

Purchasing contract acc. to provisions of the Act no. 89/2012 Coll., Civil Code

(hereinafter as "Contract")

CONTRACTUAL PARTIES

Company:	Zirkonzahn GmbH
Seated in:	An der Ahr 7, I-39030 Gais, Italy
Represented by:	Julian Steger
Registration in the Business Index:	32.50.2.
ID.no.:	IT02376910218
Tax reg. no.:	IT02376910218
Bank account:	Banca Popolare dell'Alto Adige, IBAN IT35N0585658240010570006661 BIC/SWIFT BPAAIT2B010

(hereinafter as "Seller")

Company:	Dental komplement s.r.o.
Seated in:	Sportovců 2457, 272 01 Kladno
Represented by:	Ing. Kristýna Hrdličková
Registration in the Business Index:	Municipality Court in Prague, no. C 200632
ID.no.:	242 31 657
Tax reg. no.:	CZ24231657
Bank account:	Komerční banka, a.s. 107-3560380287/0100

(hereinafter as "Buyer")

Article 1 - Contract subject matter

- 1) Based on this Contract, the Seller undertakes to deliver to the Buyer equipment of a dental laboratory consisting of a laboratory CAD/CAM system for manufacturing of dentures (hereinafter as "Goods") as well as pieces of equipment as per the specification in the Seller's bid that was chosen as the winning bid in the public tender named "CAD/CAM technology – equipment of a dental laboratory" that was announced by the Buyer. The public bid was announced as a public tender of a small extent.
- 2) The subject matter of this Contract is co-financed from means of the European Fund for Regional Development of the Integrated operational programme. Name of the project: Dental laboratory and educational centre of CAD/CAM technology – Kladno, project registration no.: CZ.1.06/3.1.02/08.08464.
- 3) The technical specification of the goods forms the Annex no. 1 to this Contract.

Article 2 - Purchasing price

- 1) The Buyer undertakes to pay to the Seller the purchasing price for the goods, under conditions specified in this Contract. The total purchasing price of the goods amounts to 66.000 EURO without VAT. The mentioned price includes all costs for the transport, installation, training of the Buyer's personnel, insurance of the delivery against all relevant risks up to the moment of takeover of the goods by the Buyer, and possibly other costs connected with handover of the goods or its installation, except the costs that will be charged to the Buyer as specified in this Contract.
- 2) The purchasing contract specified in par. 1), can only be exceeded upon a written supplement to this Contract, signed by representatives of both contractual parties and only in case that the regulations quoting the VAT rate, relating to the goods as per subject matter of this Contract, are changed.

Article 3 – Payment conditions

- 1) Payment for delivery of the goods will be made upon a tax document (invoice) issued by the Buyer, after handover of the goods for use (after signature of the completion certificate).
- 2) The invoice shall include all necessities specified by Act no. 235/2004 Coll. on the Value Added Tax, as amended later. In case that the invoice will not include all the necessities, the Buyer is entitled to return it back to the Seller for completion. In such case the course of the due date is interrupted and the new due date starts by the day of delivery of such completed invoice to the Buyer.
- 3) The invoice shall also include the information that the project is co-financed from the Integrated operational programme, i.e. it shall be provided clearly with the following:
 - project name: Dental laboratory and educational centre of CAD/CAM technology – Kladno;

- project reg. no. – CZ.1.06/3.1.02/08.08464;
 - EDS identification no. as follows: 113D34B000338;
 - text: The project is co-financed from means of the Integrated operational programme.
- 4) The tax document due date is set to 30 calendar days from the day of its delivery to the Buyer.
 - 5) The payments shall only be executed in CZK; all the mentioned prices are also in CZK.
 - 6) For purposes of this job, the invoice is deemed as paid by the moment when the invoiced amount is deducted from the Buyer's bank account.
 - 7) The Buyer does not accept any advance payments.

