

## Purchase Agreement No. 81117-18-03

### "Purchase of equipment –complete mini chamber system for aquatic respirometry"

entered into pursuant to Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code") between the Contracting Parties, which are:

**Institute of Vertebrate Biology, Academy of Sciences of Czech Republic , v.v.i. (IVB)**

with its registered seat: Květná 170/8, 603 65 Brno

Business ID No.: 68081766

Tax ID. No.: CZ68081766

represented by: Assoc. Prof. Marcel Honza, Dr.

Person authorised to act in relation to contract matters, but not authorised to sign: Pavla Bučková, head of Administration Office, [buckova@ivb.cz](mailto:buckova@ivb.cz)

(hereinafter the "**Buyer**")

and

with its registered seat:

Business ID No.:

VAT ID. No.:

represented by: .....

registration:

e-mail:

Contact person:

(hereinafter the "**Seller**")

#### I. Subject of Agreement

- 1) The Subject of this Agreement is the Seller's obligation to deliver goods to the Buyer, and to transfer the ownership right to the goods to the buyer as well as the Buyer's obligation to accept the goods and pay the agreed price for them under the terms agreed herein between the parties.

#### II. Goods and price

- 2) For the purposes of this Agreement, goods are understood as **complete mini chamber system for aquatic respirometry** with accordance quotation Nr..... The goods are further specified in Annex No. 1 hereto.
- 3) The price of the goods has been agreed upon as the maximum acceptable price and is final (except in cases when after this Agreement is signed, VAT rates are changed) and includes all of the Seller's costs that are essential for fulfilment of its contractual obligations, particularly costs for transport of goods and payment of any required administrative or customs fees.

**Price of goods:**

Total without VAT:

VAT % : 0

Total with VAT:

#### III. Other fulfilment conditions, fulfilment place and deadline

- 1) The Seller shall fulfil its obligation to deliver the goods including all related documentation (particularly the operating manual), The parties shall issue documentation of the delivery of the goods, which shall be signed by authorised representatives of both parties (hereinafter the "**protocol**"). For IVB is authorized person: Dr. Lumir Gvozdik, [gvozdik@brno.cas.cz](mailto:gvozdik@brno.cas.cz).

- 2) The location for fulfilment (delivery of goods) is : IVB, External research facility Studenec, Studenec 122, 675 02 Koněšín
- 3) Seller is required to deliver the goods within 60 days after entering into this Agreement.
- 4) The applicant bears in mind that it is an entity required to participate in financial audits pursuant to Section 2 letter e) of Act No. 320/2001 Coll., on financial audits in public administration, as amended.
- 5) The applicant pledges to allow all entities authorised to perform auditing off he project, from whose resources the delivery is paid for, to check the documentation related to the fulfilment of the order for the period stipulated by Czech legislation for their archiving (Act No. 89/2012 Coll., on accounting, as amended, and Act No. 235/2004 Coll., on VAT, as amended).

#### **IV. Payment conditions**

- 1) The Buyer pledges to pay the Seller the price for the goods according to Article II hereof based on an invoice issued for tax purposes by the Seller after the delivery of the goods (see Article III paragraph 1 hereof), and the Seller shall become entitled to issue invoices on the date when both parties sign the protocol.
- 2) Invoices shall be due within 30 days after their delivery to the Buyer. Each invoice shall be paid by wire transfer to the Seller's bank account specified on the invoice. The Buyer shall not provide advances.
- 3) Each invoice must contain the details required by law for a tax document, or otherwise the Buyer shall be entitled to return the invoice to the Seller for correction and may do so any time prior to the due date. In such case, the new period allowed for payment of the invoice shall begin running as of the date when the corrected invoice is delivered to the Buyer.
- 4) In case of any doubts, it shall be understood that the invoice was paid on the date when the corresponding amount was transferred from the Buyer's account to the Seller's account specified on the invoice.

