



**PURCHASE CONTRACT** č. 092/0VZ/PJ/2015

**I. CONTRACTING PARTIES:**

**BUYER:** **PALACKÝ UNIVERSITY IN OLOMOUC**  
Office: Křižkovského 8, 771 47 Olomouc  
Rector: prof. Mgr. Jaroslav Miller, M.A., Ph.D.  
Person authorized to act  
in technical matters: Ing. Radoslav Koprna, Ph.D.  
Ident. no.: 61989592  
Tax Ident. no.: CZ61989592  
Bank contact: Komerční banka, a.s. Branch in Olomouc, Czech Republic  
Account no.: 19-1096330227/0100

(hereinafter referred to as "Buyer")

and

**SELLER:** **Haldrup GmbH**  
Office: **Justus-von-Liebig-Str. 3 D – 74532 Ilshofen**  
Registration in Companies Register: **Stuttgart**  
Statutory body: **GmbH**  
Person authorized to act  
in contractual matters: **Bernd Kettemann**  
  
Person authorized to act  
in technical matters: **Anna Sprinzl**  
Ident. no.: **HRB 571514**  
Tax Ident. no.: **DE216412479**

Bank contact: **Sparkasse Schwäbisch Hall . Crailsheim**  
Account no.: **BLZ 622 500 30, Konto Nr. 14247**

(hereinafter referred to as "Seller")

are closing on the bellow stated day, month and year according to provision of Section 2079 of the Act no. 89/2012 Coll., Civil Code, as amended this purchase contract (hereinafter referred to as "Contract").

The Buyer and the Seller enter into this Contract due to the fact that the Seller's bid for delivery of the subject of performance hereof has been selected by the Buyer as the best bid in the tender called „SEED MACHINE FOR FIELD TRIALS“ prior to entering into this Contract.

**II. Subject of the fulfillment**

1. The Seller undertakes, under this contract, to deliver to the Buyer the Seed Machine **HALDRUP SB-25**, together with all the accessories (hereinafter referred to as the "Goods") and the

technical specifications mentioned in the Seller's offer dated **02.04.2015**, that is an integral part of this contract as its Annex No. 1. The seller is not entitled to deliver goods in larger quantity as stated in § 2093 Civil Code. Both parties to this contract agreed that the application of provision § 2099(2) Civil Code be excluded and thus will not apply.

2. The Seller hereby undertakes to surrender the Goods specified in Annex no. 1 to this Contract to the Buyer and allow him to acquire title to it, provide the initial training to the staff in the place of delivery, provide the warranty service under the conditions stipulated by this contract.

3. The Buyer agrees to take over the Goods and pay the seller the purchase price in the way and on the day agreed in this Contract.

4. The Seller declares pursuant to Section 2103 Civil Code, that the Goods is without any faults or defects.

5. The Goods shall be fully functional without any additional costs or expenditures necessary to be paid by the Buyer.

### **III. Term and place of delivery**

1. The Seller undertakes to deliver the goods to the place of delivery within two months from the date of signing the purchase contract by both parties.

2. Place of delivery: Faculty of Science of UP in Olomouc, Centre of teh Region Haná for Biotechnological and Agricultural Research, Department of Chemical Biology and Genetics Šlechtitelů 11, 783 71 Olomouc – Holic, Czech Republic. Person authorised to take over the delivery on the basis of a handover protocol: Ing. Radoslav Koprna, Ph.D. or a person authorised by him to take over the goods.

3. Both parties agreed, that Section 2129 and Section 2127 Civil Code on self-help sale will be excluded and thus shall not be applicable in the case of delay in take-over of the Goods by the Buyer.

### **IV. Purchase price**

1. The purchase price is set by an agreement of the contracting parties under Act 526/1990 Coll., on Prices, as amended. The Buyer undertakes to pay to the Seller for the goods supplied under this contract the purchase price of **EUR 19.394,40** without VAT.

2. The purchase price covers all the costs related to the supply of the goods (in particular the transport to the place of delivery, insurance, customs duties, fees, licence fees and copyrights, arranging for training) as well as profit of the seller connected with the delivery.

3. The purchase price is set as a fixed price, the highest acceptable and maximal, covering all the costs related to the supply of the goods.

### **V. Payment terms**

1. The payment for the supply will be made on the basis of a due tax document (invoice) containing all relevant particulars, within a maturity date of 30 days following the day of its delivery to the Buyer. The invoice will be issued by the Seller not sooner than after delivery of the goods, delivering the documents required by law, relevant documentation and instruction to use, staff-training in the place of installation. The document on a due fulfillment of obligations by the Seller specified in the preceding sentence is a dated handover protocol signed by authorized persons of both contracting parties.

