



INTERREG V-A  
SLOVENSKÁ REPUBLIKA  
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EURÓPSKA ÚNIA  
EURÓPSKY FOND  
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SPOLOČNE BEZ HRANÍC



Palacký University  
Olomouc

## PURCHASE CONTRACT nr. 083/OVZ/PS/2020

### I. CONTRACTING PARTIES:

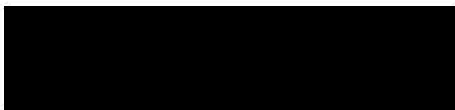
**BUYER: PALACKÝ UNIVERSITY OLOMOUC**

*a public college established by Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Certain Acts (Higher Education Act), as amended*

Office: Křížkovského 511/8, 771 47 Olomouc, Czech Republic

Rector: Mgr. Jaroslav Miller, M.A., Ph.D.

Person authorized to act  
in technical matters:



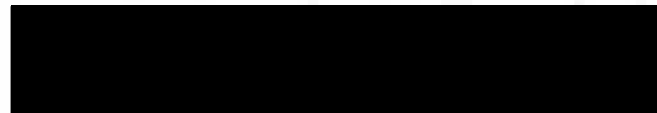
Ident. no.: 619 89 592

Tax Ident. no.: CZ 619 89 592

Bank contact:

Republic

Account no.:



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

and

**SELLER: Delsys Europe Ltd**

Office: Salford Innovation Forum, 51 Frederick Road, Salford,  
M6 6FP, United Kingdom

Registration in Companies Register: Limited company. Delsys Europe Ltd

Statutory body: Companies House, UK

Person authorized to act  
in contractual matters:

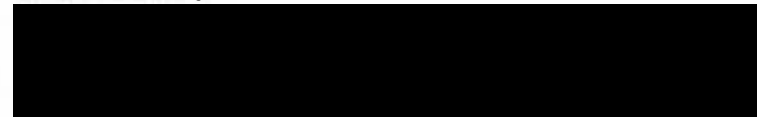
Person authorized to act  
in technical matters:



Ident. no.: 09212352

Tax Ident. no.: GB261509905

Bank contact:



Account no.:

**(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 „**System of inertial sensors equipped with**



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**electrodes for surface electromyography (EMG) recording**“ prior to entering into this Contract.

## II. Subject of the fulfillment

1. The Seller undertakes, under this contract, to deliver to the Buyer system of inertial sensors equipped with electrodes for surface electromyography (EMG) recording, together with all the accessories (hereinafter referred to as the “Goods”) and in accordance with the technical specifications mentioned in the Seller’s offer dated **10<sup>th</sup> February 2020**, 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 Section 2093 Civil Code. Both parties to this Contract agreed that the application of provision Section 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, to carry out the installation of the goods, provide the training to the Buyer’s staff by qualified worker, 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. Part of the delivery of the subject of the Contract is transport and delivery of legal documents.
5. The Seller declares pursuant to Section 2103 Civil Code, that the Goods is without any faults or defects.
6. 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 and install the goods at the place of delivery, including the delivery of all legal documents to the goods, the execution of all tests verifying the fulfillment of the technical parameters given in this contract, the training of the Buyer's staff by a qualified employee within the scope of Article V paragraph 2 of this Contract, no later than 30 days after the effective date of this Contract.
2. Place of delivery: Faculty of Physical Culture of Palacký University Olomouc, Department of Natural Sciences in Kinanthropology, třída Míru 117, 771 11 Olomouc, Czech Republic..  
Person authorised to take over the delivery on the basis of a handover protocol: [REDACTED]  
[REDACTED] or a person authorised by him to take over the Goods.
3. Both parties agreed, that Section 2126 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.