Article 4 – Delivery term and place of fulfilment

- 1) Delivery term: within 6 weeks from signature of this Contract.
- 2) A time schedule of delivery, installation and assembly and training of the Buyer's personnel will be detailed according to the Buyer's requirements and Seller's possibilities.
- 3) The Seller undertakes to deliver the goods to the address: Sportovců 2457, 272 01 Kladno (hereinafter as "workroom")

Article 5 – Installation of the goods and training of the Buyer's personnel

- 1) Costs for transport, installation and assembly and training of the Buyer's personnel are included in the price of the goods. Installation of the goods incl. its transport to the place of installation is provided by the Seller.
- 2) The Buyer is fully responsible for suitable place of installation of the goods in the workroom and for its proper readiness. The Buyer shall also provide connection of the items by cables of necessary lengths and dimensioned for the mains parameters as well as for power demands of individual components and connection to other energies as per the agreed specifications.
- 3) A completion certificate will be issued as a certification on completion of installation works and signed by the Seller and Buyer.
- 6) After signature of the completion certificate the Seller undertakes to start training of the Buyer's personnel without any delay. The Buyer undertakes to deliver a printed list of Buyer's workers that participated in the training as mentioned in this paragraph, within 10 days after the training is completed.
- 8) The Seller is not responsible for any damages caused by unqualified interventions or interventions by unqualified persons in the course of training of the personnel.

- 9) The contractual parties agreed that installation and warranty servicing on the goods will only be executed by the Seller's or Buyer's servicemen or external technicians authorised in writing by the Seller (e.g. by the manufacturer's technicians).
- 10) In case of an intervention of an unauthorised person within the warranty period any later claim is not accepted and the repair will be fully charged.

Article 6 – Defects of the goods and warranty period

- 1) The goods is covered by a 24 month warranty period beginning from the date of putting the equipment into operation and confirmed by signatures of the completion certificate. Any possible claims will only be settled by the Seller's representatives.
- 2) Warranty conditions:
- Installation and assembly of the goods, training of the Buyer's personnel performed by the Seller's technicians, or by persons provided contractually by the Seller (necessary proof on the training after installation, with name of the trained persons);
 - Warranty servicing may only be performed by the technicians authorised to perform warranty repairs.
- 3) The warranty does not cover:
- Normal wearing of components (i.e. wearing that does not impair functioning of the goods and does not cause impairment of technical parameters when the manufacturer's technical specifications are not achieved);
 - Consumable parts;
 - Damages caused by third parties and damages caused by unqualified handling or non-trained personnel;
 - Faults caused by failure in proper maintenance and operation of the goods according to the goods instruction manuals;
 - Damages caused by placing the goods in unsuitable environment;
 - Damages of the goods caused by a natural disaster;
 - Damages caused by foreign components installed into the particular piece of equipment.

The Seller provides warranty and post-warranty servicing including deliveries of spare parts.

Article 7 – Service conditions within the warranty period

- 1) Servicing is performed upon reporting the fault (by telephone, fax, e-mail or personally). In case the fault cannot be remedied after a telephone consultation, a Seller's technician arrives within 48 hours in working days, within 72 hours out of the working days.

Article 8 – General delivery conditions

- 1) A risk of any damage to the goods passed on to the Buyer at the moment of delivery of the goods to the address of the Buyer's workroom and after its placing by the Buyer to the place of destination. The defect on the goods that arises after passing the risk on the Buyer has no effect to the Buyer's liability to pay the purchasing contract.
- 2) The contractual penalty for delayed delivery of the goods than as set in Art. 4 of this Contract is 0.1% of the price of the goods without VAT for each even commenced day of such delay.
- 3) The supplier shall archive properly all documentation and accounting documents connected with fulfilment of this job and enable access to these documents at least to the year 2021.
- 4) The supplier shall provide the required information and documentation relating to fulfilment of the job to the employees or assignees of the authorised bodies (MPSV, CRR, MMR, MF, EK, European Accounting Court, NKÚ, FÚ and other authorised state administration bodies) and shall create to the above mentioned persons conditions to execute controls relating to realisation of the job and provide them with proper cooperation during such controls, at least for a period of 10 years from the day of completion of final evaluation of the particular project.
- 5) The supplier agrees to publish the text of the concluded Contract, including its annexes, possible amendments and supplements.
- 6) The supplier undertakes to observe the Article 9 of the EC Committee directive no. 1828/2006, thus to observe rules of mandatory publicity according to the Manual.
- 7) The Buyer reserves the right to modify after a mutual agreement other parts of the Contract draft. Such modification may not change any evaluated parameters and the provisions that could affect the circle of potential suppliers on the public tender job.

Article 9 – Withdrawal from the Contract

- 1) In case of a delay in delivery of the Contract subject matter by more than 30 days after the term as set in Article 4, par. 1 of this Contract, the Buyer is entitled to withdraw from this Contract without any sanctions imposed by the Seller.
- 2) Further, the Buyer has the right to withdraw from the Contract if the Seller let expired unsuccessfully the additional term, provided by the Buyer to him for repairs or substitutive deliveries due to a fault for which the Seller is responsible in terms of the delivery conditions. The Buyer's right to withdraw from the Contract is also valid in cases of unsuccessful repairs or substitutive deliveries by the Seller.
- 3) Withdrawal from the Contract is also settled by the respective provisions of Act no. 89/2012 Coll. Civil Code.