2. The invoice issued by the Seller must include all tax document prerequisites in accordance with Act No. 235/2004 Coll. on value added tax as amended and the prerequisites of a commercial deed pursuant to Section 435 of the Civil Code as well as identification of the contract, on the basis of which the fulfilment has been provided. The Seller shall affix the invoice with the stamp and signature of the person authorised to issue the invoice and with the project name and registration number, including number of this Contract.



3. If the invoice issued by the Seller does not contain any of the obligatory particulars or if the Seller incorrectly invoices the price or the VAT, the Buyer is entitled to return such invoice to the Seller before the expiration of its maturity date for the correction, stating the reason of its returning. The Seller shall correct it by issuing a new invoice. The initial maturity date stops running on the day of sending the incorrect invoice to the Seller and a new maturity day starts running on the day of the delivery a new invoice to the Buyer.

4. The contracting parties agree that the obligation to pay the purchase price is fulfilled on the day when the given sum is sent from the Buyer's account to the Seller's account given above in this contract.

5. The Seller declares, that he takes the risk of *Clausula rebus sic standibus* pursuant to Section 1765(2) of the Civil Code and Section 1765(1) and Section 1766 of the Civil Code is excluded and thus inapplicable.

## **VI. The Seller's responsibility for defects**

1. The Seller provides to the Buyer a warranty for the quality of the Goods according to § 2113 and follow. Civil Code within the period of 12 months since the day of signing the protocol according to article V(1) of this contract. The warranty period starts running on the day of putting the device into a full operation documented by the signature of the handover protocol by both contracting parties.

2. Seller guarantees warranty as well as post-warranty service, promptness of service in the warranty period free of charge within 10 workdays following the day of reporting the defect, unless agreed otherwise in a written form by persons authorized by the contracting parties in technical matters. During the guaranty period, the respective defects shall be removed within 30 calendar days at the latest after the day of the start of the defect removal unless otherwise agreed in writing by persons authorized by contracting parties for technical matters. The seller is obliged to provide repairs in the place of delivery. Shall that be technically impossible, the seller shall take over the device in order to repair it after signing a written record stating suggested procedure agreed by the person authorised to act in technical matters for the contracting person. The contracting parties have agreed that § 2110 Civil Code shall not apply. The buyer is entitled to withdraw from the contract for the defects or to require the delivery of new goods irrespective of the fact that the goods might be returned to the seller or possibly return the goods in the quality as it was received by the buyer.

3. If any defects are found during the guaranty period, the Buyer is entitled to inform the Seller in a demonstrable way about the defects. The defects announced to the Seller during the guaranty period shall be removed by the Seller free of charge. VII. Contractual penalty

## **VII. Affirmation of commitment**

1. In the case of Seller's delay with delivery of any part of the Goods according to the period stated in the section III.(1) of this Contract, the Buyer will be entitled to a contractual penalty amounting 50,- EUR without VAT for each started day of the delay with its delivery.

2. The seller undertakes to pay to the buyer contractual penalty amounting to 10,- EUR without VAT for each starting day after the lapse of time for repair in the warranty period in compliance with this contract for each particular case.

3. The parties have agreed that arranging the contractual penalty pursuant to this Section does not affect the right of the Buyer for the compensation of the damages arisen from the breach of the duty strengthened in VI(1) of this Contract. That means that contractual parties have agreed on exclusion of application of Section 2050 Civil Code.

4. The maturity date of the charged contractual penalties is 30 days from the day of delivery of their written statement to the given contracting party and the day of payment means the day of debiting the contractual penalty from the account of the given contracting party to the account mentioned in the statement of the contractual penalty.

5. The Buyer is entitled to include the contractual penalties in the Seller's claim of the purchase price according to § 1982 and follow. Civil Code.

### VIII. Final provisions

1. The Buyer reserves the right to publish the contents of the concluded Purchase Contract.

2. The contracting parties expressly agreed that all the rights and obligations under this contract, as well as the rights and obligations arising from this contract, will be settled in accordance with the appropriate provisions of the code no. 89/2012 Coll., Civil Code and the law of the Czech Republic.

3. The provisions of this contract are separable. If any part of an obligation under this contract is or becomes invalid or non-enforceable, this shall not affect the validity and the enforcement of other obligations under this contract and the contracting parties undertake to replace such invalid or non-enforceable part of obligation with a new, valid and enforceable part of the obligation, the subject of which will correspond at the best to the subject of the original obligation. If the contract does not contain a provision which would be justifiable for the determination of the rights and obligations, the contracting parties will make all the efforts to implement such provision in the contract.