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#### **IV. Purchase price**

1. The purchase price is set by an agreement of the contracting parties under this contract the purchase price of **19,500 EUR** (without VAT).
2. The purchase price is set as fixed price, the highest acceptable and maximal, covering 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, installation and arranging for training, delivery of all legal documents to the goods, the warranty service) as well as profit of the Seller connected with the delivery. A change in the purchase price is only possible and only on the assumption that changes in value added tax rates will occur after the conclusion of this Contract.
3. The Seller takes the responsibility for the fact, that the VAT rate at the time of invoicing is stipulated in compliance with the legislation.

#### **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 according the Section VI. 2 of this contract. 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 fulfillment has been provided. The Seller shall affix the invoice with the stamp and signature of the person authorised to issue the invoice and with number and name of the project ("Core stability in the prevention of back pain", NFP304010P714), and with 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 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 date 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.





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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. Installation and training of the staff**

1. As part of the installation of the goods at the place of delivery, the Seller is obliged to prove, but not exclusively, the full functionality and fulfillment of all the parameters of the goods in accordance with the offer of the Seller, which will form an integral part of the contract (Annex 1 of the contract).

2. The Seller undertakes to provide basic training to Buyer's staff on how to operate the delivered goods, which is a condition for the due handover and reception of the device within the following scope:

- The basic training of the Buyer's staff on how to operate the delivered goods, including all accessories, for at least 3 Buyer's employees, in scope necessary to cover all below mentioned parts of training. The training must be led by qualified service technician or application specialist. The training must include:
  - Switching on and off, including all accessories provided
  - Regular checking of operating parameters
  - Basic measurement methods and options for data analysis
  - Basic maintenance, user maintenance
  - Integration with other systems (motion capture system, force plates)

3. All trainings shall take place at the place, where delivered goods have been installed, unless agreed otherwise in writing by the persons authorised by the contracting parties to act in technical matters. Precise dates of the respective trainings shall be agreed in a sufficient advance by the person authorised by the buyer to act in technical matters. All the costs related with the above-mentioned trainings (including the stay of service technicians, application specialists or specialists of the suppliers of the accessories) are paid for by the Seller.

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

1. The Seller provides to the Buyer a warranty for the quality of the Goods according to Section 2113 and following of the Civil Code within the period of 24 months since the day of signing of the protocol according to article V.(1) of this Contract.

2. 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 notification (by email, letter form, fax), 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 authority. The contracting parties have agreed that Section 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



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might be returned to the Seller or possibly return the Goods in the quality as it was received by the Buyer.

3. The Seller undertakes to perform the free of charge full service of the Goods delivered in the details of this Contract for the entire duration of the warranty period. The costs of performing the full-service warranty of delivered Goods are part of the purchase price.

#### **VIII. Contractual penalty**

1. In the case of Seller's delay with delivery of any part of the Goods according to the period stated in the article III.(1) of this Contract, the Buyer will be entitled to a contractual penalty amounting 50 EUR for each started day of the delay with its delivery.

2. The seller undertakes to pay to the buyer contractual penalty amounting to 50 EUR 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 article does not affect the right of the Buyer for the compensation of the damages arisen from the breach of the duty strengthened in 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 Section 1982 and follow of the Civil Code. The Buyer and the Seller's claims are canceled in the amount in which they are covered, and these effects occur at the moment when the Buyer delivers a statement of netting to the Seller.

#### **IX. Final provisions**

1. The Buyer reserves the right to publish the contents of the concluded Contract and its annexes.

2. Seller is a person obliged to cooperate in performing financial control within the meaning of Section 2(e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended. This obligation is extended to Sellers subcontractors, participating on fulfilling the subject of this contract.

3. 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, as amended and the Czech law system.





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4. 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.

5. 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.

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

6.1 the delay of the contractually determined term of delivery of the subject of the Contract by more than 10 days,

6.2 a failure to observe the technical specifications of the Goods mentioned in the Seller's offer.

6.3 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.

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

8. As regards the delivery of shipments relating to the performance of this Contract sent by the Seller with the use of the postal service operator, Section 573 of the Civil Code does not apply.

