

## Buying contract

**NÁRODNÍ ÚSTAV DUŠEVNÍHO ZDRAVÍ/ NATIONAL INSTITUTE OF MENTAL HEALTH,**

state-funded institution

Identification number: 00023752

Registered office: Topolová 748, 250 67 Klecany, Czech Republic

Represented by Mr. prof. MUDr. Cyril Höschl, DrSc. FRCPsych, director

(hereinafter referred to as **“Buyer”**)

and

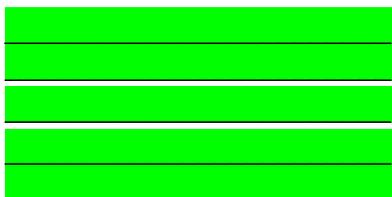
Competitor:

Identification number:

Tax identification number:

Registered office:

Represented by:



(hereinafter referred to as **“Seller”**)

Concluded, on this day, in accordance with the provision of Article 2079 and the subsequent Act No. 89/2012 Coll., Civil Code, as amended, this buying contract.

**I.**  
**Subject matter of the contract**

- 1.1.** Subject of the sale in accordance with this contract is Electrophysiological *in vivo* single cell system for laboratory animals (rat, mouse) and its accessories, specified in more detail in the appendix no. 1 of this contract (hereinafter referred to as “**Subject of the sale**”).
- 1.2.** Under this contract, the Seller agrees to transfer the Subject of the sale, specified in the Clause I, subsection 1.1 of this contract, or more precisely in the appendix no. 1 of this contract, to the Buyer and the Buyer accepts the ownership of the Subject of the sale at the purchase price agreed below.
- 1.3.** The Seller commits himself to deliver the Subject of the sale as new, unused, without factual or legal defects. The Seller also declares that by delivering it, he is not in breach of any rights third persons may have to the patent or other forms of intellectual property as he is the exclusive owner of Subject of the sale, has the right to handle it without restraint, and therefore also the right to transfer its ownership to the Buyer legitimately by this contract. Moreover, the Seller declares the Subject of the sale complies with the technical, hygienic, humane, safety and other standards in accordance with the European Union regulations and meets the requirements laid down by the legal regulations of the Czech Republic, the harmonized Czech technical standards and other Czech technical standards related to the subject matter of delivery.

**II.**  
**Purchase cost and terms of payment**

- 2.1.** Contracting parties agreed on the purchase cost of the Subject of the sale amounting to:  
\_\_\_\_\_ EUR exclusive of VAT,  
\_\_\_\_\_ EUR VAT,  
\_\_\_\_\_ EUR inclusive of VAT.
- 2.2** In accordance with the Clause II, subsection 2.1 of this contract, the purchase cost includes all costs related to meeting the obligation of the Seller pursuant to this contract, and concerned here are especially:
- a) delivery of the Subject of the sale to the place of delivery, that is to the NUDZ building in Klecany, Czech Republic;
  - b) instruction of two members of the Buyer’s staff;
  - c) handing over documentation necessary for receipt and use of the Subject of the sale (for example the user documentation, manuals, documentation needed for exercising warranty rights, declaration about compliance of the device with approved standards);

- d) removal and disposal of all packaging and other materials used during the fulfilment of delivery, in accordance with the relevant provisions of the Act No. 185/2001 Coll., on waste and on amendment to some other laws;
- e) full maintenance during the 2 (in words: two) year warranty period (repairs, spare parts and components, transport cost and the like);
- f) full post-warranty maintenance carried out for the period of further 5 (in words: five) years after the warranty period has ended;
- g) providing phone technical support in the Czech on weekdays on phone number \_\_\_\_\_ or via e-mail: \_\_\_\_\_, with a response max. 48 (in words: forty-eight) hours of reporting requirement to consult.

**2.3 The purchase price will be paid by Buyer to the Seller after the due delivery of the Subject of the sale for the use of the Buyer in accordance with the conditions established by this Clause and by the Clause III, subsection 3.2 of this contract.**

The due delivery will be confirmed by the Record of the due delivery of the Subject of the sale (hereinafter referred to as “**Record**”). As well as being a condition of the due delivery, a written consenting statement issued by the contracting parties in order to confirm the Seller had also complied with all terms pursuant to the Clause II, subsection 2.2, a) to d) of this contract, is an integral part of the Record of due delivery.

The purchase price will be paid after the due delivery of subject of the sale on the basis of a tax document – an invoice, issued by the Seller. The invoice will be issued by the Seller after the delivery of subject of the sale, that is in accordance with the conditions established by this Clause and by the Clause III, subsection 3.2 of this contract.

The invoice shall be payable within 30 (in words: thirty) days from the day on which the invoice is delivered to the Buyer; the invoice, however, shall not become payable before the conditions of the due delivery established by this contract are met.