4. The contracting parties may modify or complete this contract only in the form of written amendments numbered in the increasing order, expressly declared as amendments to this contract and signed by the authorized representatives of the contracting parties.

5. The Buyer is entitled in accordance with § 2001 Civil Code to withdraw from this contract for its substantial breach by the Seller; the substantial breach means:

- the delay of the contractually determined term of delivery of the subject of the contract by more than 20 days,
- a failure to observe the technical specifications of the goods mentioned in the Seller's offer.
- delay of the seller in repairing and removing the defects by more than 10 days.

The withdrawal from the contract shall be made in a written form and becomes effective on the day of the delivery of the written notice to the other contracting party.

6. The Seller is not entitled to cede his rights and obligations under this contract to a third person without the Buyer's approval.

7. This Purchase Contract becomes effective on the day of its signature by both contracting parties.

8. This Purchase Contract is made in five copies considered as originals, signed by the authorized representatives of the contracting parties; the Buyer will obtain three copies and the Seller will obtain two copies.

9. The following Annexes form an integral part of this Purchase Contract:  
Annex 1 – Seller's offer **A18258 dated 02.04.2015**

In Olomouc, on .....<sup>28.4.</sup>.....2015

UNIVERZITA PALACKÉHO v OLOMOUCI  
rektorát  
Křížkovského 8, 771 47 Olomouc

prof. Mgr. Jaroslav Miller, M.A., Ph.D.  
rector

In Ilshofen, on  
02.04.2015

  
Bernd Kettemann  
Managing Partner



HALDRUP GmbH

Justus-von-Liebig Str. 3  
74532 Ilshofen  
Tel.: 07904 94 39 98-0  
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HALDRUP – Justus-von-Liebig-Str. 3 – D-74532 Ilshofen

Palacký University in Olomouc  
Paní Petra Jungová  
Křížkovského 8  
CZ 771 47 Olomouc

## Order confirmation

Number K29090 HALDRUP SB-25-SEED MACHINE FOR FIELD TRIALS  
Date 21.04.2015 Your reference 172/PJ/0VZ/2015  
Contact Anna Sprinzl Customer no 11202  
estimated dispatch date 11.06.2015

This order confirmation is based on our quotation no A18258 from 02.04.2015

Delivery address  
Faculty of Science of UP in Olomouc  
Department of Chemical Biology and  
Genetics  
Pán Ing. Radoslav Koprna  
Slechtitelu 11  
CZ 783 71 Olomouc

Billing address  
Palacký University in Olomouc  
Paní Petra Jungová  
Křížkovského 8  
CZ 771 47 Olomouc

Vážená paní Jungová,

Thank you very much for your trust and confidence.  
We hereby confirm your order of the following items:

Pos	Product/service	Quantity	Unit	Price EUR	per	Total EUR
01	SB25-910-0010 TECHNICAL DETAILS Required technical parameters	1	.			

Detailed specification of the seed machine:

- 3-point attachment for tractor - Pos. 10
- Double side wheel, possibility of width varied from 1,25 to 1,80 m - Pos. 10
- Belt cone for seed with variable number of rows - distribution head for 4, 9 and 12 rows - Pos. 80, 90 and 100
- Mechanical seed drive with length of sowing from 1,5 to 20 m, mechanical powered from sowing machine wheels - Pos. 20
- Slope equalizer with manual operation - Pos. 30
- Possibility to sow species as poppy, rapeseed, cereals and pulses - Pos. 40, 50 and 60
- Belt-cone sowing system - Pos. 70
- Electric seed head distributor for distribution seed for single rows - Pos. 110

HALDRUP  
HALDRUP GmbH

Handelsregister / Commercial Register:  
Stuttgart HRB 571514

USt-Id.Nr. / VAT No.:  
DE216412479

Gerichtsstand / Jurisdiction:  
Schwäbisch Hall

Geschäftsführer / Managing Director:  
Andreas Hesserthaler, Bernd Kettemann

Justus-von-Liebig-Str. 3 D-74532 Ilshofen  
t +49 7904 943 998-0 f +49 7904 943 998-640  
www.haldrup.net – info@haldrup.net

Sparkasse Schwäbisch Hall – Crailsheim – BLZ 622 500 30, Konto Nr. 14247 – IBAN: DE72 6225 0030 0000 0142 47 – SWIFT/BIC: SOLA DE 51SHA  
VR Bank Schwäbisch Hall – Crailsheim eG – BLZ 622 901 10, Konto Nr. 2630 001 – IBAN: DE12 6229 0110 0002 6300 01 – SWIFT/BIC: GENODES1SHA