#### **V. Liability and warranty**

- 1) The Seller shall be liable for any defects that the goods have at the time of their delivery and within the provided warranty for defects discovered during the warranty period. The Seller represents and warrants that the goods will be delivered as new and that no de facto or legal defects apply to them (particularly rights of third parties).
- 2) The Seller shall provide the Buyer a guarantee that for the duration of the warranty period the goods will have the properties defined herein and required by relevant legislation and standards and/or usual properties and that they will be fully usable for the agreed purpose and/or a usual purpose (hereinafter the "**warranty**").
- 3) The warranty period shall begin running when both parties sign the protocol and shall last 24 months. The length of the warranty period shall be extended automatically by the number of days that have passed since a defect was reported until its elimination.
- 4) The warranty does not apply to damage to goods caused by the Buyer's unprofessional intervention or improper use or to damage caused by third parties and force majeure events.
- 5) The parties have agreed that the Buyer shall be entitled to submit complaints regarding defects at any time during the warranty period, regardless of when the Buyer discovers. The Buyer shall send each complaint in writing to the address of the Seller's registered seat via a data message in accordance with relevant legislation or by e-mail to the e-mail address specified above; the sending method shall be at the Buyer's discretion. The complaint shall contain a description of the defect, including how it occurs.

- 6) The Seller is required to react to a warranty-covered defect reported in a complaint within 14 days and to perform servicing within 48 hours following the delivery of the complaint and is required to eliminate the reported defect (unless the parties agree otherwise) as soon as possible based on the nature of the defect; for exclusion of any doubts, the parties shall agree on the exact length of the period for elimination of the defect. The parties shall draw up a record of the elimination of each defect.
- 7) For performance of warranty repairs, the Seller shall not be entitled to any reimbursement of related costs.
- 8) The parties have also agreed that defects in goods to which the warranty does not apply must be eliminated by the Seller at the Buyer's request within a reasonable period and under standard price terms.

#### **VI. Sanctions**

- 1) If the Buyer is delayed with the payment of the purchase price for the goods, the Buyer shall be required to pay the Seller default interest in the amount set by law.
- 2) If the Seller is delayed with the delivery of the goods by the agreed deadline, the Seller shall be required to pay the Buyer a contractual penalty in the amount of GBP 20,00 for each counted day of delay.
- 3) If the Seller is delayed with elimination of a reported defect and does not fulfil the deadline specified in Article V paragraph 5) hereof, the Seller shall be required to pay the Buyer a contractual penalty in the amount of GBP 20,00 for each counted day of delay.
- 4) Each imposed contractual penalty shall be due within 15 days following delivery of a written bill to the obliged party.
- 5) The arrangements regarding contractual penalties shall have no effect on entitlement to reimbursement of damages or their application and enforcement.

#### **VII. Final provisions**

- 1) The parties have agreed that this Agreement shall be governed by the Civil Code. Any of the parties' rights and obligations stemming from this Agreement that are not expressly defined herein shall be governed by the laws of the Czech Republic, particularly the Civil Code, with exclusion of potential contradictory standards.
- 2) This Agreement may be changed or added to only in the form of written and numbered contractual amendments identified as such and signed by authorised representatives of both parties.
- 3) This Agreement shall become valid and effective on the day when it is signed by authorised representatives of both parties.
- 4) Should any of the provisions hereof be found to be or become unlawful, invalid or unenforceable in any way, such situation shall not affect the lawfulness and enforceability of the other provisions. The parties hereby agree to replace any such unlawful, invalid or unenforceable provisions with new provisions that correspond as closely as possible to the purpose of the replaced provisions.
- 5) This Agreement has been produced in 2 counterparts, one for each party.
- 6) The following annexes are an inseparable part of this Agreement:
  - a. Annex No. 1 – Quotation Nr..... from ..... with technical specifications of the subject of purchase.
  - b. Terms and Conditions of Seller

If this agreement will be contain contradictory arrangements , Terms and Conditions of the Seller are of a greater legal significance (legally superior)

In Brno on: 19th May 2014

In (to be completed by applicant) on:

For the Buyer:

For the Seller:

.....  
Assoc. Prof. Marcel Honza, Dr.  
Director  
Institute of Vertebrate Biology, Czech  
Academy of Sciences, v.v.i.

.....

