibly and visibly mark on the packaging of the Goods the name of the technical or similar equipment for which the Goods are intended, as well as the technical properties of the Goods (in particular the expiry date, technical parameters according to the relevant standards or methodology, etc.).

5.7 The Seller must be able to demonstrate to the Buyer that it has duly entered into a valid support agreement with the manufacturer of the Goods so that in the event of a defect in the Goods which the Seller is unable to resolve itself, the defect can be resolved directly with the manufacturer of the Goods. At the same time, the Seller is obliged to provide access to the documentation of the manufacturer of the Goods and the knowledge database provided by the manufacturer as part of its support (including documentation in the Czech language, if available) for the entire duration of the warranty.

5.8 The Seller shall be held liable for damage incurred by the Buyer or by third parties as a result of a breach of the Seller's declarations or obligations under the Contract or as a result of a breach of legal regulations or standards.

5.9 The Seller is obliged to familiarize itself with all information, documents, data and other documents (hereinafter jointly referred to as "**Information**") that are part of the Contract or have been provided to it by the Buyer in connection with the Contract. If any Information supplied by the Buyer is demonstrably insufficient to the extent that could affect the proper delivery of the Goods, it is the Seller's obligation to make sure the missing Information is provided or the Information is clarified. If the Information provided by the Buyer is demonstrably essential for the delivery of the Goods, it is always the Seller's responsibility to verify the information as a precaution. The Buyer undertakes to provide the Seller with necessary cooperation in accordance with its operational capacities. The Seller shall not be entitled to any additional payment or extension of the delivery date of the Goods due to any misinterpretation of any Information relating to the performance under the Contract.

5.10 The Parties agree and the Seller has determined that the following person is authorized to act on behalf of the Seller in matters relating to the Contract and its implementation:

Name: Mgr. Tomáš Lojek
E-mail limex@limex-technik.cz
tel: +420 608 973 631

5.11 The Parties agree and the Buyer has determined that the following person is authorized to act on behalf of the Buyer in matters relating to the Contract and its implementation:

Name: Ing. Martin Prajer, Ph.D.
E-mail prajer@fld.czu.cz
tel: +420 603 421 914

and

Name: Ing. Kateřina Hájková, Ph.D.
E-mail hajkovakaterina@fld.czu.cz
tel: +420 604 451 139

5.12 All correspondence, instructions, notices, requests, records and other documents produced under the Contract between the Parties or in connection therewith shall be drawn up in writing in the Czech language and shall be delivered either personally, by registered mail or by e-mail, for the attention and to delivery addresses of the authorized persons as per the Contract.

5.13 The Seller is obliged to follow the Do Not Significantly Damage (hereinafter referred to as "**DNSH**") principles in accordance with the terms and conditions of the project from which the subject of the Agreement is financed, and is obliged to provide the Buyer with full cooperation, including the submission of all documents, certificates or other similar relevant documents to the subsidy provider.

5.14 By signing this Contract, the Seller confirms and declares the absence of any conflict of interest in accordance with Section 4b of the Act No. 159/2006 Coll, on Conflict of Interest, as amended (hereinafter referred to as "**Conflict of Interest Act")**, and that (i) it is not a company in which a public official referred to in Section 2(1)(c) of the Conflict of Interest Act (a member of the government or head of another central administrative authority not headed by a member of the government), or a person controlled by them, owns a share representing at least 25% of the shareholder's interest; and that (ii) no subcontractor is a company in which a public official referred to in Section 2(1)(c) of the Conflict of Interest Act (a member of the government or head of another central administrative authority not headed by a member of the government) , or a person controlled by them owns a share representing at least 25% of the shareholder's interest in the company. The Seller undertakes to inform the Buyer immediately in writing of any change concerning the above declarations of the absence of a conflict of interest. A breach of this obligation shall be considered a material breach of the Contract; in such an event, the Buyer shall be entitled to charge to the Seller a contractual penalty amounting to 25% of the Purchase Price. Payment of the contractual penalty shall be without prejudice to the Buyer's entitlement to full damages and the Buyer's entitlement to terminate this Contract by delivering a written notice of withdrawal from the Contract to the Seller, taking effect on the day of the delivery of the notice of withdrawal to the Seller.