HALDRUP GmbH  
Order confirmation no K29090

Pos	Product/service	Quantity	Unit	Price EUR	per	Total EUR
	- Passive sowing shoe coulter with depth control and additional wide wheel behind shoe coulter - Pos. 130, 140, 150 and 160					
	- Possibility for use covering tine after all rows - Pos. 170 and 180					

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 Order confirmation no K29090

Pos	Product/service	Quantity	Unit	Price EUR	per	Total EUR
10	SB25-100-0010 BASIC MACHINE 3-POINT ATTACHMENT HALDRUP SB-25	1	pcs	6.850,00	1	6.850,00

Description:  
 HALDRUP SB-25 belt cone seeder designed for seeding of trial plots.

Function:  
 Base frame with user platform for mounting of various components, such as coulters, belt cone, spreader for fertilizer and granulate.

Construction:  
 Combi frame for 3-point-hitch mounting, double sided wheel drive, stepless adjustment of track width from 1.25 to 2.0 m, support feet for secure parking of uncoupled machine, user platform.  
 All width-dependent parts have been screwed in order to facilitate modifications.

Wheels: 5.00-15 with tractor pattern

Material and surface:  
 Frame: steel, partially pulverized coating - green RAL 6010, respectively yellow chromated

Dimensions:  
 L x W x H: from approx. 1,900 x 1,800 x 1,800 mm

Weight  
 approx. 450 kg

20	SB25-110-0010 MECHANICAL SEED DRIVE	1	pcs	3.020,00	1	3.020,00
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Description:  
 Stepless mechanical seed drive for exact setting of the plot length.

Function:  
 The plot length is adjustable from 1.5 to 25.5 m. Repeatability of adjustment scale is approx. 1%.

Construction:  
 Housing, stepless mechanical drive, scale with adjustment wheel

Material and surface:  
 Housing: steel with pulverized coating - green RAL 6010

30	SB25-120-0010 MANUAL SLOPE EQUALIZER	1	pcs	1.080,00	1	1.080,00
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Description:  
 Manually adjustable slope equalizer for belt cone and rotating distributor.

Function:  
 Slope equalizer suspension, manually adjustable in longitudinal and lateral axes.

40 SB25-130-0010

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Pos	Product/service	Quantity	Unit	Price EUR	per	Total EUR
	FILLING FUNNEL 26 mm POPPY, RAPESEED	1	pcs	192,00	1	192,00
	Description: Filling funnel for belt cone and central distributor					
	Function: Suitable for dosage of quantities from 10 cm <sup>3</sup> to 125 cm <sup>3</sup>					
50	SB25-130-0020 FILLING FUNNEL 50 mm CEREALS	1	pcs	190,00	1	190,00
	Description: Filling funnel for belt cone and central distributor					
	Function: Suitable for dosage of quantities from 70 cm <sup>3</sup> to 465 cm <sup>3</sup>					
60	SB25-130-0030 FILLING FUNNEL 72 mm PULSES	1	pcs	172,00	1	172,00
	Description: Filling funnel for belt cone and central distributor					
	Function: Suitable for dosage of quantities from 180 cm <sup>3</sup> to 1,000 cm <sup>3</sup>					
70	SB25-140-0010 BELT CONE 290 mm	1	pcs	3.440,00	1	3.440,00
	Description: Belt cone for continuous dosage of seeds over the entire plot length					
	Function: During one rotation of the belt cone, the entire amount of seeds will be distributed equally among the sowing coulters.					
	Construction: Diameter of belt cone: 290 mm, parts which are in contact with seeds are made from stainless steel, durable plastic band, electrical lifting of filling funnel, cover for belt cone (protection against wind and rain).					



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Pos	Product/service	Quantity	Unit	Price EUR	per	Total EUR
80	SB25-150-0004 DISTRIBUTION HEAD FOR 4 ROWS	1	pcs	302,00	1	302,00
Description: Distribution head for 4 seed rows, made from stainless steel.  Function: Distribution head for belt cone or central distributor. Distribution of seeds to individual seed rows. The diameter of the outlet is 38 mm.  Material and surface: stainless steel						
90	SB25-150-0009 DISTRIBUTION HEAD FOR 9 ROWS	1	pcs	353,00	1	353,00
Description: Distribution head for 9 seed rows, made from stainless steel.  Function: Distribution head for belt cone or central distributor. Distribution of seeds to individual seed rows. The diameter of the outlet is 38 mm.  Material and surface: stainless steel						
100	SB25-150-0012 DISTRIBUTION HEAD FOR 12 ROWS	1	pcs	396,00	1	396,00
Description: Distribution head for 12 seed rows, made from stainless steel.  Function: Distribution head for belt cone or central distributor. Distribution of seeds to individual seed rows. The diameter of the outlet is 38 mm.  Material and surface: stainless steel						
110	SB25-150-0100 STANDARD ROTATING DISTRIBUTOR	1	pcs	578,00	1	578,00
Description: Rotating distributor made of non-corroding stainless steel for mounting on distribution head.  Function: The rotating distributor distributes the grains among the outlets of the separate distribution head (transversal seeding). Drive by 12 volts electric motor.  Material and surface: Rotating distributor: stainless steel						
120	SB25-160-0010					