Article 10 – Closing provisions

- 1) The Contract comes into effect in case of approval of the Decision on granting a subsidy/Setting of expenditures for the project CZ.1.06/3.1.02/08.08464 placed within scope of the Integrated operational programme, project name: Dental laboratory and educational centre of CAD/CAM technology – Kladno.
- 2) Seethe Seller agrees to publish the information given in the Contract as in Act no. 106/1999 Coll. on free access to information, as amended later, particularly to publish the Contract as in provisions of sect. 147a of Act no. 137/2006 Coll. On public tenders, as amended later.
- 3) The Seller is obliged to enable a check of the expended means, resulting from Act no. 320/2001 Coll. On a financial control in public administration, and on amendments of some acts, as amended later.
- 4) The Seller is obliged, during the period of realisation of the project and at least 10 years from the day of approval of the final evaluation of the action (completion of the project), to enable a control of the project, provide the required information relating to its realisation and provide cooperation and documentation to employees or assignees of the authorised bodies (Ministry of Labour and Social Affairs, Centre for Regional Development of the CR, Ministry for Local Development, Ministry of Finances, European Commission, European Accounting Court, The Supreme Control Office, the respective financial office and other authorised state administration bodies); he is also obliged to create to the above mentioned bodies conditions relating to realisation of the project, keep documents connected with realisation of the job (particularly the placed bid, accounting documents, the Contract incl. its supplements and documents mentioned in it) for the entire mentioned period.
- 5) The Seller shall observe in his contracts and other documents the Article 9 of the EC Committee directive no. 1828/2006 concerning to publicity, particularly use of EU symbols, link to the particular fund and declarations of the managing body.
- 6) In case any provision of this Contract becomes void, all other provisions remain unaffected. The inefficient provision shall be replaced by the provision that corresponds or is as close to the original intent in the economic view.
- 7) The Contract is made in two copies; each party receives one copy.
- 8) The Contract comes into force by the day of its signature by the contractual parties. Any amendment to this Contract is only valid if made in writing, in form of numbered supplements and after its signature of both contractual parties.

Gais, on 04.02.2015

Kladno, on 4.2.015

ZAHN SRL
"In der Au" 7
13 (32)
3910218
Bozno

Julian Steger

Ing. Kristýna Hrdličková

Dental komplement s.r.o.
Sportovců 2457
272 01 Kladno
IČ: 242 31 657

Annexes:

Annex no. 1 – Technical specification of the goods to be delivered

Technical Data

Scanner S600

Technical data - Scanner S600

- Movement axes	2
- overall height	693 mm
- Depth	530 mm
- Width	477 mm
- Weight	68 kgs
- Front plate weight	5 kgs
- Front plate glass (glass lining)	Hardened Sicurit glass UNI ISO 12150
- Operating voltage	230 V (115 V)
- Power input	0,9 A (1,9 A)
- Power capacity	200 W
- Frequency	50 Hz (60 Hz)
- Mains net fuse	6,3 A (fast)
- Control voltage	24 V
- Stepping motors	24 V, 1,2 A
- Noise level	55 dBA
- Illumination	Projector light source

Functional description of the equipment and identification of the components

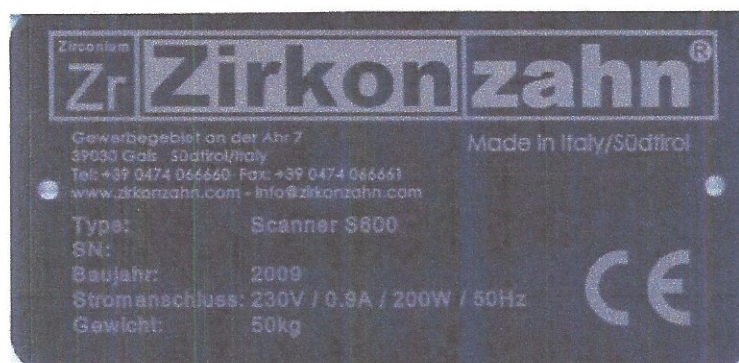
The scanner type S600 works based on object imaging by scanning the object using the strip-light-projection. The image capture is done with two cameras.