**2.7 The invoice – tax document – must include above all:**

- a) business name and registered office of the Buyer
- b) VAT identification number of the Buyer
- c) business name and registered office of the Seller
- d) VAT identification number of the Seller
- e) registration number of the tax document
- f) scope of fulfilment of the contract and subject matter of the contract
- g) date of issue of the tax document
- h) date of taxable supply or date of the receipt of payment, that is, the earlier day in the event that it differs from the date of issue of the tax document
- i) price for performance of the subject matter of the contract

as well as all legal essentials established by the provision of the Article 28 of the Act No. 235/2004 Coll., on the value added tax, as subsequently amended.

Unless expressly stated otherwise, all prices specified in this Agreement are quoted without applicable value added tax (VAT) that shall be charged by the Seller in compliance with applicable regulations valid as of the date of the taxable transaction.

**The obligation of VAT calculation and return for the delivered goods in Czech Republic pertains to Buyer.**

### **III.**

#### **Delivery of the subject matter of the contract**

- 3.1.** Place of delivery is the NUDZ building in Klecany.
- 3.2.** The contracting parties agreed that the delivery of subject of the sale will take place, at the latest, within the period of 3 (in words: three) weeks from the day of conclusion of this contract, and the Seller commits himself to start the process of delivery immediately after conclusion of the contract and to proceed without undue delay. Delivery of the subject of the sale includes all actions specified in the Clause II, subsection 2.2, a) to d) of this contract. The delivery shall be recorded in writing and the Record signed by representatives of both contracting parties. The Buyer is entitled to refuse to sign this Record if the subject of the sale shows defects or, as the case may be, all actions established by the Clause II, subsection 2.2, a) to d) of this contract were not properly carried out, or the flawless functioning of the subject of the sale failed to be achieved regardless of the fact that all these actions were properly carried out.
- 3.3.** Delivery of the subject of the sale in accordance with the Civil Code is to be understood as its due delivery pursuant to the Clause III, subsection 3.2 of this contract, confirmed by the written Record signed by authorised representatives of both contracting parties.
- 3.4.** The ownership of the subject of the sale is passed to the Buyer as soon as the advance payment specified in the Clause II, subsection 2.3 of this contract is paid, and the risk of damage to the subject of the sale is passed to the Buyer by signature of the Record in accordance with the Clause II, subsection 2.6 and Clause III, subsection 3.2 of this contract.

### **IV.**

#### **Product liability and contractual conditions of guarantee**

- 4.1.** The Seller gives the Buyer an explicit assurance that the Subject of the sale has no defects and is suitable for the specified use, that is for research purposes. At the same time, the Seller declares the qualities of the Subject of the sale meets the requirements of the Buyer and that he has an understanding of these requirements.
- 4.2.** The Seller is liable to the Buyer for any losses and damages the subject of the sale incurs as a result of the breach of obligations arising from the generally binding legal regulations, this contract, technical standards (including advisory) and by commonly observed business practices on the part of the Seller.

- 4.3.** Pursuant to this contract, the Seller agrees to offer contractual warranty for the subject of the sale for the period of 2 (in words: two) years from the day of the due delivery of the Subject of the sale, that is from the day the written Record was signed by the representatives of both contracting parties in accordance with the Clause II, subsection 2.6. and the Clause III, subsection 3.2 of this contract.
- 4.4** The Seller warrants to the Buyer the Subject of the sale delivered to the Buyer will, for at least 2 (in words: two) years, be capable to be utilised for its usual purpose, as well as other properties characteristic for this subject of the sale. The warranty period begins on the day of signature of the Record of handing over of the Subject of the sale for the use of the Buyer.
- 4.5.** In the event that defect occurs in the Subject of the sale during the warranty period, the Buyer shall inform the Seller about this. The Seller commits himself to rectify the defect in question within the period of 20 (in words: twenty) days from the day it was reported. The occurrence of irreparable defect will always be treated as a fundamental breach of contract and in such case the Buyer is entitled to have the Subject of the sale replaced with a new Subject of the sale; if this is not possible, the Buyer is entitled to a reduction of the purchase price or has the right to withdraw from the contract. In accordance with this contract, a defect is considered irreparable if this defect was not rectified within the period of 20 (in words: twenty) days from the day the defect had been reported. The Seller undertakes to start repairing the defect in Subject of the sale reported by the Buyer within 3 working days at the latest after the notification.
- 4.6.** For the period of at least 5 (in words: five) years from the day of signature of the Record of delivery of the Subject of the sale, the Seller commits himself to carry out for the Buyer repairs outside warranty, and subsequently provide post-warranty service, including supplies of the Subject of the sale spare parts.
- 4.7.** The warranty period is not running during the time the Buyer is unable to use the Subject of the sale fully as a result of the defect.
- 4.8.** Claims based on defects of the Subject of the sale do not affect the claim for damages or the entitlement to a contractual fine.

## **V. Sanctions**

- 5.1.** Contracting parties bear responsibility for losses incurred within legal regulations in force and this contract. Contracting parties commit themselves to make the utmost effort to prevent losses and to minimise incurred losses.
- 5.2.** In case of delayed delivery of the Subject of the sale in accordance with the terms established by the Clause II, subsection 2.6. in conjunction with the Clause III, subsection 3.2. of this contract, the Seller is obliged to pay the Buyer a contractual fine amounting to 100 EUR for each new day of the delay.

