

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

Banking details: Komerční banka, a.s., branch Turnov  
Account number: 27-7788590287/0100

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

and  
company identification 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 delivery:  
“**Polishing Machine for Precision Flat Surfaces** “  
for a project registered under number: **CZ.01.1.02/0.0/0.0/20\_338/0023762 Pokročilé  
výrobní technologie (Advanced Production Technologies )** 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 delivery of Polishing Machine for Precision Flat Surfaces it is understood as the delivery of the device including accessories, as specified in the Tender Documents.

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 delivery on the day of the 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 on the name of the Buyer.

### **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 Polishing Machine for Precision Flat Surfaces is 6 months after signing the Purchase Contract. The place of performance is the premises of CRYTUR, spol. s r.o., Na Lukách 2283, 511 01 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. The seller explicitly declares that in case of failure to prove any parameter required by the tender documentation within 30 days after delivery of the machine, the customer is entitled to cancel the contract without compensation with a contractual penalty of 10% of the contract value, and the seller is obliged to take the machine back. The proving obligation to achieve the required parameters is up to the seller.

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.

### **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 first down payment shall be maximally 60% based on the order. The Seller shall send a tax document related to the received advance payment within 14 days after payment.

6.2. The remaining payment will be made on the basis of the issued invoice at the earliest before sending the Goods to the Buyer. The final invoice will have all the elements of a tax document.

## **VII. Product Warranty**

7.1. The Seller shall take over warranty for the goods for 12 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 not 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. If one of the parties encounters facts, preventing the proper performance of the Agreement, it is obliged to immediately notify without undue delay the other party and initiate the negotiations of representatives of the Buyer and the Seller.

8.3. If either party wants to withdraw from this Agreement on the basis of the provisions hereunder, it shall be obliged to notify the other party in writing of the withdrawal, indicating the date on which it withdraws from the Agreement. In addition, the withdrawal must state the reason for which the party withdraws and the exact quote of the subsection of the Agreement that entitles it to such a step, or provisions of law, to which the withdrawing party refers to. Without these elements the withdrawal shall be invalid.

## **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: ..... 2022

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**Dr. Jindřich Houžvička, CEO**

CRYTUR, spol. s r.o.

**For the Seller:**

In ..... on the day of: ..... 2022

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