

Annex 7 to the Procurement Documentation

-

Draft Agreement

Sales Agreement

Ref. No. UKLFHK/“[To be filled in before entering into the Agreement]”
/“[To be filled in before entering into the Agreement]”

I. PARTIES

1. Buyer

Charles University

Registered office: Ovocný trh 560/5, 116 36 Praha 1

ID No.: 00216208

VAT ID No: CZ00216208

Faculty of Medicine in Hradec Králové

Addresses: Šimkova 870, 500 03 Hradec Králové (mailing address)

Represented by: prof. MUDr. Jiří Mandáček, Ph.D., Dean

Data box ID: piyj9b4

Bank information (account number): 3716290/0300

Person authorised to act on behalf of the Buyer in technical matters:

“[To be filled in before entering into the Agreement]”

Phone: “[To be filled in before entering into the Agreement]” ; e-mail:

“[To be filled in before entering into the Agreement]”

(“Buyer”)

and

2. Seller

“[To be filled in before entering into the Agreement]”

Represented by: “[To be filled in before entering into the Agreement]”

Registered office: “[To be filled in before entering into the Agreement]”

ID No.: “[To be filled in before entering into the Agreement]”

VAT ID No.: “[To be filled in before entering into the Agreement]”

VAT payer: “[To be filled in before entering into the Agreement]”

Registered in “[To be filled in before entering into the Agreement]” (e.g., the Commercial Register)
kept by the “[To be filled in before entering into the Agreement]” (e.g., the Regional Court in

“[To be filled in before entering into the Agreement]” under Ref. No.
“[To be filled in before entering into the Agreement]”

Bank information (account no.): “[To be filled in before entering into the Agreement]”

Phone number: “[To be filled in before entering into the Agreement]”

E-mail: “[To be filled in before entering into the Agreement]”

Data box ID: “[To be filled in before entering into the Agreement]”

Person authorised to act on behalf of the Seller in technical matters:

"[To be filled in before entering into the Agreement]"

Phone: "[To be filled in before entering into the Agreement]" ; e-mail:

"[To be filled in before entering into the Agreement]"

(**"Seller"**)

(the Buyer and the Seller are hereinafter jointly referred to also as the **"Parties"**)

entered into the following Sales Agreement (**"Sales Agreement"**) in accordance with Section 2079 *et seq.* of Act No. 89/2012 Sb., the Civil Code, as amended (**"Civil Code"**).

II. INTRODUCTORY PROVISIONS

3. The Sales Agreement is entered into on the basis of the results of the procurement procedure (**"Procurement Procedure"**) for the public contract entitled **LF HK – Ph.D. Infra for Charles University – High-Resolution Spirometer**, Reg. No. of the contract in the Register of Public Contracts: "[To be filled in before entering into the Agreement]" (**"Public Contract"**). The individual provisions hereof are therefore to be interpreted in accordance with the procurement terms of the Public Contract and the Seller's tender submitted for the Public Contract.
4. The purpose hereof is to regulate the supply of a high-resolution respirometer for the measurement of oxygen consumption of biological material, equipped with a module for the simultaneous measurement of the redox state of coenzyme Q, further specified below, for the Experimental Hepatology Laboratory of the Department of Physiology at the Faculty of Medicine in Hradec Králové of Charles University to the Buyer and the provision of other performance to the Buyer, in accordance with all terms and conditions hereunder, to ensure the proper operation of the Buyer as an educational, scientific, and research institution and the related pedagogical, science, and research activities.
5. The purchase hereunder is co-financed by a special-purpose subsidy within the Johannes Amos Comenius Operational Programme, itself financed from the European Regional Development Fund (**"Operational Programme"**), name of the project: Development of Infrastructure for Doctoral Programmes of Study at Charles University, project registration number: CZ.02.01.01/00/22_012/0005514 (**"Project"**), and from the state budget of the Czech Republic. The Procurement Procedure was carried out in accordance with the rules of the Operational Programme.
6. In the performance of its obligations arising from the Sales Agreement, the Seller must comply with the requirements set out in the conditions for the provision of a subsidy from the Operational Programme.