- 5.3. In case the Seller fails to meet the time limit for rectification of defects, about which the Buyer complained in a proper manner in the warranty period, the Seller will pay the Buyer a contractual fine amounting to 100 EUR for each calendar day of the delay.
- 5.4. Pursuant to this contract, contractual fines are payable within the period of 3 days from the day of delivery of notice from the rightful party to the liable party called upon to pay.
- 5.5. In accordance with this contract, the Buyer has the right to set the contractual fine off the payment due to the Seller.
- 5.6. The obligation to pay the contractual fine does not affect the claim for damages, which is paid in full, irrespective of the sum the contractual fine is amounting to. Payment of the contractual fine does also not affect the liability of the Seller to comply with the obligations arising from this contract.

## **VI. Withdrawal from the contract**

- 6.1. Withdrawal is possible in cases established by this contract or by the law. For the purposes of this contract, the contracting parties exclude the application of provisions of the Section 2111 and the Section 2112 of the Civil Code.
- 6.2. The Buyer is entitled to withdraw from the contract if:
  - a) the Seller delays the delivery of the Subject of the sale;
  - b) the delivered Subject of the sale does not have the properties specified by this contract;
  - c) the Buyer finds out the Seller is failing to fulfil or, with regard to all circumstances, will objectively be unable to fulfil his obligations in accordance with this contract properly and in time;
  - f) in case the Purchase price will not become payable within 31. 12. 2017 at the latest;
  - g) in case of fundamental breach of contract by the Clause IV, subsection 4.5. of this contract.
- 6.3. The Seller is entitled to withdraw from this contract only in case the Buyer delays the payment of the purchase price past its due date, when the Buyer is late with the payment notwithstanding the written notice by the Seller, which will explicitly inform the Buyer the purchase price was not paid and about the possible consequences of this, but only provided at least 90 (in words: ninety) days elapsed from the due date of the tax document and, at the same time, at least 10 (in words: ten) working days from the day of delivery of a written notice about the possibility of withdrawal from this contract.
- 6.4. Withdrawal from the contract must be made in writing and delivered to the other contracting party, the withdrawal becoming effective on the day of delivery of the written notice. Issues arising from the withdrawal from the contract are governed by relevant provisions of the Civil Code.

## **VII.**

### **Communication between the contracting parties**

- 7.1.** By written form of communication is understood the delivery by personal service, delivery by hand, recorded delivery letter, fax message and message sent by means of electronic mail and signed with verified electronic signature. By addresses for delivery of documents in writing are understood the addresses of the contracting parties indicated in the heading of this contract. In case of a change of address for delivery of documents in writing, it is necessary to inform the other contracting party in writing about this without undue delay.
- 7.2.** In addition, the contracting parties hereby agree that in cases when the communication between the contracting parties will take place in the form of e-mails, the individual e-mail messages will be sent to the e-mail addresses of contracting parties indicated in the Clause VII, subsection 7.4. of this contract.
- 7.3.** The contracting parties hereby also agree that an e-mail message will be regarded as delivered provided the other contracting party will acknowledge its receipt or, as the case may be, will answer this message in the same manner within three (3) days after its sending. Failing that, the e-mail message will be regarded as not delivered and the other contracting party, that is the sender, will be bound to send the other contracting party, at its expense, a corresponding communication in the form of the recorded delivery letter, without undue delay, by means of the licenced postal service provider.
- 7.4.** For the purposes of electronic communication, the contracting parties designate the following e-mail addresses:

Buyer:

[REDACTED]

Seller (Competitor):

[REDACTED]

## **VIII.**

### **Other provisions**

- 8.1.** V In accordance with the Section 2 (e) of Act No. 320/2001 Coll. on financial inspection in public administration, as amended, the Seller is under obligation to cooperate in carrying out financial inspection and lay potential subcontractors under an equivalent obligation accordingly.

## **IX.**

### **Final provisions**

- 9.1.** This contract shall enter in to force and shall take effect on the day of signature by the last participant in this contract. Any changes and amendments to this contract, as well as, as the case may be, the termination of this contract must be made in writing.

- 9.2. Issues, which are not amended by this contract are governed by the Czech law, in particular by the Act No. 89/2012 Coll, Civil Code, as amended.
- 9.3. All appendices of this contract constitute its integral part.
- 9.4. In case of a dispute, both contracting parties above all undertake to attempt to settle the dispute amicably, in case of a legal dispute, the case will be heard by competent court in accordance with the Act No. 99/1963 Coll, Civil Procedure Rules.
- 9.5. This contract is executed in four copies and each contracting party shall receive two counterparts.

Appendices:

Appendix no. 1 – specifications of the subject matter of buying contract

V Klecany / In Klecany

V [redacted] / In [redacted]

.....  
**Národní ústav duševního zdraví**  
příspěvková organizace  
zast. prof. MUDr. Cyrilem Höschlem, DrSc. FRCPsych, ředitelem

.....  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_