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Pos	Product/service	Quantity	Unit	Price EUR	per	Total EUR
	SEED TUBE, STAINLESS STEEL	12	pcs	108,00	1	1.296,00
	Description: Seed tube from outlet of distribution head to sowing coulter.					
	Material and surface: stainless Steel					
130	SB25-170-0410 AMAZONE COULTER SUPPORT BAR	1	pcs	878,00	1	878,00
	Description: Coulter support bar for mounting of Amazone shoe coulter or Amazone RoTeC disc coulter.					
	Construction: Coulter support tube, central coulter pressure adjustment					
	Material and surface: Coulter support bar: yellow chromated					
140	SB25-180-0430 AMAZONE SUFFOLK COULTER, SHORT	6	pcs	143,00	1	858,00
	Description: Suffolk shoe coulter suitable for conventional plough seeding or for fields where only little straw prevails.					
	Construction: Single base attachment, interchangeable coulter point made from chilled cast iron, back-up flap					
150	SB25-180-0440 AMAZONE SUFFOLK COULTER, LONG	6	pcs	143,00	1	858,00
	Description: Suffolk shoe coulter suitable for conventional plough seeding or for fields where only little straw prevails.					
	Construction: Single base attachment, interchangeable coulter point made from chilled cast iron, back-up flap					
160	SB25-180-0450 DEPTH CONTROL WHEEL FOR AMAZONE WIDE WHEEL BEHIND SHOE COULTER	12	pcs	199,00	1	2.388,00
	Description: Depth control wheel for Amazone coulters for improved placement of seeds.					
	Construction breit					

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Pos	Product/service	Quantity	Unit	Price EUR	per	Total EUR
170	SB25-190-0010 COVERING TINE FOR 3-POINT VERSION	1	pcs	607,00	1	607,00
	Description: Covering tine suitable for all types of soil, even with crop residue from the previous crop, tine pressure and slope continuously adjustable.					
180	SB25-190-0030 TINE ELEMENT FOR COVERING TINE	8	pcs	30,50	1	244,00
	Description: Tine element with fixing parts, 21 cm distance from tine to tine *** 7 elements are required for a working width of 1.5 m.***					
190	SB25-210-0010 OPERATOR SEAT - STANDARD VERSION	1	pcs	541,00	1	541,00
	Description: Standard seat for operator					
	Function: Adjustment of inclination of backrest, weight adjustment possible in 3 steps, automatic lap belt					
200	SB25-990-0010 PACKAGING AND LOADING COSTS	1	pcs	408,00	1	408,00
				-100,00 %		-408,00
210	VK-0010 FREIGHT COSTS	1	pcs	500,00	1	500,00
				-100,00 %		-500,00
	Total sum					24.243,00
	Discount			-20,00 %		-4.848,60
	Order sum net					19.394,40

Delivery terms:  
 DAP Olomouc

Terms of payment:  
 according to Request for Proposal, please see below  
 Based on Annex 3 Commercial and payment terms

We refer to our general terms of business available on our website.

Delivery term: Faculty of Science of UP in Olomouc, Centre of the Region Haná for Biotechnological and Agricultural Research, Department of Chemical Biology and Genetics, Slechtitelu 11, CZ-783 71 Olomouc - Holice

Delivery date: Within 2 months after the signature of the purchase contract by both contracting parties.




HALDRUP GmbH  
Order confirmation no K29090

Please examine this order confirmation thoroughly, countersign it and send it back to us.


Sales tax will be collected with your final invoice in accordance with relevant State laws at the time of equipment delivery. If your business is exempt from sales tax, you must supply us with a copy of your exemption certificate prior to delivery.

If you require any further information please do not hesitate to contact us.

Best regards



Anna Sprinzl  
Sales Director  
HALDRUP GmbH



Bernd Kettemann  
Managing Partner  
HALDRUP GmbH



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Justus-von-Liebig Str. 3  
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