9. The Seller acknowledges that this Contract, including all its Annexes, is subject to mandatory disclosure pursuant to Act No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts, the Publication of such Contracts and the Register of Contracts, as amended.

10. This Contract shall enter into force on the date of its signature by the last party to this Contract and effective on the date of publication of this Contract by the Buyer in the register of contracts pursuant to Act No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and the Register of Contracts, as amended.

11. Items listed in the Annex 1 of this Contract will be provided with mandatory publicity by Buyer.

12. Seller hereby obliges, that all subjects authorized to conduct control of the project, by means of which the subject of this Contract is paid, will be allowed to carry out control of



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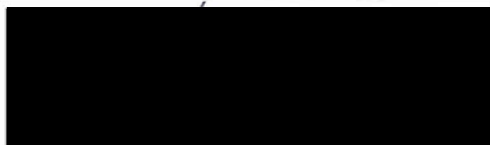
documents related to this subject, during period set by legislation of Czech republic for their archivation (Act No. 563/1991 Coll., on accountancy, in its effective form and Act No. 235/2004 Coll., on value added tax, in its effective form). All outcomes of the contractual relations, where Buyer specifies it, must contain publicity features, in scope of headers of this Contract, unless specified otherwise by Buyer. EU logo, logo of Operational Programme Research, Development and Education (hereinafter referred to as „OP RDE“), as requested by Buyer. Buyer is obliged to provide documents containing correct form of every logo.

13. Seller is obliged to keep all documentation related to subject of this Contract for at least 10 since the end of the project, unless czech legal system specifies longer period. Managing authority of the project, or by it authorized subjects (or other control subjects according to actual legislation) shall have access to these documents upon request.

14. 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.

15. The following Annexes form an integral part of this Contract:  
Annex 1 – Seller's offer dated **10th February 2020**

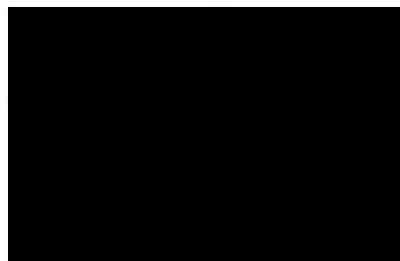
In Olomouc, on 13. 05. 2020



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

In Salford, UK

on 5<sup>th</sup> May 2020





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### **Annex 1 to the Contract**

Attention: [REDACTED]  
Palacký University Olomouc  
Department of Tenders  
(Oddělení veřejných zakázek)  
Křížkovského 511/8, 771 47 Olomouc,  
Czech Republic

Dear [REDACTED]

Thank you for the invitation to the tender application reference number: **004/PS/OVZ/2020** for „**System of inertial sensors equipped with electrodes for surface electromyography (EMG) recording**“.

Delsys Europe Ltd would like to submit our application for consideration of this tender process.

#### **1. Company Information**

Name: Delsys Europe Ltd  
Address: Salford Innovation Forum, 51 Frederick Road, Salford, M6 6FP, UK  
Phone: [REDACTED]  
Email: [REDACTED]  
Company Registration Number: 09212352  
Company Tax Number: GB261509905  
Contact Person: [REDACTED]

#### **2. Delsys Europe Ltd Offer**

##### **2.1 Technical specifications**

- The system offered is the Delsys Trigno Research+ System, along with 16 x Trigno Avanti sensors.
- The Delsys Trigno Research+ System includes all accessories required to collect and analyse data; including software, Power Supply Unit, USB Cable, Charging Unit, and transmission protocol.
- The Delsys Trigno Avanti sensors are wireless sensors that offer high-fidelity EMG and full Inertial Measurement Units (3D accelerometer, 3D gyroscope, 3D magnetometer), weighing less than 15g. The sensors communicate wirelessly up to 40 meters to the Trigno base station (receiver unit) and then onto a connected computer and collect data for 4-8 hours depending on the sensor's mode.
- The Delsys Trigno Avanti sensors have a temperature operating range- from 10 °C to 35 °C.
- The surface electromyography (sEMG) signals can sample data up to 4370Hz.