III. OBJECT OF SALE

7. The object of sale is **1 respirometer for the measurement of oxygen consumption of biological material, equipped with a module for the simultaneous measurement of the redox state of coenzyme Q, including software and the licence for the use thereof and all components and accessories** (**"Object of Sale"**).

8. The Object of Sale is specified in detail in the Specification of the Object of Sale annexed hereto (to the Sales Agreement), which forms an integral part hereof ("**Specification of the Object of Sale**").
9. The Object of Sale will serve the purpose of measuring the redox state of coenzyme Q (using cyclic voltammetry).
10. Upon handover to the Buyer, the Object of Sale must be new, unused, and in the quantity, quality, and design in accordance with the Sales Agreement and the Specification of the Object of Sale. The quality and design of the Object of Sale must meet the following requirements:
 - 10.1. Correspond to the properties described by the Seller or the manufacturer or expected by the Buyer with regard to the nature of the Object of Sale or on the basis of promotion of the Seller or the manufacturer; the Object of Sale must, in particular, correspond to the performance tendered by the Seller in the tender submitted in the Procurement Procedure on the basis of which the Sales Agreement was entered into;
 - 10.2. Be fit for the purpose set out herein;
 - 10.3. Meet the requirements defined in the applicable legal regulations in force and effect on the date of the handover of the Object of Sale to the Buyer;
 - 10.4. Meet the requirements defined in the applicable technical standards in force and effect on the date of the handover of the Object of Sale to the Buyer.
11. The Seller is obliged to only supply such Object of Sale to the Buyer which meets any and all requirements set by the Buyer on its use and which, at the same time, complies with the legal regulations and technical standards in force and effect. Should the legal regulations or technical standards be amended, the Seller must ensure that the Object of Sale complies with the requirements set out in the legal regulations and technical standards in the wording in force and effect on the date of the handover of the Object of Sale to the Buyer.

IV. SUBJECT MATTER OF THE OBLIGATION

12. The Seller agrees to hand over the Object of Sale to the Buyer with all its components and accessories and to transfer the ownership right to the Object of Sale and provide the related performance defined herein to the Buyer.
13. The Buyer agrees to take over the duly supplied Object of Sale with all its components and accessories, to accept the ownership thereof, to accept the related performance defined herein, and to pay the agreed price and the applicable VAT if the Seller is subject to VAT under Act No. 235/2004 Sb., to regulate value added tax, as amended ("**VAT Act**"), to the Seller.
14. In accordance with the Sales Agreement, the obligation to hand over the Object of Sale to the Buyer includes the following performance:
 - 14.1. Delivering the Object of Sale to the Buyer to the place of performance under paragraph 35 hereof;
 - 14.2. Unloading the Object of Sale from the vehicle used to deliver the Object of Sale to the place of performance under paragraph 35 hereof according to the Buyer's instructions;
 - 14.3. Placing the Object of Sale at the place of performance under paragraph 35 hereof according to the Buyer's instructions;
 - 14.4. Assembling, installing, and connecting the Object of Sale and putting it into operation at the place of performance under paragraph 35 hereof according to the Buyer's instructions;

