

INVESTICE DO ROZVOJE VZDĚLÁVÁNÍ**Purchase Contract***č. 141/012/MK/2014***I. Contracting Parties****Buyer****Palacký University Olomouc**

Registered office	:	Křížkovského 8, 771 47 Olomouc
Rector	:	prof. Mgr. Jaroslav Miller, M.A., Ph.D.
Person authorised to act in technical matters	:	prof. Ing. Ladislav Bocák, Ph.D.
Company Identification No.	:	619 89 592
Tax Identification No.	:	CZ 619 89 592
Bank details	:	Komerční banka, a.s., Olomouc branch
Account number	:	19-1096330227/0100

(hereinafter referred to as the "Buyer")

and

Seller

Biomatters Limited

Registered office	:	Level 2, 76 Anzac Ave, Auckland, 1010, NZ
Represented by	:	
Person authorised to act in technical matters	:	Claire Westwood
Company Identification No.	:	1306035
Tax Identification No.	:	88-207-238 (NZ GST)
Bank details	:	ASB Bank, Ltd, Treasury & Financial Markets
Account number	:	24957038-USD-17
Registered in the Commercial Register:	:	1306035

(hereinafter referred to as the "Seller")

INVESTICE DO ROZVOJE VZDĚLÁVÁNÍ

According to provision of Section 2079 of the Act no. 89/2012 Coll., Civil Code, the contracting parties expressly agreed that all the rights and obligations under the present contract, as well as the rights and obligations ensuing from the present contract will be settled according to the appropriate general provisions of the Civil Code.

II.

Subject of the Contract

1. The subject of this contract is specialized software Genieous- in total number of 2 Floating Non-Commercial licences for academic environment with all the accessories (hereinafter “Goods”) including providing 2 Floating Non-Commercial licences for academic environment as well as technical specification stated in the Annex no. 1 to this Contract, for the needs of the project Modification of the biological profile of a graduate degree courses at the Faculty of Science: expanding practical instruction and molecular, cytogenetic and evolutionary branches, Reg. No. CZ. CZ.1.07/2.2.00/28.0158 within the Operational Programme Education for Competitiveness. The Seller is not entitled to deliver to the Buyer the Goods in larger quantity pursuant to Section 2099 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, and 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.
3. The Seller hereby undertakes under the conditions set out by this Contract to surrender the complete documentation including the accompanying documents i.e. Delivery note, Instruction of use and the other documents necessary to proper usage of the Goods. The Seller further undertakes to surrender the installation media and documents related to licences supplied according to 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.

Delivery Date and Place

1. The Seller undertakes to deliver the goods hereunder to the place of delivery within 3 weeks after signing this contract by both contracting parties. Handover and takeover of the goods and relevant documentation shall be completed by affixing the signatures of authorised persons of

INVESTICE DO ROZVOJE VZDĚLÁVÁNÍ

the contracting parties to the dated handover report. The person authorised to take over the goods for the Buyer: prof. Ing. Ladislav Bocák, Ph.D. or another person authorized by him.

2. Place of delivery: Department of Zoology and Laboratory of Ornithology, Faculty of Science, Palacky University in Olomouc, Czech Republic, contact address: 17. listopadu 50, 771 46 Olomouc. The Seller is obligated to provide the transportation of the Goods to the place of delivery. 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 and Payment Terms

- 1) The total purchase price has been agreed on the basis of agreement between the contracting parties in the amount of **3,990 USD** exclusive of VAT.
- 2) The purchase price stated in section IV.(1) of this Contract is quoted as final, highest possible and maximum one and includes all costs relating to delivery of the goods (including transport, customs duty, fees, licence fees and copyrights, installation and arranging for training).
- 3) The purchase price pursuant to the section IV(1) of this Contract shall be paid by the Seller to the bank account of the Seller on the basis of a proper tax document (invoice) containing all prerequisites with the maturity period of 30 days from demonstrable delivery of the invoice to the Buyer. The number of the Seller's bank account is stated in the Section I. of this Contract. The invoice shall be issued by the Seller after completed documented handover and takeover of the subject of the Contract by the person authorised to act on behalf of the Buyer. The dated handover report affixed with signatures of authorised persons of both contracting parties shall be the document of proper Seller' fulfilment of obligations referred to in the previous sentence. The contracting parties have agreed that the obligation to pay the purchase price is considered as fulfilled on the date of deducting the respective amount from the Buyer's account to the credit of the Seller's account specified in the heading hereof.
- 4) 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. If the invoice issued by the Seller does not contain any obligatory prerequisites or if the Seller erroneously charges the price of VAT, the Buyer will be entitled to return the invoice before the maturity period expiration to the Seller to make correction, stating the reason for return. The Seller shall make the correction by issuing a new invoice. On the date the erroneous invoice is sent to the Seller, the original maturity period shall cease to run and the new maturity period will restart from the date of delivery of the new invoice to the Buyer.

INVESTICE DO ROZVOJE VZDĚLÁVÁNÍ

- 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.

V.