5.15 By signing this Contract, the Seller confirms and declares, for the purpose of meeting the requirements for the protection of EU financial interests within the meaning of Article 22 of Regulation (EU) No 2021/241 of the European Parliament and of the Council, and in particular for the purpose of avoiding the risk of conflict of interest, that it and its stakeholders are excluded from conflicts of interest within the meaning of Article 61 of Regulation No 2018/1046 of the European Parliament and of the Council (EU, Euratom) of 18 July 2018 laying down financial rules for the general budget of the Union (Financial Regulation) and Commission Communication No. 2021/C 121/01 Guidelines on the prevention and management of conflicts of interest under the Financial Regulation, within the meaning of Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC, in relation to the stakeholders, i.e. the Buyer and its employees and the entities concerned of the NRP, known to the Seller as of the date of signing this contract. The Seller undertakes to inform the Buyer immediately in writing of any change concerning the above declarations of the absence of a conflict of interest. A breach of this obligation shall be considered a material breach of the Contract; in such an event, the Buyer shall be entitled to charge to the Seller a contractual penalty amounting to 25% of the Purchase Price. Payment of the contractual penalty shall be without prejudice to the Buyer's entitlement to full damages and to the Buyer's entitlement to terminate this Contract by delivering a written notice of

withdrawal from the Contract to the Seller, taking effect on the day of the delivery of the notice of withdrawal to the Seller.

5.16 By signing this Contract, the Sellerdeclares that it is aware of the obligations falling on obliged persons under the Act No. 253/2008 Coll., on Certain Measures against the Legalisation of Proceeds of Crime, as amended (hereinafter referred to as "**AML ACT**"), and confirms that it is not a politically exposed person within the meaning of Section 4(5) of the AML Act and that the Czech Republic does not apply international sanctions against it under the Act No. 69/2006 Coll., on the Implementation of International Sanctions, as amended. The Seller declares that the provisions of the previous sentence shall apply to all its subcontractors, too. The Seller undertakes to inform the Buyer in writing and without undue delay of any change concerning the above declarations. A breach of this obligation shall be considered a material breach of the Contract; in such an event, the Buyer shall be entitled to charge to the Seller a contractual penalty amounting to 25% of the Purchase Price. Payment of the contractual penalty shall be without prejudice to the Buyer's entitlement to full damages and the Buyer's entitlement to terminate this Contract by delivering a written notice of withdrawal from the Contract to the Seller, taking effect on the day of the delivery of the notice of withdrawal to the Seller.

5.17 By signing the Contract, the Seller declares that it meets the conditions of EU Council Sanctions Regulation 2022/576 amending the previous Regulation on restrictive measures taken in view of Russia's activities destabilising the situation in Ukraine, i.e. that it is not:

a. A Russian national, natural person or legal entity, establishment or body established in Russia;

b. A legal entity, establishment or body which is more than 50 % owned, directly or indirectly, by one of the entities referred to under clause (a); or

c. A supplier acting on behalf or at the direction of any of the entities referred to under clauses (a) or (b).

The Seller declares that the above conditions according to EU Council Regulation No. 2022/576 are met by (i) subcontractors; and (ii) suppliers or entities whose competence is used within the meaning of the Act No. 134/2016 Coll., on public procurement, as amended. The Seller undertakes to inform the Buyer in writing and without undue delay of any change concerning the above declarations. A breach of this obligation shall be considered a material breach of the Contract; in such an event, the Buyer shall be entitled to charge to the Seller a contractual penalty amounting to 25% of the Purchase Price. Payment of the contractual penalty shall be without prejudice to the Buyer's entitlement to full damages and the Buyer's entitlement to terminate this Contract by delivering a written notice of withdrawal from the Contract to the Seller, taking effect on the day of the delivery of the notice of withdrawal to the Seller.

6 Warranty and Rights of Defective Performance

6.1 For the period of 24 months , the Seller provides full warranty for the Goods and all their parts and accessories (hereinafter also referred to as "**Warranty Period**"). The warranty period begins on the date of proper delivery of the Goods to the Buyer, i.e. on the date of signing of the written handover protocol of takeover of the defect-free Goods by the Buyer.

6.2 During the Warranty Period, the Seller is obliged to remove any defects that occur in the Goods free of charge, including free delivery and replacement of all spare parts and components and, where applicable, free validation and calibration of the Goods (or its relevant parts), routine or safety technical inspections and other service tasks and activities in accordance with the relevant legislation, applicable standards and the operational needs of the Buyer. The Seller further undertakes to provide the Buyer, during the Warranty Period, with necessary user support and

consultancy in the removal of defects, problems or malfunctions that occur in the Goods, including the form of phone or e-mail consultations. The warranty also includes the performance of mandatory safety and technical inspections, electrical inspections and other inspections if determined for the Goods or their individual parts and accessories by legal regulations or other, especially technical standards.

