

Charles University, Faculty of Science

Place of business: Albertov 6, 128 00 Praha 2

IC: 00216208, DIC : CZ00216208,

Represented by: prof. RNDr. Jiří Zima, CSc., dean of the faculty

IBAN: CZ25 0100 0349 5609 2145 7021

hereinafter referred to as the Buyer

VZ/19/546

| | | | |
|-------------------|-----------------------------------|----------------|-----------------------------------|
| SELLER | [To be completed by the supplier] | | |
| Represented by | [To be completed by the supplier] | Position | [To be completed by the supplier] |
| Place of business | [To be completed by the supplier] | ID/ | [To be completed by the supplier] |
| Mailing address | [To be completed by the supplier] | Tax N. | [To be completed by the supplier] |
| Registered in | [To be completed by the supplier] | Account number | [To be completed by the supplier] |

THE PURCHASE AGREEMENT

Seller's contract number

Buyer's contract number¹**A. SPECIAL PART**

| | | | |
|-----------------------------------|--|--|--|
| Department of Buyer | Laboratory of Confocal and Fluorescence Microscopy | | |
| Subject of the contract | by the Seller Transfer of ownership of the goods to the Buyer Delivery to the place of delivery The supplier will setup and install the server onsite. During the warranty period, the provider will help to implement custom modifications and adaptations. Free software updates and upgrades during warranty period. Providing necessary training with acquired goods to 1 person (minimum one working day) Removal of packing material Handover of documents | | |
| | by the Buyer Receipt of the goods at the point of delivery Payment of the purchase price | | |
| Description of goods | New and unused >>supplier fills in<< Further definition of the goods specified in the Annex 1 and 2. | | |
| Delivery date | Not later than 4 weeks | Place of delivery | Viničná 7, Prague 2, 128 00, room S39 |
| Purchase price without VAT(in €) | >>supplier fills in<< | | |
| Payment of invoices | 30 days after delivery | Basic terms of payment | - Advance is not provided - Payment after delivery / installation of goods - Number of this contract must be on the invoice - The Price is reimbursed from EU funds and on the invoice must be this article: CZ.02.2.67/0.0/0.0/16_016/0002266 |
| | | | |
| The warranty period | Overall warranty at least 2 years except components with longer warranty (need to be listed). >>this is a minimum warranty period if the supplier offers longer warranty period, this period will be listed here<< | removal of defects warranty | On-site service at the latest in 72 hours and other defects within 25 working days from notification |
| | | | |
| Contact for support | >>supplier fills in email address and telephone number << | | |
| Place of removal of defects | >>supplier fills in<< | Contact for notification of warranty defects | >>supplier fills in email address and telephone number<< |
| Terms of sanctions | - For delay with payment of financial performance. Interest on late payment 0,05 % of the owed amount for each day of delay - For delay in delivery of goods a penalty of 0.05% of the price for each day of delay - For delay in removing reported warranty defects 0.01% of the price for each failure to cure the defect and the warranty day delay - For non-delivery of goods with parameters specified in Annex No. 1 and / or 2 in the amount of 15% of the purchase price - For delay in remedying the defect stated in the handover protocol 0,5% of the purchase price for each day of delay and each defect | | |
| | | | |
| Action name | Server with high storage capacity | | |

¹To be added manually by the buyer before signing the contract

B. GENERAL PART

This part regulates detailed conditions of the purchase contract. The Part A defines basic conditions of Contract. In the event of any conflict between the Part A and the Part B of this Contract, the Part A has precedence.

I. Introductory provisions

- 1) The seller must deliver the new and unused goods and provide services associated with the delivered goods. If the Contract is concluded on the basis of a selection or an award procedure the goods must have product properties and parameters required by the buyer in the tender conditions. Goods must fulfil the stated purpose. If the purpose is not expressly stated, it must fulfil the purpose which is determined by the way the goods are generally used.
- 2) The goods delivered contrary to the paragraph 1 of this Article shall be deemed defective.

