



PURCHASE CONTRACT

No. 180/OVZ/PV/2023

CONTRACTING PARTIES:

BUYER:

PALACKÝ UNIVERSITY OLOMOUC

a public higher education institution established by the Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Some Other Acts (the Higher Education Act), as amended

Head office:

Křížkovského 511/8, 771 47 Olomouc, Czech Republic

Rector:

prof. MUDr. Martin Procházka, Ph.D.

Person authorised to act
in technical matters:

[REDACTED]

ID No.:

619 89 592

Tax ID No.:

CZ 619 89 592

Bank details:

[REDACTED]

Account No.:

[REDACTED]

(hereinafter referred to as "Buyer")

and

SELLER:

Sensor Sense B.V.

Registered office:

St. Agnetenweg 103, 6545AV Nijmegen,
The Netherlands

Registration in the Commercial Register: 09135034

Statutory body:

[REDACTED]

Person authorised to act
in contractual matters:

Person authorised to act
in technical matters:

ID No.:

812535479

Tax ID No.:

NL812535479B01

Bank details:

[REDACTED]

Account No.:

(hereinafter referred to as "Seller")

on the bellow stated day, month and year, according to the provisions of Section 2079 et seq. of the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "Civil Code"), enter into this purchase contract (hereinafter referred to as "Contract").

The Buyer and the Seller enter into this Contract as a result of the fact that the Seller has been selected by the Buyer, acting as the Contracting Authority in the procurement procedure, as the Supplier for the small-scale public supply contract in the procurement procedure "**FoS - LGR/UPOL – Plant hormone ethylene quantification device**".



I. Subject-Matter of the Contract

1. The Seller undertakes, under this Contract, to deliver to the Buyer **ETD-300 ethylene analyzer, Cat-1 catalyzer, CO2 and water scrubber tubes set and PFA tubing 1/8" OD (100 meter)** (hereinafter referred to as "Goods") of a type, quantity, quality and parameters in accordance with the specifications that form an integral part of this Contract as Annex 1. The Seller is not entitled to deliver to the Buyer the Goods in larger quantities within the meaning of Section 2093 of the Civil Code. The Contracting Parties agree that the provisions of Section 2099 (2) of the Civil Code shall not apply.
2. The Seller hereby undertakes to deliver to the Buyer the Goods specified in Annex 1 to this Contract under the terms and conditions stipulated by this Contract, and to allow him to acquire an ownership right to the Goods. The supply further includes the installation, putting into operation, basic operator training by qualified worker and provision of warranty service in relation to the Goods under the terms and conditions stipulated by this Contract.
3. The Buyer agrees to take over the Goods and to pay the Seller the agreed purchase price in the way and on the day as agreed in this Contract.
4. The supply of the subject-matter of the Contract further includes the transportation and provision of legal documents (declaration of conformity, CE certificate, user manual in Czech or English language).
5. The Seller declares pursuant to Section 2103 of the Civil Code, that the Goods is free of any faults or defects.
6. The Goods shall be fully operational, new, non-refurbished, without the need of any additional costs or expenditures by the Buyer.

II. Date and Place of Delivery

1. The Seller undertakes to deliver and install the Goods in the place of delivery and to provide all the legal documents related to the Goods as stipulated by this Contract no later than 16 weeks from the effective date of this Contract.
2. Place of delivery: Palacký University Olomouc, Faculty of Science, Laboratory of Growth Regulators, Šlechtitelů 241/27, 783 71 Olomouc, Czech Republic. Person authorised to take over the Goods on behalf of the Buyer: [REDACTED] or a person authorised by this person.
3. The Contracting Parties agree, that the provisions of Sections 2126 and 2127 of the Civil Code on self-help sale shall not apply in the case of delay in take-over of the Goods by the Buyer.

III. Purchase Price

1. The total purchase price of the Goods is **EUR 34.500,00 (excluding VAT)**.
2. The purchase price includes all the costs and expenses related to the supply of the Goods, as well as the Seller's profit (in particular the transportation of the Goods to the place of delivery, customs duties, insurance, installation of the Goods, provision of all legal



documents related to the Goods, basic operator training by qualified worker, provision of a full warranty service).

3. The purchase price is agreed as a fixed, highest acceptable and maximum price, covering all the costs and expenses connected with the delivery of the Goods. The purchase price amount may be amended only in case that the value added tax rates change after the conclusion of this Contract.

4. The Seller takes the responsibility for the fact, that the VAT rate at the time of invoicing is determined in compliance with the applicable laws and regulations.