6.3 The Seller undertakes to remove defects within the Warranty Period within30 days of the moment the Buyer reports the defect unless a longer period of time is agreed by the Parties in writing. If the Seller fails to comply with these implementation deadlines, the Buyer shall be entitled to have the defects removed by a third party at the Seller's expense, even without prior notice.

6.4 In the event of rights arising from defective performance, the Buyer shall have the right, at its option, to (i) have the defect in the Goods removed by means of delivery of replacement or missing parts of the Goods; (ii) have the defect removed by means of repairing the Goods; or (iii) require an appropriate discount on the Purchase Price. The choice between the claims referred to in the previous clause is always to be made by the Buyer, regardless of their order and the running of time limits according to the applicable provisions of the Civil Code.

6.5 The rights arising from defective performance shall be claimed by the Buyer in a due and timely manner if the Buyer notifies the Seller of them by the end of the Warranty Period in the electronic form to the e-mail address limex@limex-technik.cz or to the Seller's address indicated in Clause 1.2 hereof. In its notification of the right from defective performance (complaint), the Buyer shall describe the defect or how the defect manifests itself, and indicate the manner in which it requires the defect to be removed in compliance with Clause 6.4 hereof.

6.6 If, in order to satisfy its rights from defective performance under the Contract, the Buyer requires an appropriate discount on the Purchase Price and unless the Parties agree on a reasonable amount of discount on the Purchase Price without undue delay, the Buyer has the right to withdraw from the Contract, unless the Buyer and the Seller simultaneously agree on a different method of removing the defect.

6.7 In the event of a dispute between the Parties regarding the length of the time limit "without undue delay", the Buyer's standpoint shall always prevail.

6.8 If the Goods are repaired in the Warranty Period, the Warranty Period shall be extended by the time from the notification of the defect by the Buyer until its due removal by the Seller.

6.9 The Parties expressly agree that in the event of delivery of new Goods or a part thereof in exchange for defective Goods or a part thereof in accordance with the provisions of this Article, the Warranty Period shall be extended by 12 months and the Buyer shall retain all rights under this Contract and the Civil Code in respect of defective performance.

6.10 If the Seller does not acknowledge the defect, it will be obliged to remove the defect within the time limit specified in Clause 6.3 hereof, unless the Parties agree otherwise, in which case the legitimacy of the claim will be verified by means of an expert opinion arranged by the Buyer. If the expert considers the complaint legitimate, the Seller shall be obliged to reimburse to the expert or the Buyer for the costs of the expert opinion. If it is proven that the Buyer's complaint is illegitimate, the Buyer shall be obliged to reimburse the Seller for the costs that the Seller purposefully and demonstrably expended in respect of the defect removal.

7 Warranty and Post-Warranty Service

7.1 During the Warranty Period, the Seller is obliged to carry out at least once a year a service inspection of the Goods (or more frequently according to any manufacturing specification of individual parts of the Goods and all its components), during which it shall perform basic service

operations, i.e. in particular: visual inspection and cleaning of the equipment, routine maintenance of the equipment, checking and testing of basic parameters of functional units, checking of normal functions of the system, including delivery of necessary materials and spare parts, without any additional payment beyond the agreed Purchase Price.

7.2 For a minimum of 3 years from the date of expiry of the last day of the Warranty Period ,the Seller shall be obliged to provide, at the Buyer's request, the post-warranty service for a fee, while the Seller is obliged to provide other services related to the use and, in particular, to the maintenance of the equipment in proper and functional condition.

8 Copyright

8.1 The protection of copyright is governed by the current wording of Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright, and on Amendments to Certain Acts (the Copyright Act), as amended, and by all international treaties on the protection of intellectual property rights, which are part of the Czech legal system, and by the relevant provisions of Act No. 40/2009 Coll., the Criminal Code, Amended.