II. Invoicing and payment terms

- 1) The purchase price includes all costs and profit of the seller. The purchase price includes, in particular customs, taxation, banking and other fees, transport and installation of the goods, putting into a permanent operation, removal of packing material, an operator training and the buyer's costs for warranty service including free software updates and upgrades during warranty period. The purchase price is fixed and complete and includes complete delivery.
- 2) The buyer shall pay the purchase price after receiving the goods and documents necessary for the operation of a device and the signature of the protocol of delivery and acceptance of goods, and its installation, on the basis of an invoice (the "Invoice") with a maturity specified in the Part A of this Contract.
- 3) The invoice must be in accordance with the generally binding legal regulations and according to the Part A of this Contract; and its annexes must contain a copy of the installation protocol signed by both parties. If the invoice is incorrect or incomplete, the buyer is entitled to return it to the seller for a revision or an amendment. In this case, a new maturity period runs from the date of receipt of the corrected invoice by the buyer.

III. Terms of delivery and transfer of title

- 1) The buyer reserves the right in a case of late delivery of the goods or incomplete deliveries, at its sole discretion either accept the goods or to reject them and by that withdraw from the Contract.
- 2) The seller delivers the goods with proper accessories. Accessories especially means (installation material, assembly jigs, connectors, jumper cables, user codes, passwords, etc..).
- 3) A protocol about delivery and acceptance of the goods (the "acceptance protocol") shall be drawn up and signed after the delivery and acceptance of the goods. The acceptance Protocol must include, among other things, information about the frequency and method of revisions. If there is a seller's responsibility to install the product, there shall be drawn up and signed an installation protocol by both parties about the installation of goods, commissioning and testing.
- 4) The buyer is obliged to accept the goods only if it is free of defects. The buyer is entitled to refuse defective goods.
- 5) The seller agrees to deliver to the buyer the documents necessary for the proper use of the goods, for example appropriate approval certificates, declarations of conformity, instructions for usage and operation, assembly and installation instructions.
- 6) The buyer shall acquire right of ownership to the goods at the time of signing installation protocol by both parties. If there is not an obligation of the seller to install the goods, right of ownership to the goods passes to the buyer upon signing the acceptance protocol.
- 7) Risk of damage to the goods passes to the buyer upon signing the installation protocol. If there is not an obligation of the seller to install the goods, risk of damage passes to the buyer upon signing the acceptance protocol.
- 8) If the seller is required to install the product, the installation shall be completed immediately after the delivery of goods and without undue delay. The seller is obliged to perform the installation with professional care and warn the buyer about risks associated with the placement of goods. The seller is obliged to refuse an installation of the goods if the conditions specified by the manufacturer or by generally binding legal regulations for its implementation are not met.
- 9) If the seller is obliged to train operators, he must do so upon delivery, unless the parties agreed otherwise. The seller is obliged to provide the buyer with the necessary cooperation, in particular to determine the persons whom shall participate in the training and ensure their participation in the training.

IV. Guarantee of quality (warranty)

- 1) The seller provides the buyer a guarantee of quality (warranty) for the period specified in the Part A of this Contract. The guarantee (warranty) begins on the installation of the goods, unless the seller is obliged to perform, then it begins after the signing of acceptance protocol.
- 2) The seller guarantees that the product will have the usual characteristics or properties stated by the Contract during the guarantee period.
- 3) Warranty service is provided free of charge by the seller and includes all costs associated with the warranty service, especially the costs of spare parts, travel and labour services of a technician.
- 4) In the event that the goods are a medical device according to the law No. 268/2014 Sb., the seller is obliged to do free periodic safety technical inspections of goods in accordance with the law No. 268/2014 Sb. and its implementing regulations.
- 5) The buyer announces warranty defects to the Contract for notification of warranty defects or seller's Authorized person referred to in the Part A of this Contract. Seller shall start examining and working on the removal of the claimed defects after the receipt of the notice of defects without undue delay. If the seller will not be able to remove the defects within the period of time provided for removal of warranty defects set out in the Part A of this Contract, the seller will provide and deliver an adequate replacement device or devices that functionally replace the defective goods, until the defective goods are repaired and put into operation.
- 6) If the warranty defects are removed by the seller according to the Part A of this Contract, the buyer sends notice along with the goods.
- 7) The warranty period does not run as long as the buyer cannot use the goods for its defects, for which is the seller accountable for.
- 8) The warranty does not cover damage to the goods caused by an incorrect operation contrary to the instructions given in the operating instructions, or an inadequate storage contrary to its technical characteristics.