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- The Accelerometers and Gyroscope signals can sample up to 960Hz. The Accelerometer measuring up to 16g and the Gyroscopes at  $\pm 2000$  degrees per second.
- The Delsys Trigno Research+ System offers a convenient and flexible digital integration with 3<sup>rd</sup> party hardware and software. This includes digital integration with all major motion capture systems and force plates.
- Delsys Software Options:
  - o Delsys EMGworks software is also included with the system to allow the user to collect and analyse the data collected from the system. The software is provided with 20 x licences to provide full flexibility to collect and analyse data on various computers.
  - o Technical Support and upgrades are provided at no additional cost and no expiry dates.
  - o User guides and videos are provided in English.
  - o EMGworks allows the user to display, in real-time all the EMG and IMU data at the same time. It also includes convenient tools to assess the signal quality and information about the sensors operation (battery life etc)
  - o EMGworks allows the user to analyse the data, with over 20 standard functions. These include digital filtering, RMS computation, remove mean, frequency analyses, template matching, cyclical analysis and more.
  - o EMGworks provides the user options to export the raw and processed data into various forms, including .TXT, .CSV, .C3D, .MAT.

## **2.2 Offer Price**

The total price, excluding VAT, for this offer is 19,500 Euros.

## **2.3 Payment Terms**

Payment is expected 30-days after delivery of goods.

## **2.4 Delivery**

Delivery shall take place 30-days after receipt of order. Delivery is handled by UPS courier and fully insured.

## **2.5 Warranty and Service**

Goods are provided with a 24-month manufacturers warranty. Good provided do not require regular service, however we offer a free evaluation service at Delsys Europe so users can return goods at their convenience for a functional evaluation. If any faults occur within the warranty period then goods are to be replaced within 4-weeks, or sooner.

## **3 User Training and Support**

Users are provided with free remote training on using the system and software for their specific application. The training is open for multiple people (up to 20 people) to join remotely and be performed over multiple sessions.

The Training shall be conducted by a trained Delsys engineer that has at least 2-years experience with the system and software.



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The training shall cover the following:

- Basic Operation of the system (turning system on, connecting to computer etc)
- Guidance on regular maintenance of the system and software, including care and safety of using the equipment
- Introduction to data collection and analysis methods
- Integration with 3<sup>rd</sup> party systems such as motion capture system and force plates

In addition to the remote training, Delsys Europe offer free training at our European offices where they have a 1-day training in using the equipment and networking with other users around Europe.

### **3. Questions and Clarifications**

Delsys Europe would be happy to offer clarification or further details on the offered system and how it could be best applied to the users research/teaching work.

If the user or administration have any questions on the points here then we would be happy to answer these and support.

We thank you for considering our application and hope that we can work with you.

Kind Regards





**Delsys Europe Ltd**  
Salford Innovation Forum  
51 Frederick Road  
Salford, UK  
M6 6FP

VAT # 261509905  
EORI # GB261509905000

## QUOTE

Palacky University  
Faculty of Physical Culture  
Olomouc, Czech Republic

**QUOTE NUMBER**  
Q-20-48

**CUSTOMER ACCOUNT NO.**  
CZ-2249

**ISSUE DATE**  
10 February 2020

**EXPIRY DATE**  
10 May 2020

Item Code	Description	Quantity	Unit Price	Amount EUR
EU_DS-T03-B16014	Trigno Avanti Digital Base Station, 16x Trigno Avanti Sensor, 2x Trigno Sensor Adhesive, Trigno Power Adapter, USB Cable, EMGworks 4 License, & User's Guide.	1.00	19,500.00	19,500.00

Subtotal (excl. VAT)

19,500.00  
EUR

VAT

0.00  
(Zero Rated EC Goods  
income)

**TOTAL**

**19,500.00**  
**EUR**