8.2 By this Contract, the Seller provides the Buyer with a license to all ways of using the Goods under the Contract or its part, as a copyrighted work within the meaning of the above-quoted Copyright Act, to an unlimited extent, including the right to modify the copyrighted work without limitation, even through another entity of the Buyer's choice (the possibility to grant a sublicense). The buyer (licensee) is not obliged to use the license. The fee for the provision of a license under this Agreement is included in the Purchase Price. For the purpose of removing any doubts, a copyrighted work for the purposes of the Contract means any unique result or results of the Seller's creative activity that the Seller will perform on the basis of the Contract and that will be expressed in an objectively perceivable form, including electronic form. The Seller provides the Buyer with a license for the duration of the Seller's economic rights to the copyrighted work.

8.3 The Seller agrees that the Buyer (licensee) is entitled to modify or change the copyrighted work or its part or its name, or to combine or include it in a collective, collective work, but always in such a way that does not reduce the value of the copyrighted work. The Buyer (licensee) is thus entitled to use the copyrighted work for all purposes other than those specified in the Contract.

9 Sanction Provisions

9.1 If the Seller fails to deliver the Goods in accordance with the Contract, the Seller undertakes to pay to the Buyer a contractual penalty of 0.1% of the Purchase Price for each day of the delay.

9.2 The Seller is obliged to pay to the Buyer the contractual penalty of 0.05% of the Purchase Price for each, even a partial day of the delay to remove the defects claimed by the Buyer and arrears of work identified during the handover procedure in the time limit set by the Contract.

9.3 If the Buyer is in default of payment of the invoice, the Seller shall be entitled to claim from the Buyer late interest amounting to 0.05% of the outstanding amount for each, even a partial day of the default of payment of the invoice.

9.4 The Seller is obliged to pay to the Buyer a contractual penalty of 0.05% of the Purchase Price for each, even a partial day of delay to remove defects claimed by the Buyer and arrears of work in the Warranty Period under this Contract.

9.5 Circumstances excluding liability shall be without prejudice to the obligation to pay the contractual penalty under the Contract.

9.6 The Buyer shall be entitled to unilaterally set off any contractual penalty against any receivable of the Seller from the Buyer, including a receivable of the Seller for payment of the Purchase Price.

9.7 The payment of the contractual penalty shall be without prejudice to the Buyer's right to full damages.

10 Legal Force and Effect of the Contract

10.1 This Contract shall come into force and take effect on the date it is signed by the authorized representatives of both Parties. If the Contract is subject to the obligation to be published in the register of contracts in accordance with the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and the Register of Contracts (the Register of Contracts Act), as amended, it shall take effect on the day of its publishing in the register of contracts.

10.2 The Contract can be terminated:

a) By written agreement of the Parties;

b) By written notice of termination;

c) By withdrawing from the Contract.

10.3 The Contract may be terminated by notice by either Party, even without giving a reason. The notice period shall be 1 month and shall start on the first day of the month following the month during which the Party received the notice of termination and end on the last day of that month.

10.4 It is only possible to withdraw from the Contract for the reasons set out in the Contract or by law. The Party affected by a breach of the obligation may unilaterally withdraw from the Contract due to a material breach of the Contract; material breach of the Contract includes, in particular:

a) The Buyer's failure to pay the Purchase Price under the Contract within a period of time longer than 30 days after the due date of the relevant invoice, where the Buyer fails to remedy the breach in an additional period of 15 days from the delivery of the written call to the Buyer by the Seller;

b) The Seller's failure to deliver the Goods under the Contract in a due and timely manner, where the Seller fails to remedy the breach within 5 working days from the written warning by the Buyer about that fact;

c) The Seller's failure to proceed, in the performance of the Contract, in compliance with the provisions of the Contract, the instructions of the Buyer's authorized representative or the applicable legal regulations.

10.5 The Buyer shall be entitled to withdraw from the Contract if the Seller becomes an unreliable VAT payer according to the data in the register of VAT payers.

10.6 All the obligations of the Parties under the Contract shall cease to exist upon the Contract effect termination. The expiry or termination of the Contract shall not extinguish any claims for damages and payment of contractual penalties agreed for breach of contractual obligations arising before the expiry of the Contract, and those obligations of the Parties which, under the Contract or by their nature, are to survive the Contract termination, or which are provided for by law.

11 Final Provisions

11.1 The relations between the Parties shall be governed by Czech law. In matters not expressly covered by the Contract, legal relations arising and resulting from it shall be governed by the relevant provisions of the Civil Code and other generally binding legal regulations.