- 14.5. Providing the documents necessary for the takeover and use of the Object of Sale in the Czech language, except for specialised technical terms ("**Documents**"). Based on the express will of the Parties, the Documents are considered accessories to the Object of Sale. The Seller is obliged to provide the following Documents to the Buyer:
- 14.5.1. Documents which clearly describe, in particular, the use and maintenance of the Object of Sale and which identify the manufacturer of the Object of Sale (in particular, the operating instructions, user manual, etc.);
 - 14.5.2. Documents which clearly indicate, in particular, that the Object of Sale supplied hereunder meets the requirements for the use thereof by the Buyer for the given purpose in accordance with the legal regulations and technical standards in force and effect on the date of the handover of the Object of Sale to the Buyer (in particular, declaration of conformity, etc.);
- 14.6. Disposing of the packaging in which the Object of Sale was delivered and of any other waste or materials created during the delivery of the Object of Sale in accordance with the legal regulations in force and effect on the date of the handover of the Object of Sale to the Buyer.
15. The Seller also agrees to provide the following related performance to Buyer the according to the Buyer's instructions ("**Related Performance**"):
- 15.1. Necessary cooperation in order to inform the Buyer of the properties or use, operation, and maintenance of the Object of Sale supplied;
 - 15.2. Testing of the Object of Sale supplied in order to check the functions of the Object of Sale and verify compliance with the required technical parameters and other conditions hereunder;
 - 15.3. Licence for the supplied software if such software, including the upgrade thereof, is a part of the performance in accordance with the Specification of the Object of Sale;
 - 15.4. Providing authorised service in the Czech Republic during the warranty period and ensuring the availability of post-warranty service;
 - 15.5. Training of the Buyer's employees in the use of the Object of Sale supplied.
16. The Related Performance is specified in more detail in the Specification of the Related Performance annexed hereto (0 to the Sales Agreement), which forms an integral part hereof ("**Specification of the Related Performance**").
17. The Seller is obliged to fulfil its obligations hereunder with professional care, at its expense and risk, and in a due and timely manner.

V. PRICE

18. The purchase price of the Object of Sale hereunder is **CZK** "[To be filled in before entering into the Agreement]" excluding VAT ("**Price**").

Instructions for the tenderer:

The Price will be filled in before the Sales Agreement is entered into with the supplier based on the information provided in the documentation for the Procurement Procedure and the tender submitted by the supplier for the Procurement Procedure.

19. The price is set as fixed and as the maximum permissible price which may not be exceeded other than the exemptions stipulated herein.

20. It includes any and all costs of the Seller related to the performance of its obligations arising from the Sales Agreement. It includes, therefore, without limitation, the price for the handover of the Object of Sale with all its components and accessories to the Buyer and the provision of the Related Performance. The Buyer is not obliged to pay any other financial amounts in relation hereto other than the Price and the VAT, if applicable, to the Seller. The provisions under this paragraph do not prejudice the Seller's right to the payment of any contractual penalty, late payment interest, or other penalties and the right to the compensation for property or non-property damage caused by the Buyer.

VI. INVOICING AND PAYMENT TERMS

21. If the Seller is subject to VAT under the Value Added Tax Act in relation to the provision of the performance hereunder, the Buyer is obliged to pay the applicable VAT to the Seller in addition to the Price. The Seller is liable for determining the VAT rate applicable to all performance provided hereunder in accordance with the legal regulations in force and effect on the date of taxable supply.
22. The Seller provides an invoice for the Price and the VAT, if applicable ("**Invoice**").
23. The Seller may issue the Invoice for the Price and the VAT, if applicable, only after the takeover of the Object of Sale by the Buyer under Article IX hereof.
24. The Invoice must include the elements required for a tax document under the Value Added Tax Act. If the Seller is not a VAT payer, the invoice must include the elements required for an accounting document under Act No. 563/1991 Sb., to regulate accounting, as amended. The Invoice must always include the elements required under Section 435 of the Civil Code. The date of taxable supply on the Invoice must be identical to the date of the handover of the Object of Sale to the Buyer under paragraph 40 hereof. A copy of the Handover Certificate within the meaning of paragraph 44 hereof must be annexed to the Invoice. The Invoice must also meet the requirements set out in the conditions for the provision of a subsidy from the Operational Programme, i.e., it must include the name of the project (Development of Infrastructure for Doctoral Programmes of Study at Charles University at Charles University, in the Czech language: "Rozvoj infrastrukturního zázemí doktorských studijních programů na Univerzitě Karlově") and the project registration number (CZ.02.01.01/00/22_012/0005514).
25. The Buyer must pay the Price and the VAT, if applicable, to the Seller within 30 days of the takeover of the Object of Sale.
26. The Seller must deliver the Invoice in paper form to the Buyer no later than 15 days before the expiry of the period under paragraph 25 hereof to the Buyer's address provided in the header hereof or in electronic form to podatelna@lfhk.cuni.cz.
27. The due date for the payment of the Price in the Invoice may not precede the expiry of the period under paragraph 25 hereof.
28. If the due date is determined in the Invoice after the expiry of the minimum period under the previous paragraph, the Buyer may pay the Price and the VAT, if applicable, before the due date determined in the Invoice.
29. The Price and the VAT, if applicable, is considered paid on the date the amount is debited from the Buyer's bank account.