IV. Payment Terms

1. The payment for the Goods will be made on the basis of a properly issued tax document (invoice), containing all the required data, and due within 30 calendar days from the day of the provable delivery of the invoice to the Buyer. The invoice shall be issued by the Seller no sooner than after the delivery of the Goods, proper and full installation of the Goods and basic operator training within the scope of Article V (2) of this Contract as evidenced by a written dated handover protocol of delivery and installation of the Goods, as well as after the provision of the documents required by law, relevant documentation and a user manual. The due fulfilment of obligations by the Seller specified in the preceding sentence shall be evidenced by a written dated handover protocol signed by both Contracting Parties' authorised persons responsible for technical matters.

2. The invoice issued by the Seller shall include all the tax document data required by the Act No. 235/2004 Coll. on Value Added Tax, as amended, and all the commercial deed data required by Section 435 of the Civil Code, as well as the identification of the Contract, on the basis of which the Goods have been supplied. The Seller's invoice shall be signed by a person authorised to issue the invoice. The invoice issued shall contain the number of this Contract.

3. If the invoice issued by the Seller fails to contain any of the obligatory data 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 the maturity period of the invoice for correction, stating the reason for its returning. The Seller shall correct it by issuing a new invoice. The initial maturity period is suspended on the day of sending the incorrect invoice to the Seller, and a new maturity period commences on the day of delivery of 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 amount is transferred from the Buyer's account to the Seller's account given above in this Contract.

5. The Seller shall ensure proper and timely fulfilment of financial obligations to its subcontractors, where proper and timely fulfilment is considered to be full payment of invoices issued by subcontractors for performances provided to the Seller to fulfil obligations under this Contract, always no later than 30 calendar days after receiving payment from the Buyer for specific performance (unless the due date of the invoice issued by the subcontractor is sooner). The Seller undertakes to extend the same obligation to other levels of the supply chain and to oblige its subcontractors to fulfil and extend this obligation to lower levels of the supply chain as well. The Buyer is entitled to request the submission of documents on payments made to subcontractors and of contracts concluded between the



Seller and subcontractors. Any failure to fulfil these obligations by the Seller under this provision of the Contract shall be considered to be a material breach of the Contract with the Buyer having the possibility to withdraw from this Contract. In such case, withdrawal from this Contract is effective on the day of delivery of a written notice of withdrawal from the Contract to the other party.

V. 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, the full functionality and fulfillment of all the parameters of the Goods in accordance with the tender of the Seller, which forms an integral part of the Contract (Annex No. 1 of the Contract).
2. The Seller undertakes to provide basic operator training in the necessary scope for at least 3 persons in the scope of 2 working days (2x8 hours), which is a condition for the due handover and reception of the Goods.
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. The Buyer also accepts an online form of training. 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) are paid for by the Seller.

VI. The Seller's Responsibility for Defects and Warranty

1. The Seller provides a warranty for the quality of the Goods according to Section 2113 et seq. of the Civil Code of 12 months from the day of signing the protocol according to Article IV (1) of this Contract.
2. The Seller guarantees a timely service intervention, i.e. to accept and to detect the defect, and to discuss necessary service interventions with the person authorised to act in technical matters on behalf of the Buyer, during the warranty period no later than 30 working days from the day of the defect notification by the Buyer, namely by a visit by a service technician, the Buyer also allows remote diagnostics, if this is possible due to the nature of the defect. During the warranty period, the respective defects shall be removed within 60 working days at the latest from the day of the defect removal commencement, with the day of the defect removal commencement being the day of the service intervention, unless otherwise agreed in writing by persons authorised to act in technical matters on behalf of the Contracting Parties. The Seller is obliged to remove the respective defects in "the place of delivery and installation". If it is provably technically impossible, the Seller, upon a written approval of the suggested procedure by the person authorised to act in technical matters on behalf of the Buyer, shall sign a protocol to take over "the defective part" of the Goods for repair. The Contracting Parties agree that Section 2110 of the Civil Code shall not apply. Therefore, the Buyer is entitled to withdraw from the Contract for defects or to require the delivery of new Goods irrespective of the fact whether the Buyer is allowed to return the Goods to the Seller or, where possible, to return the Goods in the condition as the Goods were received by the Buyer.
3. The Seller undertakes to perform a full service of the Goods delivered free of charge as provided in this Contract for the entire duration of the warranty period. The costs of



performing the full warranty service of the Goods delivered are included in the purchase price.

VII. Contractual Penalties

1. The Contracting Parties hereby agree on contractual penalties in case of contractual obligations violation, as specified in the following paragraphs of the Contract. Neither of the Contracting Parties considers the contractual penalties agreed herein to be inappropriate, taking into account the value of the respective contractual obligations.