11.2 Any amendments or additions to the Contract may be made only by written agreement of the Parties. Such agreements shall be drawn up in the form of dated, numbered and signed amendments to the Contract by both Parties.

11.3 The Seller assumes the liability for a change in circumstances within the meaning of Sections 1765(2) and 2620(2) of the Civil Code.

11.4 If the ground of invalidity applies only to a provision of the Contract, only that provision shall be considered invalid unless it is clear from its nature, content or the circumstances in which it was agreed that it cannot be separated from the rest of the Contract.

11.5 The Parties shall at all times endeavour to resolve any disputes arising from the Contract out of court. The Parties agree that any litigation shall be settled in the court having local jurisdiction at the Buyer's registered office.

11.6 The Contract is concluded in electronic form. If this Contract is concluded in paper form, it shall be drawn up in three counterparts with the validity of the original, with the Seller receiving one and the Buyer two of them.

11.7 The following annexes form an integral part of this Contract:

a) Annex 1 - Specification of the Goods.

11.8 The Seller unconditionally agrees to the publication of the full text of the Contract so that the Contract can be the subject of information provided in accordance with the Act No. 106/1999 Coll., on free access to information, as amended. The Seller also agrees to publish the full text of the Contract in accordance with the Act No. 340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (the Register of Contracts Act), as amended.

11.9 The Seller acknowledges and agrees that it is an obligated person within the meaning of Section 2(e) of the Act No. 320/2001 Coll., on financial control, as amended. The Seller is obliged to fulfil the obligations arising for it as the obligated person from the aforementioned act.

11.10 The Parties declare that they have read the Contract before signing it and agree to its contents without reservation. The Contract is an expression of their true, genuine, free and serious will. In witness of the true and genuine nature of these declarations, the authorized representatives of the Parties append their signatures below.

Given in Prague, dated	Given in Frýdlant dated
On behalf of the Buyer:	On behalf of the Seller:
Ing. Vladimír Albrecht Digitálně podepsal Ing. Vladimír Albrecht Datum: 2026.06.12 14:33:21 +02'00'	Mgr. Tomáš Lojek Digitálně podepsal Mgr. Tomáš Lojek Datum: 2026.06.08 15:29:17 +02'00'
.....	.....
Ing. Vladimír Albrecht	Mgr. Tomáš Lojek
the Bursar	Executive Director

Annex No. 4 – Technical specification

Instrument name: Spectrophotometer

Intended use:
Device for measuring optical properties of samples with a maximum thickness of 3 cm. Intended primarily for use by students of Wood Engineering.

General instrument requirements:

- Dual-beam spectrophotometer
- Measurement geometry: diffuse illumination and 0° viewing angle, in accordance with ISO 2469
- Illumination source: pulsed xenon lamp filtered to D65
- Spectral analyzer: SPX analyzer with dual 256-diode array and holographic grating
- Minimum wavelength range: 360 nm to 700 nm
- Minimum reporting interval: 10 nm
- Minimum photometric range: 0 to 200%
- Minimum photometric resolution: 0.003%
- Repeatability: at least 20 readings on a white tile using dual flash (CIELAB) (1) – max. 0.02 CIELab*
- Inter-instrument agreement: reflectance measurement (CIELAB) (1, 2 and 3) – 0.4 CIELab* (maximum, without black tiles), 0.25 CIELab* (average)
- Infrared sensor accuracy: minimum ±0.9 °F / ±0.5 °C
- Optics: 3-position automatic zoom lens
- Aperture detection
- Automatic UV control: automatic UV calibration for measurement of fluorescent samples with UV filters at minimum wavelengths of 395 nm, 420 nm, and 460 nm
- Remote measurement trigger button
- Sample positioning preview camera
- Vertical mounting configuration
- Operating conditions: temperature range: minimum 5 °C to 40 °C, relative humidity: minimum 5% to 85%, non-condensing

Technical design requirements:

- Power supply requirements: 230 V AC, 50/60 Hz, 80 VA
- Data interfaces: USB 2.0 / Ethernet / USB-C / HDMI

Accessories – description and technical specification:

- High-performance spectrophotometer ensuring evaluation of whiteness, brightness, opacity, diffuse reflectance factors, yellowness, and color in laboratory or production environments.