30. If information published by the tax administrator within the meaning of the Value Added Tax Act suggests that the Seller is an unreliable VAT payer, the Buyer may pay the applicable VAT directly to the Seller's tax administrator with subject-matter and territorial competence.
31. If the bank account number for the payment of the Price and the VAT, if applicable, stated on the Invoice is not the bank account number published by the tax administrator within the meaning of the Value Added Tax Act as the bank account number used by the Seller for economic activities, the Buyer may pay the Price and the VAT, if applicable, to the bank account published by the tax administrator within the meaning of the Value Added Tax Act as the bank account used by the Seller for economic activities.
32. If the Invoice fails to include a required or agreed element, if the Price or a part thereof or the VAT is specified incorrectly, or if another element of the Invoice is specified incorrectly, the Buyer may return the Invoice to the Seller for revision, stating the reason for returning the Invoice. The Seller is obliged to revise the Invoice according to the Buyer's instructions and to deliver the duly revised Invoice to the Buyer without delay. The due date for the payment of the Price in the revised Invoice may not precede the due date for the payment of the Price in the returned Invoice and it may not be fewer than 15 days of the delivery thereof to the Buyer. The Buyer is not considered to be in default on the payment of the Price until the due date for the payment of the Price in the revised Invoice.
33. The Buyer does not provide any earnest payment or advance payment to the Seller.
34. Given the fact that the Project is financed from the Operational Programme, all Invoices are checked by the subsidy provider. The Buyer may also return the Invoice to the Seller if any deficiencies are found in the Invoice or the documents annexed thereto. The Seller is obliged to revise such Invoice, or annexes thereto, according to the Buyer's instructions and to deliver the revised Invoice to the Buyer without delay.

VII. PLACE OF PERFORMANCE

35. The Seller is obliged to hand over the Object of Sale to the Buyer at the following place of performance: **Charles University, Faculty of Medicine in Hradec Králové, Bioenergetics Laboratory of the Department of Physiology, 4th floor, Department of Preventive Medicine, Room No. C-408, address: Hradec Králové, Šimkova 870, post code: 500 03.**

VIII. PERIOD OF PERFORMANCE

36. The Seller is obliged to perform its obligation to hand over the Object of Sale to the Buyer no later than within **14 calendar weeks** of the effect hereof.
37. The Seller is obliged to perform its obligation to provide the Related Performance no later than upon the handover of the Object of Sale to the Buyer unless, given the nature of the Related Performance, it must be provided on a different date or it is expressly provided otherwise.
38. The Seller must notify the Buyer of the date of the handover of the Object of Sale no later than 5 calendar days in advance.

39. The Parties have agreed that Section 1912 of the Civil Code and any established business practices with a meaning or effect identical or similar to the provision above do not apply.

