

Purchase Agreement Draft

(hereinafter referred to as the Agreement)
concluded on the basis of the information given in the tender ...

I. The Contracting Parties

CRYTUR, spol. s r.o.

company registration number: 25296558, VAT identification number: CZ25296558
with its registered seat at Na Lukách 2283, 511 01 Turnov
represented by
Dr. Jindřich Houžvička, CEO

(hereinafter referred to as the Buyer) on the one hand,

and
company registration number: ..., VAT identification number: ...
with its registered seat at ...
represented by ...

banking details: ...
account number: ...

(hereinafter referred to as the Seller) of the other hand

conclude on the basis of the outcome of the tender for
“**CNC machine delivery**“
for a project registered under number: CZ.01.1.02 / 0.0 / 0.0 / 17_109 / 0011489
Effective single crystal luminophore for LED this Purchase Agreement.

II. Object of the Agreement

Under this Agreement, the Seller undertakes, as per the conditions agreed herein, to deliver to the Buyer the delivery specified in subsection 3.1 of this Agreement and to transfer to the Buyer the ownership right to these goods and the Buyer undertakes to take over the goods and to pay the agreed purchase price in the manner and by the date agreed on under this Agreement.

III. Delivery

- 3.1. The CNC machine delivery is understood as the CNC machine delivery including accessories, as specified in the tender specification documentation.
- 3.2. The Seller shall deliver to the Buyer a complete documentation together with the delivery.
- 3.3. The delivery shall include the demonstration of the fitness of the delivery for use, i.e. in cooperation with the client, its putting into operation, testing and acquainting the user as per subsection 4.2 of this Agreement.
- 3.4. The Buyer shall become the owner of the supply on the day of taxable supply.
- 3.5. The risk of damage to the goods shall pass onto the Buyer on the day of taking over of the goods from the Seller, as per subsection 4.3 of this Agreement.
- 3.6. The delivery shall include a delivery note / installation protocol issued in the name of the Buyer. The Manufacturer must deliver to the User a test report related to the electric part of the machinery pursuant to 60204-1: 2000, Art. 18. The EU Declaration of Conformity (or any other conformity assessment document) of the equipment must be issued and handed over.

IV. Time and Place of Performance

- 4.1. The Seller undertakes to perform the delivery (to deliver) to the Buyer as per subsections 3.1. to 3.3. The expected delivery date of the CNC machine is approximately 7 months after signing the Agreement, however, not later than June 25, 2020, fully in compliance with the completion of the project as of June 30, 2020. The place of performance is the premises of CRYTUR, spol. s r.o., in Turnov.
- 4.2. The Seller undertakes to put the delivery into operation and to comply with other proof of fitness as per subsection 3.3. within 30 calendar days commencing with the delivery to the place of performance, not later than June 25, 2020.
- 4.3. The Seller's obligation to deliver and install the goods shall be met at the moment of acceptance by the Buyer after the installation of the delivery and proof of its fitness for use as per subsection 3.3. The acceptance of delivery shall be confirmed by the Buyer on the delivery note / installation protocol.
- 4.4. Before putting the electric equipment into operation, the end user must be instructed about its correct and safe use and either an inspection technician or the manufacturer must provide the end user with the "Initial inspection of electric installation report" in compliance with ČSN 33 1500 and ČSN 33 200-6, the subject of which is "supply of electric energy to the equipment".

V. Price

The purchase price of the goods is determined by the price offer of the Seller, which formed a part of the tenderer's bid.

The price of the whole contract excluding VAT is	xxx
The price of the whole contract including VAT is	xxx
VAT is	xxx

VI. Payment Terms

6.1. Payments shall be made in parts. The advance payment shall be maximally 40% on the basis of the order, the second installment of maximally 40% shall be paid before sending the goods from the Seller and the balance amounting to 20% shall be made on the basis of final invoicing, after signing the Installation protocol by the Buyer, with maturity of 30 days. The Seller shall send a tax document related to the received advance payment within 14 days after payment.

6.2. In case of failure to meet the deadlines of performance by the Seller with the delivery of the goods, a penalty is agreed on amounting to 35% of the price of performance in case of delivery after June 25, 2020, which corresponds to the loss of subsidy due to the failure to meet the deadline for project implementation.

VII. Product Warranty

7.1. The Seller shall take over warranty for the goods for 24 months commencing with the date of signing the delivery note / installation protocol.

7.2. The Buyer is obliged to immediately report the warranty defects to the Seller. A defect shall also be understood as the case should it be proven that the delivered equipment fails to meet or ceases to meet the conditions specified in the tender specification documentation.

7.3. A complaint may be filed no later than on the last day of the warranty period, and a complaint sent on the last day of the warranty period shall be considered to have been filed in time.

7.4. The warranty shall not apply to defects caused by improper handling or mechanical damage to the delivery.

VIII. Changes to the Agreement

8.1. This Agreement may only be modified or amended by a numbered, written and mutually confirmed arrangement, explicitly entitled "Amendment to the Agreement".

8.2. Should any of the parties encounter any obstacles to the proper performance of this Agreement, any such party shall be obliged to immediately notify the other party without undue delay and cause the representatives of the Buyer and the Seller to act.

Should either party wish to withdraw from this Agreement on the basis of the provisions resulting from this Agreement, it shall notify the other party in writing of its withdrawal, stating the date on which it withdraws from the Agreement. The withdrawal must further specify the reason for the withdrawal and the exact quote of the item of the Agreement which authorizes the party to do so or the provisions of the law to which the withdrawing party refers. The withdrawal is invalid without these elements.

IX. Final Provisions

9.1. The relations that are not governed by this Agreement shall be governed by the relevant provisions of the Civil Code (Act No. 89/2012 Coll.), as amended.

9.2. The Agreement is elaborated in 2 counterparts, of which the Seller and the Buyer shall receive one copy.

9.3. The Agreement is valid and effective as of the date of its signature by both the contracting parties.

9.4. Pursuant to Section 2 (e) of the Act No. 320/2001 Coll., On Financial Control in Public Administration, the Seller is an entity that is obliged to cooperate whilst a financial control is being performed.

9.5. The Contractor undertakes to state the name and registration number of the project on the invoice.

9.6. The Contracting Parties confirm, by their signatures joined hereinbelow, that they are acquainted with and understand the entire content of this Agreement and that should any obligations or, to the contrary, any rights arise to them under this Agreement, they accept them without reservations.

For the Buyer:

In Turnov on the day of: 2019

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Dr. Jindřich Houžvička, CEO

CRYTUR, spol. s r.o.

For the Seller:

In on the day of: 2019

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