Datacolor® Elrepho 1000

Trusted performance for the paper and calcium carbonate industry

For color and quality control experts in the paper and pulp and supporting industries, the Datacolor Elrepho 1000 solution ensures acceptability of whiteness, brightness, opacity, diffuse reflectance factors, yellowness, and color in production and lab environments. The Datacolor Elrepho 1000 is a high-performance d/0 spectrophotometer ensuring quality and consistency. The Datacolor Elrepho 1000 offers dust protection, camera for sample alignment, sample temperature for production monitoring and allows for predictive maintenance.

Benefits of Elrepho 1000:

- Designed to standards specific to the paper and pulp industry and specialty mineral applications:
  - Conform to ISO 2469: true dual beam spectrophotometer with diffuse/0º optical geometry, pulsed xenon light source approximating D65 and 34mm XLAV aperture plate.
  - ISO brightness calibration according IR3 standards within +/-0.1 R457 target value
  - ISO R457 brightness 20 measurements repeatability variation with +/- 0.2 tolerance on samples <140 CIE Whiteness
  - When combined with Datacolor Tools quality control software, it supports measurement procedures for the paper industry as defined by ISO, DIN, SCAN and TAPPI Standards.
- Easy operation, faster measurements and higher throughput with the vertical configuration and LCD screen for exact sample positioning.
- Confidence in instrument performance with improved dust protection, remote diagnostics and predictive maintenance capabilities.
- No need to remeasure standards with seamless backward compatibility with previous Elrepho spectrophotometers.

Datacolor ELREPHO

Datacolor Elrepho 1000 uses a USB or Ethernet connection to interface with USB connections to interface with the Datacolor Tools quality control software. It supports measurement procedures for the paper industry as defined by ISO, DIN, SCAN and TAPPI Standards.

What you get:

- Power Cable
- Connector cable
- Black trap
- White tile
- Green tile
- Fluorescent tile
- White Tile Calibration data on USB Memory Stick

Aperture Plates:

- Extra-Large Area View (XLAV)
- Small Area View (SAV)
- Ultra Small Area View (USAV)

Feature	Description
Instrument Type	Dual-beam spectrophotometer
Measurement Geometry	Diffuse illumination, 0º viewing in conformance with ISO 2469
Illumination Source	Pulsed xenon filtered to approximate D65
Sphere Diameter	152 mm / 6.0 in
Spectral Analyzer	SPX analyzer with dual 256 diode array and high-resolution holographic grating
Wavelength Range	360 nm to 700 nm
Reporting Interval	10 nm
Photometric Range	0 to 200%
Photometric Resolution	0.003%
20 Read Repeatability On The White Tile Using Dual Flash (CIELAB)(1)	0.02 CIEL*a*b* (max)
Inter-instrument agreement: reflectance measurements (CIELAB)	0.40 (max excluding black tile) CIEL*a*b* 0.25 (avg) CIEL*a*b*
Sample Temperature	XLAV Aperture 34 mm illuminated and 30 mm measured
IR Sensor Accuracy	±0.9°F/ ±0.5°C

Feature	Description
Lens	3 position, auto zoom
Aperture detection	Yes
Automated UV Control	Yes
UV cutoff filters	395nm, 420nm, 460nm
XLAV Aperture plate	34 mm illuminated and 30 mm measured
LAV Aperture (Optional - sold separately)	30mm illuminanted and 26 mm measured
SAV Aperture plate	9 mm illuminated and 5 mm measured
USAV Aperture plate	6.5 mm illuminated and 2.5 mm measured
Remote Measurement Button	Yes
Sample Positioning Camera	Yes
Functional Operating Environment (2)	Temperature: 23°C +/- 1°C RH 50% +/-15%
Vertical Mount	Yes

Physical Specifications	Description
Color Display	3.5 inch RGB LCD
Display Resolution	320 x 240 pixel resolution
Weight	54.5 lbs (24.7 kg)
Dimensions	25.0” (63.5 cm) Height 12.2” (39.9 cm) Width 16.3” (41.4 cm) Depth
Power Requirements	100 - 240 VAC, Frequency 50/60 Hz, Power Rating: 80 VA
Data Interface	USB 2.0 / Ethernet

(1) Environmental Conditions: Temperature 23°C +/- 1°C RH 50% +/- 15%
(2) For reliable color measurements, conditions must be within recommended operating conditions.
(3) Color equation is CIELab, Specular Excluded, LAV, Measured on 12 BCRA Tiles

For more information, please visit www.datacolor.com

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