IX. HANDOVER AND TAKEOVER OF THE OBJECT OF SALE

40. The Seller fulfils its obligation to hand over the Object of Sale to the Buyer as follows:
- 40.1. If the Buyer takes over the Object of Sale; or
 - 40.2. If the Seller enables the Buyer to use the Object of Sale at the place of performance under paragraph 35 hereof and in the period of performance under paragraph 36 hereof and the Buyer refuses to take over the Object of Sale in violation of paragraph 45 hereof or fails to provide the necessary cooperation in violation of paragraph 45 hereof.
41. Before the handover, the Seller is obliged to inspect the Object of Sale and demonstrate the functions thereof in the presence of the Buyer.
42. Before the handover, the Seller is obliged to perform all tests on the Object of Sale supplied to verify compliance with the required technical parameters and other conditions agreed herein.
43. Before the takeover, the Buyer may check whether the Object of Sale has all the properties and meets all the requirements in accordance with the legal regulations and technical standards in force and effect and the Sales Agreement.
44. The Seller is obliged to draft a written record with the Buyer of the handover of the Object of Sale to the Buyer ("**Handover Certificate**"). The Handover Certificate must contain, in particular, the Buyer's and the Seller's identification details, specification and description of the Object of Sale, date of handover and takeover of the Object of Sale, and the name and registration number of the Project.
45. The Buyer may refuse to take over the Object of Sale or to provide the necessary cooperation for the takeover in particular in the following cases:
- 45.1. The Object of Sale does not have the properties required hereunder; or
 - 45.2. The Object of Sale does not have the properties required in accordance with the legal regulations or technical standards in force or effect; or
 - 45.3. The Object of Sale exhibits signs of visible damage; or
 - 45.4. The Seller delivers the Object of Sale to a place other than the place agreed under paragraph 35 hereof; or
 - 45.5. The Seller supplies the Object of Sale for a price contrary to that in the Sales Agreement; or
 - 45.6. The Seller fails to meet one of its obligations under paragraphs 14, 15, 38, 41, or 42 hereof.
46. If the Buyer refuses to take over the Object of Sale, the Parties draft a record, explaining the reason for the refusal to take over the Object of Sale and the positions of both Parties. The Seller ensures that such record is drafted. If a record under this paragraph is not drafted, the Buyer informs the Seller of the reasons for the refusal to take over the Object of Sale on request. After the Seller removes the claimed defects, the Parties agree on a new date of the handover of the Object of Sale to the Buyer. Such agreement on a new date of the handover of the Object of Sale to the Buyer does not change the period of performance under paragraph 36 hereof.

X. ACQUISITION OF THE OWNERSHIP RIGHT AND THE PASSING OF THE RISK OF DAMAGE

47. The Buyer acquires the ownership right to the Object of Sale upon the fulfilment of the Seller's obligation to hand over the Object of Sale to the Buyer under paragraph 40 hereof.
48. The risk of damage to the Object of Sale passes to the Buyer upon the fulfilment of the Seller's obligation to hand over the Object of Sale to the Buyer under paragraph 40 hereof.
49. The Parties have agreed that Sections 2121 to 2123 of the Civil Code and any established business practices with a meaning or effect identical or similar to the provision above do not apply.

XI. DEFECTS IN PERFORMANCE AND WARRANTY

50. The Object of Sale must be free of any material and legal defects and the Seller must ensure that the supply and use of the Object of Sale do not infringe the rights of the Seller or other persons following from intellectual property rights. The Object of Sale has a legal defect if another person exercises a right in relation thereto.
51. The Seller provides the Buyer with a warranty for the quality of the Object of Sale, by which the Seller warrants and declares that the Object of Sale will be fit to be used for the purpose hereunder, will preserve the quality and properties agreed hereunder, and will be free of any legal defects during the warranty period. The warranty period for the Object of Sale including all components and accessories is **24 months ("Warranty Period")**. The Warranty Period for the Object of Sale supplied starts running on the date of fulfilment of the Seller's obligation to hand over the fully functional Object of Sale to the Buyer under paragraph 40 hereof. In the case of a repair or replacement of the Object of Sale or a part thereof in the warranty period (or on the basis of rights arising from defective performance), the 24-month warranty period also applies to each repaired or replaced part from the date of the repair or replacement thereof.
52. The Object of Sale is defective in the following cases:
 - 52.1. It does not have the properties agreed hereunder upon the takeover thereof by the Buyer or in the course of the Warranty Period; or
 - 52.2. It is not fit to be used for the purpose agreed hereunder upon the takeover thereof by the Buyer or in the course of the Warranty Period; or
 - 52.3. It is not free of legal defects upon the takeover thereof by the Buyer or in the course of the Warranty Period.
53. The Related Performance must be free of any material and legal defects. The Related Performance is defective if it does not comply with the Buyer's instructions, Sales Agreement, or legal regulations. Paragraphs 66 to 75 hereof apply by analogy to defects in the Related Performance.
54. The Buyer holds the rights arising from defective performance even if the defect must have been recognisable, paying the usual attention, already upon entering into the Sales Agreement or the takeover of the Object of Sale.
55. The Seller is not liable for the defects caused by the Buyer or other persons unless the Buyer or such persons acted in accordance with the documents or instructions received from the Seller.

