



## PURCHASE CONTRACT

entered into within the meaning of Section 2079 of Act No. 89/2012 Coll., the Civil Code (hereinafter the "Civil Code") on the day, month and year specified below and under the following conditions by and between the following parties:

### THE BUYER

**Name:** Brno University of Technology  
**Component part:** Institute of Forensic Engineering  
**Seat:** Purkyňova 464/118, 612 00 Brno  
**Represented by:** Assoc. Prof. Aleš Vémola, Ph.D., director  
**Id. No.:** 00216305  
**Tax Id. No.:** CZ 00216305  
**Contact person of the Buyer:**

- Ing. et Ing. Martin Bilík, [martin.bilik@usi.vutbr.cz](mailto:martin.bilik@usi.vutbr.cz), +420 54114 8908

and

### THE SELLER

**Name:** Ergoneers GmbH  
**Seat:** Wöhlerweg 9, 82538 Geretsried  
**Registration in the Commercial Register:** HRB4234  
**Represented by:** Dr. Roland Spies, Martin Wohlfarter  
**Id. No.:** HRB4234  
**Tax Id. No.:** DE245885920  
**Bank details:** Hallertauer Volksbank eG, IBAN: DE41 7219 1600 0009 6190 46

**Contact person of the Seller:**

Martin Polz telephone number: +49 8171 21624-26, e-mail: [polz@ergoneers.com](mailto:polz@ergoneers.com)

(hereinafter also jointly referred to as the "Parties")



### I. SUBJECT OF THE PURCHASE

- 1) The Subject of the Purchase hereunder is as follows: Device for tracking driver's behaviour, car and surroundings
- 2) The Subject of the Purchase is specified in more detail in the technical description which constitutes an integral part of this Contract as its Annex 1.
- 3) By virtue of this Contract, the Seller agrees to:
  - a) hand over the Subject of the Purchase to the Buyer pursuant to paragraph 1 and enable the Buyer to assume the ownership title to the Subject of the Purchase;
  - b) to perform the other obligations contained herein.and the Buyer agrees to take over the Subject of the Purchase and pay the purchase price.
- 4) The Seller and the Buyer further agree that, in addition to the above, the Seller is also obliged and agrees to:
  - a) deliver the Subject of the Purchase and perform its installation at the place specified by the Buyer;
  - b) fully integrate the Subject of the Purchase with the equipment of the building where it will be installed;
  - c) make the Subject of the Purchase fully functional and operational;
  - d) hand over the lists of individual items of the Subject of the Purchase,
  - e) train the operator and verify the function of the device.
  - f) provide technical support for at least the duration of the warranty

### II. PURCHASE PRICE

- 1) The Buyer agrees to pay to the Seller the purchase price in the amount of:

Purchase price excl. VAT	CZK 2.257.948,-
Amount of VAT in CZK	CZK _____
Purchase price incl. VAT	CZK _____

- 2) The Seller acknowledges that the Subject of the Purchase is paid from subsidies provided for realisation of the project **Operační program Výzkum, vývoj a vzdělávání** named **Rozvoj studijního prostředí na VUT (ROSTU na VUT)** reg. nr. **CZ.02.2.67/0.0/0.0/17\_044/0008532**.

### III. PLACE AND TIME OF PERFORMANCE

- 1) The Seller agrees to hand over the above-specified Subject of the Purchase to the Buyer not later than **6 weeks** over the entry into force of this Contract.  
  
The Seller will be considered to have met its obligation to hand over the above-specified Subject of the Purchase upon its takeover by the Buyer provided that the Buyer will deem it free of any defects.
- 2) At the same time, the Seller agrees that, with regard to the nature of the Subject of the Purchase, it shall demonstrably inform the Buyer sufficiently in advance (at least 2 business days) that it intends to hand over the Subject of the Purchase; otherwise, the Buyer is not obliged to take over the Subject of the Purchase. In case the Seller informs the Buyer in a timely manner pursuant to the preceding sentence, the Buyer agrees to permit the Seller an access to the place of performance.
- 3) The Seller agrees to hand over the Subject of the Purchase at the following place:



- **Brno University of Technology, Institute of Forensic Engineering, settled in Purkyňova 464/118, 612 00 Brno**
- 4) The Buyer represents that it is authorised to take over the Subject of the Purchase and sign the handover record:
- **Ing. et Ing. Martin Bilík, [martin.bilik@usi.vutbr.cz](mailto:martin.bilik@usi.vutbr.cz), +420 54114 8908**
- 5) The Seller acknowledges that the Buyer specifically requested the delivery of all the required documents for the Subject of the Purchase in accordance with Art. IV (3) of the General Purchasing Conditions of the University of Technology.

#### IV. QUALITY WARRANTY

The Buyer and the Seller agree that the Warranty Period for the Subject of the Purchase, as well as for each of its parts is 12 months from the date on which the Subject of Purchase was taken over by the Buyer free of any defects.

