

PURCHASE CONTRACT

(hereinafter referred to as the "Contract")
made in compliance with Act. 2079 and subsequent Act No. 89/2012 Sb., the Civil Code, as amended
(hereinafter referred to as the "Civil Code")

I.

Contracting Parties

- 1.1. Buyer:** **Česká zemědělská univerzita v Praze**
(in English: Czech University of Life Sciences Prague)
Registered Office: Kamýcká 129, 165 00 Praha – Suchbátka
Acting through: Ing. Karel Půbal, Ph.D., bursar
Registration Number: 60460709
VAT ID: CZ60460709
(hereinafter referred to as the "Buyer") on the first side

and

- 1.2. Seller**
Registered Office:
Acting through:
Registration Number:
VAT ID:
Bankers:
Account Number:
(hereinafter referred to as the "Seller") on the second side

(Seller and Buyer referred to also as the „Contracting Parties“ or separately as the „Contracting Party“)

On the basis of the tender result for the project of „Eddy covariance“, implemented on the basis of public contract pursuant to Act no 134/2016 Coll., on Public Procurement, as amended, the Parties hereby execute the following public contract in the below wording:

II.

Subject-matter of the Contract

- 2.1.** The Seller agrees to supply the Buyer Eddy covariance (hereinafter referred to as "the Goods") and provide related Services, to the extent and under the terms and conditions set out in this Contract, and to transfer ownership of such Goods to the Buyer. Precise specification of the Goods is given in Appendix 1 to this Contract, which forms its integral part. It is also the Seller's obligation to transport the Goods to the Buyer to the place of supply, as per Article III. of this Contract, its installation on site, putting it to service and training of the Buyer's operators in the use of the Goods.
- 2.2.** The Buyer commits to take delivery of the Goods supplied by the Seller and pay the agreed purchase price for it in a manner and within the time frame stipulated by this Contract.

III.
Time and location of delivery

- 3.1.** The Seller commits to deliver the agreed Goods to the Buyer in time frame 60 days since signing of this Contract.
- 3.2.** The Goods will be delivered by the Seller and accepted by the Buyer on the basis of a mutually signed handover Protocol.
- 3.3.** Place of delivery is MCEV Faculty of Environmental Sciences, Czech University of Life Sciences, Kamýcká 1176, 165 00 Praha, Czech Republic, where Goods will be tested and then transported to the place of installation is University centre for livestock production, Amálie farm, Ruda 27101 (50 km from University). The Seller shall ensure both the delivery of the Goods to the test site and its transport to the installation site at his expense.

IV.
Price and payment terms

- 4.1.** Purchase price for the Goods to the extent agreed upon in this Contract and under terms and conditions specified therein is set by agreement of Contracting parties.
- 4.2.** The Buyer undertakes to pay the Seller for the Goods according to Article 2.1 of the Contract the agreed purchase price of ,- EUR less VAT. VAT will be added to the purchase price according to applicable legislative regulations.
- 4.3.** The purchase price is negotiated as the highest allowable, inclusive of all fees and other costs associated with the performance of this Contract. The price includes transportation, installation, putting the Goods into service and provision of necessary training of assigned Buyer's staff. The purchase price includes incidental administrative fees, taxes, duties, expenditures for approval procedures, executions of required tests, approval statements, certificates and attests, transfers of rights, insurance, transportation, etc.
- 4.4.** The purchase price will be paid by the Buyer in EUR on the basis of provided tax receipt – invoice, by means of wire transfer to the Seller's bank account. The Seller is obliged to issue the invoice within 15 days of proper and timely delivery and receipt of the Goods by the Buyer, according to this Contract based on the delivery Protocol.
- 4.5.** The price will be paid in EUR.
- 4.6.** The tax receipt – invoice must contain all particulars of a proper accounting and tax document in sense of relevant legislative requirements, in particular, Act. No. 235/2004 Sb., on value-added tax, as amended. In the event that the invoice does not meet all requirements, the Buyer is entitled to return it to the Seller within the payment due term for completion thereby not incurring delay in maturity date. The payment due date starts to run afresh from the date of re-delivery of duly completed or corrected invoice to the Buyer. The invoice must contain: "Partly financed within project „SWAMP - Responsible water management in built-up areas in relation to the surrounding landscape reg. number. CZ.02.1.01/0.0/0.0/16_026/0008403“ which is co-financed by means of the European Fund for Regional Development within the framework of the Operational Program Research, Development and Education .
- 4.7.** The invoice maturity term is 30 days from the date of its demonstrable delivery to the Buyer. The Seller is obliged to deliver the invoice to: Czech University of Life Sciences in Prague, Faculty of Environmental Sciences, Kamýcká 129, Postal Code 165 00, Prague - Suchbát. Different delivery will not be considered proper with the Buyer not obliged to pay the invoice delivered in another way.