56. The Buyer does not hold the rights arising from defective performance if the defect was caused by an external event after the risk of damage to the thing had passed to the Buyer. This provision does not apply if the defect was caused by the Seller or any other person used by the Seller to perform its obligations arising from the Sales Agreement or if the defect was caused due to a reason on the part of the Seller.
57. The Seller is liable for defects caused by wear and tear of the Object of Sale which should not occur until the expiry of the Warranty Period given the requirements for the quality and design of the Object of Sale hereunder.

XII. EXERCISE OF RIGHTS ARISING FROM DEFECTIVE PERFORMANCE AND THE WARRANTY

58. If the Object of Sale has or exhibits a defect and the Seller is liable for the defect, the Buyer holds the rights arising from the defective performance or the warranty.
59. The Buyer may claim defects (on the basis of the defective performance or the warranty) in any manner which can be proved. The Seller is obliged to confirm the receipt of a complaint or a claim of a defect no later than within 24 hours of the defect having been claimed by the Buyer. The Buyer describes the defect or the manifestations thereof in the complaint or the claim of the defect. The Seller is obliged to communicate with the Buyer in relation to the exercise of rights arising from the defective performance and the warranty hereunder only in the Czech language; this provision also applies to any persons authorised by the Seller to deal with the Buyer in relation to the exercise of rights arising from the defective performance and the warranty hereunder.
60. A defect is claimed in time if the complaint is sent or communicated to the Seller in any other form no later than on the last day of the Warranty Period. If the Warranty Period expires on a Saturday, Sunday, or a public holiday, a defect is claimed in time if the complaint is sent or communicated to the Seller in any other form on the first subsequent working day. The Buyer is obliged to claim the defects of the Object of Sale upon the delivery thereof without undue delay after recognising them. Other matters are regulated by paragraphs 59 and 61 hereof by analogy.
61. If there are defects of the Object of Sale for which the Seller is liable, the Buyer has the right to the following:
- 61.1. Supply of a new Object of Sale free of defects if not clearly unreasonable given the nature of the defect, or, if only a part of the Object of Sale is defective, the Buyer may request only the replacement of that part; if the above is not possible, the Buyer may withdraw from the Sales Agreement; or
 - 61.2. Supply of the missing part of the Object of Sale; or
 - 61.3. Removal of the defect by repairing the Object of Sale free of charge; or
 - 61.4. Reasonable discount on the Price; or
 - 61.5. Withdrawal from the Sales Agreement.
62. The Buyer may request that the defect be removed by supplying a new Object of Sale or replacing a part thereof if the same defect occurs after the Object of Sale is repaired or if the Buyer cannot use the Object of Sale properly due to a number of defects.
63. The Buyer informs the Seller of which right arising from the defect it intends to exercise upon claiming the defect or without undue delay thereafter. The Buyer may change its decision without the Seller's approval; this provision does not apply if the Buyer requests the repair of a defect which proves to be unrepairable.