Seller's responsibility for defects

1. The Seller provides to the Buyer a warranty for the quality of the Goods within the period of 12 months. 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. In case of any defect or fault in quality or quantity of delivered Goods, the Buyer is entitled to report in any demonstrable way to the Seller. The faults in fulfilment, that have been reported to the Seller, shall be removed free of charge and under the conditions stated bellow.
3. Seller guarantees a prompt service and repair free of charge within 48 hours at the latest following the day of reporting the defect, unless agreed otherwise in a written form by persons authorized by the contracting parties in technical matters.
4. The Buyer is entitled to the necessary costs compensation, that have arisen while exercising the right of liability for defects.
5. The contractual penalties will not be included in compensation for damage that may incur and that can be claimed separately in full amount in addition to the contractual penalty.

VI.

Contractual Penalties

1. In the case of Seller's delay with delivery of the subject of the contract according to the period stated in the section III.(1) of this Contract, the Buyer will be entitled to a contractual penalty amounting 50,- USD for each started day of the delay with its delivery.
2. 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.
3. 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.
4. The Buyer is entitled to include the contractual penalties in the Seller's claim of the purchase price.

VIII.

INVESTICE DO ROZVOJE VZDĚLÁVÁNÍ

Final provisions

1. With respect to the fact that the subject of the contract is financed from the means of the Operational Programme Research and Development for Innovation and the provision of Section 2, Letter e) of Act no. 320/2001 Coll., on the Financial Inspection in Public Administration, as amended, the Seller is a person obliged to cooperate during the performance of the financial inspection. These Seller's obligations also apply to its contractual partners involved in the fulfilment of this contract.
2. The Seller undertakes that within the period of 3 years from the termination of OP EC according Section 90 Regulation of the Council (EU) no.1083/2006, i.e. at least by the year 2021, unless the Czech law states longer period, from the day of conclusion of this contract, it will provide the necessary information related with the supplier's activities requested by all the bodies performing audit and inspection of the Buyer in connection with the Project or Projects realization – in particular the staff or authorized representatives of the provider, the Managing Body of the Operational Programme Education for Competitiveness of the Ministry of Education, Youth and Sports of the Czech Republic, the Ministry of Finance of the Czech Republic, the auditing authority, the European Commission, the European Accounting Court, the Supreme Audit Office, the Financial Authority and other competent bodies of the state administration. These Seller's obligations also apply to its contractual partners involved in the fulfilment of this contract.
3. The Seller also undertakes to provide the Managing Body of the Operational Programme Research and Development for Innovation, for the period mentioned above, with access also to those parts of contractual and related documents that are protected under special legal regulations, provided that the requirements under legal provisions and Act no. 552/1991 Coll., on the State Inspection, as amended, are fulfilled. These Seller's obligations also apply to its contractual partners involved in the fulfilment of this contract.
4. The Seller takes into account that the Buyer is obliged to observe the requirements for publicity within the programs of structural funds specified in Article 9 of Commission's Regulation (EC) No. 1828/2006 and the Rules for Publicity within the Operational Programme Research and Development for Innovation, in all the documents relating to the given tender procedure or process, particularly in all the contracts and other documents relating to the given order.
5. The Buyer reserves the right to publish the contents of the concluded contract.
6. 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
7. 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

INVESTICE DO ROZVOJE VZDĚLÁVÁNÍ

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.

7. The Buyer is entitled to withdraw from the contract even in the case that the expenses that would arise under this contract are designated as ineligible by the Managing Body of the Operational Programme Education for Competitiveness or another inspection subject or in the case the Managing Body of the Operational Programme Education for Competitiveness decides not to award the subvention.
8. 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.
9. The withdrawal from the contract shall be made in a written form and comes into force on the day of the delivery of the written notice to the other contracting party.
10. The Seller is not entitled to cede his rights and obligations under this contract to a third person without the Buyer's approval.
11. This Contract comes into force on the day of its signature by both contracting parties.
12. This Purchase Contract is drawn 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.
13. The Annexes form an integral part of this contract:
Annex 1 – Seller's offer dated May 2, 2014
14. The Seller undertakes, in accordance with Section 147a, Clause 4 of Act no. 137/2006 on Public Contracts, as amended, to submit to the Buyer a list of subcontractors involved in the fulfilment of the subject of this contract, indicating the subcontractors to which it has reimbursed more than 10 % out of the total purchase price, within 60 days at the latest after the fulfilment of this contract. At the same time, where the Seller's subcontractor holds the form of a joint stock company, the list shall be supplemented with the list of shareholders the total nominal value of whose shares exceeds 10 % of the equity capital, compiled within the time limit of 90 days prior to the date of submission of the list of subcontractors.

In Olomouc, dated: 26.5.2014

In Auckland, dated:

UNIVERZITA PALACKÉHO v OLOMOUCI
rektorát
Křížkovského 8 771 47 Olomouc

prof. Mgr. Jaroslav Miller, Ph.D., Rector

Claire Westwood, BSc, GDipArts
Inside sales Executive – Europe, ROW