- 9) The buyer is entitled to withdraw from the Contract if he cannot deliver the notice of defects to the seller.
- 10) If the seller is in default with the removal of warranty defects, the buyer has the right to withdraw from the Contract after providing an additional reasonable time for removal of defects.
- 11) In the event that the warranty defect is not repairable defect, the buyer is entitled to withdraw from the Contract or to request delivery of new goods.
- 12) In the case of an unjustified notice of defects the buyer pays the costs of removing defects.
- 13) The buyer has the right for the removal of defects even if the defects were knowable during the Contract closure.

V. Final negotiations

- 1) Contract's penalties are set out in the Part A of this Contract.
- 2) If the goods or its part meet the criteria of a copyrighted work, the seller transfer to the buyer even the non-exclusive license to all types of usage of such work without the restrictions of time or spatial constraints. The buyer is not obligated to use the work. The price of the license is included in the purchase price.
- 3) Individuals who enter into this Contract on behalf of each party signature the Contract claim that they are entitled to make a valid contract.
- 4) The seller is not entitled without the prior written consent of the buyer to assign any rights or duties arising from this Contract to a third party.
- 5) The seller agrees to cooperate with the European Research Council Executive Agency, European Commission, the European Court by checks, reviews, audits and investigations and by extension of findings as referred to in Articles 22 and 23 of the Grant Agreement between the Buyer and the European Research Council Executive Agency. The Grant Agreement was annexed to the invitation to tender.
- 6) If the Contract follows the selection or procurement procedure, then this contractual relationship governed by these documents are of descending importance:
 - a) Annexes to this Contract,
 - b) the tender documentation,
 - c) offer of the seller.
- 7) This Contract can only be modified by numbered amendments in writing signed by both parties.
- 8) The Contracting Parties agree that the rights and obligations of this agreement shall be governed by the Civil Code of the Czech Republic.
- 9) The seller acknowledges that the buyer is obliged to publish all contracts including its annexes and any amendments if the price of performance is greater than 50 000 CZK without VAT. The seller agrees that the buyer discloses the Contract pursuant to the Act No. 340/2015 Sb. or/and also according to the Act No. 134/2016 Sb. as a whole, because there is no information in the contract which disclosure would be an unlawful interference with the rights and obligations of the seller or its employees. The seller agrees that the contract will be disclosed, including manual signatures of representatives of the parties.
- 10) The Contracting Authority assumes that this Contract will be signed electronically. If this Contract is in paper form, it will be written in two counterparts. Each of the Contracting Parties shall receive one counterpart.
- 11) This Contract shall enter into force upon a signature by both parties. This Contract shall enter into effect upon publication of the Contract pursuant to the Act No. 340/2015 Sb.
- 12) The Contracting Parties declare that they have read this Agreement, and that it was made after mutual negotiation using their free, serious, determinate and comprehensible will, not in distress or grossly disadvantageous conditions.

In Prague on

In on

Buyer:

Seller:

.....
Charles University, Faculty of Science
 prof. RNDr. Jiří Zima, CSc., Dean of the faculty

.....
 <<fill name of organization>>
 <<fill name and title>>
 <<fill function>>