#### V. FINAL PROVISIONS

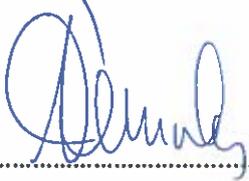
- 1) The following annexes form an integral part of this Contract:
- a) Annex 1 – Technical description of the Subject of the Purchase.
- The Parties agree that in case of any inconsistencies or contradictions, the Articles I. to VI. of the Contract take precedence over any annexes to the Contract. Furthermore, the Parties agree that in case of any inconsistencies or contradictions between individual annexes, the annex whose numerical designation specified in this paragraph is lower, shall prevail.
- 2) General Purchasing Conditions of the University of Technology, in the wording applicable as of the opening of the tender / selection procedure on the basis of which this Contract is concluded (hereinafter the "GPC") form part of this Contract. The GPC apply as terms and conditions within the meaning of Section 1751 of the Civil Code and provide for the rights and obligations of the Seller and the Buyer that are not specified herein. In this regard, in order to avoid any speculations, the Parties also declare and agree that in the GPC, any reference to "the Contract" shall mean this Contract. Both Parties simultaneously agree that in case the provisions of the Contract and the GPC differ, the Contract shall prevail. The GPC are available at: <http://vut.cz/vnp>, where, by its signature below, the Seller represents that it has become acquainted in detail with the text of the GPC and thus that the Seller is familiar with it.
- 3) The Seller is entitled to transfer all its rights and obligations hereunder to a third party only with a prior written consent of the Buyer. Section 1879 of the Civil Code shall not apply.
- 4) The Seller agrees to tolerate the publication of this Contract including any annexes by the Buyer pursuant to Section 219 of Act No. 134/2016 Coll., the Public Procurement Act.
- 5) By execution hereof, the Parties confirm that they are aware that this Contract is subject to publication pursuant to Act No. 340/2015 Coll., on the Contracts Register, as amended. Publication of the Contract shall be provided for by the Buyer.
- 6) If any of the provisions of this Contract becomes invalid or ineffective, this shall in no way prejudice other provisions hereof which shall remain valid and effective. In that case, the Parties agree to replace the invalid or ineffective provision by a new valid and effective provision which best corresponds to the originally intended purpose of the invalid or ineffective provision.
- 7) This Contract constitutes the entire agreement on its subject-matter, and contains all the arrangements that the Parties had to, and intended to, make in the Contract, and which they consider important for this Contract to be binding. No manifestation made by the Parties in negotiations on



this Contract or a manifestation made after the conclusion of this Contract may be construed at variance with explicit provisions of the Contract and shall not establish any obligation of any of the Parties.

- 8) This Contract has been drawn up in four original counterparts. Each of the Parties shall obtain two counterparts.
- 9) The Parties confirm that they have read this Contract before executing it and agree with its contents. In witness thereof, the Parties affix their respective signatures.

In Brno, on 18-06-2018



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Assoc. Prof. Aleš Vémola, Ph.D.,  
director

For the Buyer:

In Geretsried, on 18.06.2018



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Dr. Roland Spies  
Chief Executive Officer

For the Seller:



## TECHNICAL SPECIFICATION

of the Small scale public contract

### „Device for tracking driver’s behaviour, car and surroundings“

Device for tracking driver’s behaviour, car and surroundings <sup>1</sup>		
Device manufacturer	Ergoneers GmbH	
Trade name (or other device identification)	Vehicle Testing Enterprise Kit	
Requirement	Required value	Offered value
Recorder / Master Unit - Computer for synchronized collection of all data and their evaluation	power supply 230V AC and 12V DC, battery powered for at least 2h power, carrying case, vehicle mounting system, a processor with sufficient power for online recording and data processing, at least 6GB RAM, at least 512GB disc, solution must include monitor, keyboard + mouse / touchpad, incl. evaluation software	Ergoneers VTK & D-Lab (Hard & Software) 1.418.645 CZK 55.062 EURO
Voice recording	at least 1 microphone connected to the main unit	EDUTIGE ETM-006 3.865 CZK 150 EURO
Video recording the situation in the vehicle	at least 3 x Full HD video camera connected to the main unit	Logitech C930 10.306 CZK 400 EURO
Recording car data	CAN BUS sensor	PEAK CAN Card 3.220 CZK 125 EURO
Recording the situation in front of the vehicle	a sensor for sensing things in front of the vehicle such as position a car in the driving corridor, traffic signs, pedestrian and vehicle detection.	Mobileye (Open CAN Version) 167.469 CZK 6.500 EURO

<sup>1</sup> This specification determines the Buyer’s minimum requirements on the Object of Purchase, the Seller adds the trade names of the goods offered where appropriate, or adds a quotation and technical description to the offer, all the requirements set out in this Annex has to be fulfilled.

Vehicle position recording	GPS sensor or similar localization / navigation system	Columbus V800 3.220 CZK 125 EURO
Recording the driver's field of view	Eye tracker for day and night measurements	Ergoneers Dikablis Glasses 3 Cable Version 266.740 CZK 10.353 EURO
Wireless recording of basic physiological data	EMG (at least 4x), EKG (at least 2x), temperature, skin conductance, respiration and force sensor (at least 2x),	Thought Technolgies Components 328.575 CZK 12.753 EURO
Recording of pedal activation	2 x footswitch for use on, for example, the accelerator and brake pedal	Thought Technologies 7.729 CZK 300 EURO
Additional requirements	the device must be capable of being measured both day and night and the evaluation of the data obtained must be at least partially automated for both conditions	Ergoneers IR Markeset 48.179 CZK 1.870 ERUO