2. The Seller undertakes to pay the Buyer a contractual penalty amounting to 0,2% of the total purchase price excluding VAT for each commenced day of the delay in the Goods delivery agreed herein within the meaning of Article II (1) of this Contract.

3. The Seller undertakes to pay the Buyer a contractual penalty amounting to 0,1% of the total purchase price excluding VAT for each commenced day after the expiration of the time limit to commence the defect removal or to remove the defects during the warranty period in compliance with Article VI of this Contract, for each individual case.

4. The Contracting Parties hereby agree that the provisions of Section of the 2050 Civil Code shall not apply, i.e. that contractual penalties do not offset against the damages, if any. The damages may be demanded separately in full together with the contractual penalty.

5. The contractual penalties invoiced are due within 30 calendar days from the day of delivery of a written invoice to the respective Contracting Party, with the day of payment thereof being the day of transferring the amount of the contractual penalty from the account of the respective Contracting Party to the account to be indicated in the invoice issued in respect of the contractual penalty.

6. The Buyer is entitled to offset the contractual penalties, within the meaning of Section 1982 et seq. of the Civil Code, against any Buyer's accounts receivable from the Seller, including the undue ones, to pay the purchase price under this Contract.

VIII. Final Provisions

1. The Seller is a person obliged to cooperate in performing a financial control within the meaning of Section 2 (e) of the Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended. The Seller's subcontractors, participating in the fulfilment of the subject-matter of this Contract, are also subject to this obligation.

2. The Seller undertakes to ensure, within the fulfilment of this Contract, the legal employment of workers and to provide the workers participating in the fulfilment of this Contract with fair and respectable working conditions. Fair and respectable working conditions mean such working conditions that meet at least the minimal standards established by labour and wage rules and regulations. The Seller is obliged to ensure that the requirements of this provision of the Contract are fulfilled by their subcontractors as well. Any failure to fulfil the Seller's obligations under this provision of the Contract is deemed to be a substantial breach of the Contract, resulting in the Buyer having a possibility to withdraw from this Contract. In such case, the withdrawal from this Contract is effective on the day of delivery of a written notice of withdrawal from the Contract to the other Contracting Party.



3. The Buyer reserves the right to publish the content of the concluded Contract.
4. In matters explicitly unregulated by this Contract, this Contract is governed by the Civil Code and Czech laws and regulations.
5. The provisions of this Contract are mutually independent. If any part of an obligation under this Contract is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of other obligations under this Contract and the Contracting Parties undertake to replace such invalid or unenforceable part of obligation with a new, valid and enforceable part of obligation, the subject of which shall correspond at the best to the subject of the original obligation. If the Contract fails to contain a provision which is justified for the determination of the rights and obligations, the Contracting Parties shall make all the efforts to include such provision in the Contract.
6. The Contracting Parties may amend or supplement this Contract only by means of written amendments numbered in ascending order, expressly declared as amendments to this Contract, and signed by the authorised representatives of the Contracting Parties.
7. The Buyer is entitled in accordance with Section 2001 of the Civil Code to withdraw from this Contract in case of:
 - 7.1 the Seller's delay in the delivery of the Goods exceeding 10 calendar days,
 - 7.2 a failure to observe the technical specifications of the Goods indicated in the Seller's quotation,
 - 7.3 the Seller's delay in the commencement of removing the defects exceeding 10 calendar days.The withdrawal from the Contract shall be made in writing and becomes effective on the day of delivery of a written notice of withdrawal to the other Contracting Party.
8. The Seller is not entitled to cede their rights and obligations resulting from this Contract to a third party without the Buyer's approval.
9. As regards the delivery of correspondence relating to the performance of this Contract sent by the Seller by means of a postal service operator, Section 573 of the Civil Code shall not apply.
10. The Seller acknowledges that this Contract, including all its Annexes, is subject to mandatory disclosure pursuant to the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended.
11. This Contract shall enter into force on the day it is signed by the last Contracting Party and shall be effective on the day the Buyer discloses this Contract in the Register of Contracts pursuant to the Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended.
12. This Contract is made in three counterparts, each of which shall be deemed an original, of which the Buyer shall receive two counterparts and the Seller shall receive one counterpart.
13. The following Annex forms an integral part of this Contract:



Annex 1 – Seller's quotation dated July 20th 2023

Olomouc dated 14.08.2023

Place Nijmegen, Dated 03.08.2023

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prof. MUDr. Martin Procházka, Ph.D.
Rector

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Sensor Sense B.V.