- 4.8. The payment date is considered the day the invoiced amount is debited from the Buyer's bank account and credited to the Seller's bank account.
- 4.9. The payment of the price or its part shall be transferred to the bank account of the Contractor published by the tax administrator pursuant to § 98 of Act no 235/2004 Coll., on the Value Added Tax, as amended, if this liability is applicable to it, even if the bank account number specified in the invoice is different. If the Contractor has no published bank account pursuant to § 98 of Act no 235/2004 Coll., on the Value Added Tax, as amended, published by the tax administrator, then the Client shall effect the payment to the bank account after its publication by the tax administrator, without getting into any delay in the invoice payment. Publication of the bank account number by the tax administrator shall be notified by the Contractor to the Client without delay. This provision shall not apply if the Contractor is not liable to publish its bank account pursuant to Act no 235/2004 Coll., on the Value Added Tax, as amended.
- 4.10. If at the moment of the taxable supply the competent tax administrator publishes information that the Contractor is an unreliable taxpayer the Client as the guarantor hereby reserves the right to reduce the amount paid out to the Contractor as the purchase price of the supply by the relevant amount of V.A.T. and notify the Contractor accordingly in advance. By application of this procedure the Contractor's claim towards the Client shall be reduced by the relevant amount of V.A.T. and the Contractor shall not be entitled to request the V.A.T. amount payment from the Client or enforce it in any manner.

V.

Rights and obligations of parties

- 5.1. The Seller is obliged to supply the Goods in agreed quantity, quality and make. All Goods supplied to the Buyer by the Seller must meet quality requirements according to this Contract.
- 5.2. The Seller is obliged to supply the Goods with no defects in accordance with terms of this Contract, while proper delivery of the Goods is considered its receipt by the Buyer based on verification of this fact in the delivery and acceptance Protocol. The delivery Protocol can be signed at the earliest at the time of complete delivery of the Goods by the Seller including associated operations and services set in this Contract.
- 5.3. The Seller is obliged to supply the Buyer with documents needed for acceptance and use of the Goods (in particular technical documentation, user documentation, and warranty certificates) and provide training of operators. All this in English in accordance with regulations valid in the Czech Republic, unless otherwise agreed. The Seller is obliged to provide transportation, assembly, and verification of Goods functionality at its own expense.
- 5.4. The Buyer acquires ownership of the Goods on the date of taking delivery of the Goods from the Seller. The risk of damage to the Goods is assumed by the Buyer at the same point in time.
- 5.5. The Seller is obliged to immediately notify the Buyer of the potential threat to the delivery schedule and all facts that may prevent the delivery.
- 5.6. The Seller must be able to demonstrate to the Buyer that he has properly concluded a valid support agreement with the manufacturer of the Goods in such a way, that in case of Goods with defects which the Seller cannot solve by himself, it is possible to solve the defects directly with the manufacturer of the Goods. Concurrently, the Seller is obliged to ensure access to the manufacturer's product documentation and knowledge database throughout the warranty period, as provided by the manufacturer as part of the warranty support.
- 5.7. The Seller is liable to the Buyer for damage caused by breach of obligations under this Contract or obligations set out by generally binding legal regulation.

5.8. The parties have agreed and the Seller has determined, that the person authorized to act on behalf of the Seller in matters related to this Contract and its implementation is:

Name: [REDACTED]

email: [REDACTED]

phone: [REDACTED]

5.9. The parties have agreed and the Buyer has determined, that the person authorized to act on behalf of the Buyer in matters related to this Contract and its implementation is:

Name: Mgr. Michal Brož

email: brozmichal@fzp.czu.cz

phone: +420 606 135 073

5.10. All correspondence, instructions, notices, requests, records, and other documents created on the basis of this Contract among Contracting parties to this Contract, or in relation to it, shall be in produced in written form and delivered either in person or by registered mail, fax or e-mail, directly and to the delivery addresses of authorized persons under this Contract.

VI. Quality guarantee

6.1. The Seller assumes a quality guarantee for the period of 24 months (on-site warranty). The warranty period starts on the date of delivery of the Goods to the Buyer; i.e., on the date of signing of delivery and acceptance of the Goods by the Buyer.

6.2. The Buyer is required to notify the Seller, in writing, of warranty defects, without delay. Warranty repairs will be made by the Seller, free of charge, within 20 business days, at a maximum, starting from the next day after receipt of a written notice of defect, unless the Seller and the Buyer negotiate a different time period to remove the claimed defect. In the event of failure to comply with these delivery deadlines, the Buyer is further entitled to have the defects removed by a third party at the expense of the Seller, even without prior notice.

6.3. Repairs made by the Seller in accordance with Article 6.2. also contains obligation of sending spare parts necessary for the repairs. Deadline for the spare parts delivery remains as stated in Article 6.2. Notified warranty defect must be fixed within the 20 business days period regardless incomplete shipment or spare parts replacement inefficiency.

6.4. In case of repair within the warranty period, it is extended by the time passed from notification of the defect by the Buyer until its removal by the Seller.