In order to protect the mechanical, optical and electronic components from damage, they are arranged in a sturdy tubular frame structure which is vibration-dampened by rubber buffers and enclosed at four surfaces with special glass and at the rear side with a metal panel.

Follow strictly the above mentioned instructions during transport, installation, connection and first start-up of the system.

Device ID plate

The Device ID plate of the Scanner S600 is attached on the rear of the equipment.



Milling Unit M5

Technical data of the milling unit M5

- Processing axes	5
- Milling unit overall height	690 mm
- Milling unit depth	530 mm
- Milling unit width	1232 mm
- Milling unit weight	210 kgs
- Front plate weight	12 kgs
- Front plate glass	Hardened Sicurit glass UNI ISO 12150
- Electrical power	600 W
- Operating voltage	230 V (115 V)
- Power input	2,6 A (5,5 A)
- Frequency	50 Hz (60 Hz)
- Mains net fuse	6,3 A (fast)
- Control voltage	24 V
- Stepping motors	24 V 1,2 A

- Chuck	Ø 3 mm
- Spindle speed	Standard version: max. 45.000 R.p.m. High-speed spindle: max. 110.000 R.p.m.
- Spindle motor	100 W
- Block diameter	Ø 95 mm
- Milling area max.	5675 mm ²
- Milling depth max.	30 mm
- Stand-by operation	82 W
- Operation during milling cycle	130 W
- Milling cycle with Dust Extraction Unit (Renfert) level 1	590 W
- Milling cycle with Dust Extraction Unit (Renfert) level 9	1102 W
- Noise level at max. spindle speed no-load operation:	< 66 dBA
- Equipment illumination	> 250 Lux

Functional description of the equipment and identification of the components

The milling system M5 is conceived for 5 axes processing with up to 5 milling spindles. The CNC control data of the cutting paths are generated by the CAM system.

In order to protect them from damage, the mechanical, pneumatic and electronic components are arranged in a sturdy tubular frame structure which is vibration-dampened by rubber buffers and enclosed on four surfaces with special glass and at the rear side with a metal panel.

Only use Zirkonzahn original burs with a 3 mm shank diameter and a length of 57 mm!

Device ID plate

The Device ID plate of the Milling system M5 is attached on the rear of the equipment.



IEC SYSTEM FOR MUTUAL RECOGNITION OF TEST CERTIFICATES
FOR ELECTRICAL EQUIPMENT (IECEE) CB SCHEME

SYSTEM CEI D'ACCEPTATION MUTUELLE DE CERTIFICATS D'ESSAIS
DES EQUIPEMENTS ELECTRIQUES (IECEE) METHODE OC

CB TEST CERTIFICATE

CERTIFICAT D'ESSAI OC

Product

Dental milling machine

Produit

Name and address of the Applicant

Zirkonzahn GmbH

Nom et adresse du demandeur

An der Ahr, 7

39030 GAIS

Italy

Name and address of the manufacturer

Zirkonzahn GmbH

Nom et adresse du fabricant

An der Ahr, 7

39030 GAIS

Italy

Name and address of the factory

Zirkonzahn GmbH

Nom et adresse de l'usine

An der Ahr, 7

39030 GAIS

Italy

Rating and principal characteristics

100-240 VAC, 50-60 Hz, 600 W, class I, IP20

aleurs nominales et caractéristiques principales

Trademark (if any)

ZIRKONZAHN

Marque de fabrique (si elle existe)

Type of manufacturer's Testing Laboratories used

Type de programme de laboratoire d'essais constructeur

Model / Type Ref.

Milling machine M1, Milling machine M5

Réf. de type

Additional information (if necessary may also be reported on page 2)

Conditions of acceptability :

Les informations complémentaires (si nécessaire, peuvent être indiquées sur la 2ème page)

1. The maximal acceptable operating temperature is +30°C.

2. The EUT has to be reliable connected to ground.

3. Manual checked in English; for placing the product on the market in Germany, it should be in German language.

A sample of product was tested and found to be in conformity with IEC

61010-1(ed.3)

Un échantillon de ce produit a été essayé et été considéré conforme à la CEI

National differences / Comments

CA, CH, JP, US

Les différences nationales / Commentaires

As shown in the test report Ref. No. which forms part of this certificate

G2H20001

Comme indiqué dans le rapport d'essais numéro de référence qui constitue partie de ce certificat

This CB Test Certificate is issued by the National Certification Body:

Ce Certificat d'essai OC est établi par l'Organisme National de Certification

SGS Belgium NV - Division SGS CEBEC

Riverside Business Park Avenue Internationale laan 55 Build. D B - 1070 Brussels, Belgium

SGS

CEBEC

Date: 2014-02-11

Signature: Calogero LANA

Calogero LANA

IEC SYSTEM FOR MUTUAL RECOGNITION OF TEST CERTIFICATES
FOR ELECTRICAL EQUIPMENT (IECEE) CB SCHEMESYSTEM CEI D'ACCEPTATION MUTUELLE DE CERTIFICATS D'ESSAIS
DES EQUIPEMENTS ELECTRIQUES (IECEE) METHODE OC

CB TEST CERTIFICATE

CERTIFICAT D'ESSAI OC

Product

Oven

Produit

Name and address of the Applicant

Zirkonzahn GmbH

Nom et adresse du demandeur

An der Ahr 7

39030 GAIS

Italy

Name and address of the manufacturer

Zirkonzahn GmbH

Nom et adresse du fabricant

An der Ahr 7

39030 GAIS

Italy

Name and address of the factory

Zirkonzahn GmbH

Nom et adresse de l'usine

An der Ahr 7

39030 GAIS

Italy

Rating and principal characteristics

210-240 VAC; 100-130 VAC, class I, IP20, 50-60 Hz

Valeurs nominales et caractéristiques principales

Type 600 V3 : max. 800 W

Types V700 and V700 Vacuum : max. 2300 W

Trademark (if any)

ZIRKONZAHN

Marque de fabrique (si elle existe)

Type of manufacturer's Testing Laboratories used

Type de programme de laboratoire d'essais constructeur

Model / Type Ref.

600 V3, V700, V700 Vacuum

Réf. de type

Additional information (if necessary may also be reported on page 2)

Les informations complémentaires (si nécessaire, peuvent être indiquées sur la 2ème page)

Conditions of Acceptability :

1. The system is to be installed, switched on and maintained only by suitably trained and qualified personnel in accordance with the installation instructions provided with the EUT.
2. The ambient temperature range of +5°C to +40°C and maximum relative air humidity of 80% at 31°C.
3. The EUT should be operated up to 2000m above sea level.
4. The electric circuit of the EUT must have an earthed circuit breaker (ELCB) with a maximum differential current of 30 mA.
5. Manual checked in English; for placing the product on the market in Germany it should be in German language.

A sample of product was tested and found to be in conformity with IEC

Un échantillon de ce produit a été essayé et été considéré conforme à la CEI

61010-1(ed.2)

61010-2-010(ed.2)

National differences / Comments

Les différences nationales / Commentaires

CA, CH, JP, US

As shown in the test report Ref. No. which forms part of this certificate

Comme indiqué dans le rapport d'essais numéro de référence qui constitue partie de ce certificat

H0QZ0002 and H0QZ0003

This CB Test Certificate is issued by the National Certification Body:

Ce Certificat d'essai OC est établi par l'Organisme National de Certification

SGS Belgium NV - Division SGS CEBEC

Riverside Business Park Avenue Internationalelaan 55 Buid, D B - 1070 Brussels, Belgium

SGS

CEBEC

Date: 2014-09-10

Signature: Calogero LANA

10. TECHNICAL DATA

SINTERING FURNACE 700

Sintering Furnace „Zirkonofen“ 700 - 230V equipment

Max. power consumption of the control device	2300 W
Mains voltage	220-240V Alternating voltage 50Hz
Temperature range	up to 1700°C
Weight Sintering Furnace	97 kg

Sintering Furnace „Zirkonofen“ 700 - 120V equipment

Max. power consumption of the control device	2300 W
Mains voltage	110-130V Alternating voltage 60 Hz
Temperature range	up to 1700°C
Weight Sintering Furnace	97 kg

SINTERING FURNACE 700 VACUUM (with 4 heating elements)

Sintering Furnace „Zirkonofen“ 700 Vacuum - 230V equipment

Max. power consumption of the control device	2300 W
Mains voltage	220-240V Alternating voltage 50Hz
Temperature range	up to 1700°C
Weight Sintering Furnace	117 kg

Sintering Furnace „Zirkonofen“ 700 Vacuum - 120V equipment

Max. power consumption of the control device	2300 W
Mains voltage	110-130V Alternating voltage 60 Hz
Temperature range	up to 1700°C
Weight Sintering Furnace	117 kg