



INTERREG V-A
SLOVENSKÁ REPUBLIKA
ČESKÁ REPUBLIKA



EURÓPSKA ÚNIA
EURÓPSKY FOND
REGIONÁLNEHO ROZVOJA
SPOLOČNE BEZ HRANÍC



Palacký University
Olomouc

Addendum nr. 1 to 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:

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”)



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I.

Buyer and Seller entered into Purchase contract nr. 083/OVZ/PS/2020 (hereinafter referred to as the „Contract“), on 13th of May 2020, by which the Seller undertakes 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 10th February 2020, that is an integral part of the Contract as its Annex no. 1, and enable Buyer to acquire title to it, and 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 the Contract.

II.

1. Subject of this Addendum nr. 1 is the implementation of change in the obligation under the Contract, which has been caused by declaration of state of emergency on 12th of March in accordance with government regulation nr. 69/2020 in Czech republic, which is still in effect as of date of signing this Addendum, and due to obligation to close down all business in United Kingdom, as per government order from 23rd of March 2020, which is still in effect as of date of signing this Addendum.

Because of this situation it would be impossible to fulfil original obligations under the Contract. With regard to that contracting parties have agreed on following changes to the Contract.

2. The Contracting Parties therefore agree that the provisions of Article II. paragraph 1 of the Contract is repealed and newly reads as follows:

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.

Delivery date under this Contract does not expire during the period of the declared state of emergency in the Czech Republic and during declared lockdown and forced closure of business in United Kingdom. The Seller may fulfill its obligations under this Agreement even during the state of emergency in the Czech Republic.

2. The Contracting Parties also agree that the provisions of Article VI. will contain new paragraph with number 4., which will read following:

4. If by the time of delivery of Goods it will not be possible to conduct training according to this article of Contract, contractual parties have agreed that training can be provided



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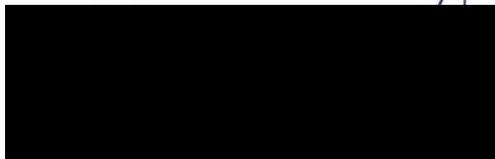
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via on-line video session. Follow up training, in accordance with provisions of this Article, must be conducted within 60 days of delivery of the Goods.

III.

1. Remaining provisions of the Contract, that have not been amended by this Addendum, remain unchanged.
2. This Addendum 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.
3. 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.
4. 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.

In Olomouc, on 14. 05. 2020



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

In **Salford, UK**

on 5th May 2020