6.5. Claims can be submitted no later than the last day of the warranty period while even claims filed on the last day of the warranty period are deemed to have been claimed on time.

6.6. The warranty does not cover defects caused by improper handling or mechanical damage to the device.

6.7. Instead of warranty service, the Buyer may request removal of the defect by supplying replacement Goods as a substitute for defective Goods within the time period specified in Article 6.2. of this Contract.

VII.
Penalty arrangements

- 7.1. If the Seller does not deliver the Goods within the term of this Contract, he is bound to pay the Buyer a contractual penalty of 0.05 % of the purchase price for each, an even partial day of the delay.
- 7.2. The Seller is bound to pay the Buyer a contractual penalty of 0.05 % of the purchase price for each commenced day of delay in the removal of defects claimed of within the time limit according to Article 6.2. of this Contract.
- 7.3. In the event of delayed invoice payment by the Buyer, the Seller is entitled to claim interest on late payment of 0.05 % of the due amount for each, an even partial day of invoice payment delay from the Buyer.
- 7.4. Circumstances that exclude liability do not affect the obligation to pay a contractual penalty.
- 7.5. The Buyer is entitled to unilaterally offset any contractual penalty against any claim of the Seller against the Buyer (including the Seller's claim to pay the purchase price).
- 7.6. Payment of contractual penalty does not affect the Buyer's right to full compensation for damage.

VIII.
Validity and effectiveness of the Contract

- 8.1. This Contract shall enter into force on the date of signing of the Contract by authorized representatives of both Contracting Parties and effective on the date of publication of the Contract in the Register of Contracts in accordance with Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such Contracts and register of contracts (the Law on Register of Contracts), as amended.
- 8.2. The Contract can be terminated:
 - a) by written consent of Contracting Parties,
 - b) written termination notice,
- 8.3. Withdrawal from the Contract is possible only for reasons set out in the Contract or by law. Contracting Party affected by a breach of duty may unilaterally withdraw from the Contract when a substantial breach of Contract is considered primarily:
 - a) on the Buyer's side, failure to pay the purchase price under this Contract within 30 days of the due date of the relevant invoice,
 - b) on the Seller's side, failure to properly deliver the subject matter of this Contract in a timely manner,
 - c) on the Seller's side, proceeding in the delivery of the Contract is contrary to provisions of this Contract, instructions of the authorized representative of the Buyer or legislative regulations.
- 8.4. Termination of the Contract shall terminate all contractual obligations of the Contracting Parties. Conclusion of Contract validity or its termination shall not result in dismissal of claims for damages and payment of contractual penalties determined in the event of breach of contractual obligations incurred prior to the termination of the Contract and obligations of Contracting Parties which, by virtue of the Contract or by virtue of their nature, should remain in effect, or those, stipulated by law.

IX.
Final provisions

- 9.1. Relationships between the Contracting Parties are governed by the Czech legislative framework. Matters not specifically addressed by this Contract, contractually formed and resulting legal relationships are governed by relevant provisions of the Civil Code and other generally binding legislative regulations.
- 9.2. Any changes or amendments to the Contract can be made only on the basis of a written agreement of Contracting Parties. Such agreements must take the form of dated and numbered Contract amendments signed by both Contracting Parties to the Contract.
- 9.3. If the grounds for invalidity apply only to select provisions of the Contract, only the specific provision is invalid, unless it is apparent from its nature, content or circumstances under which it has been set, that it can not be separated from the remaining content of the Contract.
- 9.4. Contracting parties will always seek friendly settlement of potential disputes arising from the Contract. If no amicable settlement of a dispute has been reached within 30 working days from the delivery of its first notification to the opposite Contracting Party, either Contracting Party is entitled to bring its claim to relevant court in Czech Republic.
- 9.5. This contract is made and signed in electronic form.
- 9.6. The following Appendices form an integral part of this Contract:
a) Appendix 1 - Specification of Contract performance.
- 9.7. The Seller unreservedly agrees to the publishing of the full text of the Contract in such a way that this Contract could be information provided according to terms of Act No. 106/1999 Coll., on free access to information, as amended. The Seller also agrees to publish of the full version of the Contract pursuant to Section 219 of Act No. 134/2016 Coll., on public procurement, as amended, and Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such Contracts and register of contracts (the Law on Register of Contracts), as amended.
- 9.8. The Seller acknowledges and agrees to be the person obliged under terms of Section 2 e) of Act No. 320/2001 Coll., on financial control, as amended. The Seller is required to fulfil his obligations resulting from the aforementioned Act as applied to persons bound by this Act.
- 9.9. Contracting Parties declare that they have read the Contract prior to signing and agree with its contents without reservation. The Contract represents their true, real, free and serious will. To verify authenticity and veracity of these statements, authorized representatives of the Contracting Parties attach their handwritten signatures.

In Prague, on

In [redacted] on.....

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

On behalf of the Seller:
[redacted]

.....
Ing. Karel Půbal, Ph.D.
bursar

.....
[redacted]