64. If the Buyer fails to inform the Seller of which right it intends to exercise not even after undue delay after having been invited by the Seller to do so, the Seller must remove the defects according to its decision by repairing or supplying a new Object of Sale or a part thereof; the decision must not cause unreasonable costs to the Buyer.
65. The Buyer may claim compensation from the Seller for the costs incurred in direct relation to claiming the defects against the Seller.

XIII. CONDITIONS FOR REMOVAL OF DEFECTS

66. The Seller is obliged to remove the defects claimed by the Buyer no later than within 15 calendar days of starting the process of removing the defect unless the Parties agree otherwise.
67. The Seller is obliged to start the process of removing the defect claimed by the Buyer no later than within 2 working days of the defect having been claimed or of the complaint having been delivered to the Seller. The start of the process of removing the defect means the physical appearance of a service technician with the purpose of removing the defect at the place of performance under paragraph 35 hereof, identification of the defect, and discussing and approving the manner of removal thereof with a person authorised to act on behalf of the Buyer in technical matters.
68. The Seller is obliged to remove the defect claimed by the Buyer at the place of performance under paragraph 35 hereof. If the removal of a defect claimed by the Buyer is not possible at the place of performance under paragraph 35 hereof for objective reasons (e.g., technical reasons), the Seller must inform the Buyer of this fact without delay so that another method of removing the defect can be discussed and approved by a person authorised to act on behalf of the Buyer in technical matters. The Seller may transport the defective Object of Sale or a part thereof from the place of performance under paragraph 35 hereof and remove the defect at another place with the approval of a person authorised to act on behalf of the Buyer in technical matters. The Seller must draft a document on the takeover of the defective Object of Sale or a part thereof for the purpose of removing the defect outside the place of performance under paragraph 35 hereof and to provide the document to the Buyer. In the case of a defect which may not be removed at the place of performance, the Seller agrees to provide alternative performance in the given qualitative category until the defect is removed.
69. If a defect is not removed within the time limit under paragraph 66 hereof, the Buyer may:
- 69.1. Ensure the removal of the defect by another qualified professional; or
 - 69.2. Ensure the provision of alternative performance by another qualified professional; or
 - 69.3. Request a discount on the Price; or
 - 69.4. Withdraw from the Sales Agreement.
70. The Seller is obliged to reimburse the Buyer for any and all costs incurred by the Buyer in relation to the removal of a defect under the previous paragraph. The Seller agrees to pay, in particular, the price charged to the Buyer by another qualified professional under paragraph 69.1 or 69.2 hereof.
71. The Seller must remove the defect regardless of whether the defect is claimed rightfully or not. However, if it is later proven that the defect was not claimed rightfully by the Buyer, i.e., that the Seller was not liable for the defect, the Buyer is obliged to reimburse the Seller for any and all costs incurred by the Seller in direct relation to the removal of the defect.

72. The Buyer is obliged to provide to the Seller the cooperation necessary to remove the defect.
73. Until the defect is removed, the Buyer is not obliged to pay the part of the Price not yet paid and the VAT, if applicable, which corresponds to the Buyer's right to a discount on the Price based on a reasonable estimate.
74. Upon the delivery of a new Object of Sale or a part thereof, the Buyer returns the originally supplied Object of Sale or a part thereof to the Seller at the Seller's costs.
75. After removing the defect, the Seller is obliged to confirm to the Buyer that the defect was removed, how it was removed, and how much time was needed for the removal.
76. The Warranty Period provided to the Seller does not run from the date of claiming the defect (on the basis of defective performance or a complaint) to the date of removing of the defect. Removal of the defect means the provision of a remedy by the Seller or the exercise of one of the rights under paragraph 69 hereof by the Buyer.
77. The Seller is obliged to take over and transport the Object of Sale at its cost if it was supplied with a defect or contrary to the conditions set out herein or if it fails to meet the requirements of the legal regulations or technical standards in force and effect upon the handover of the Object of Sale to the Buyer.
78. The Parties have agreed that Sections 1917 to 1924, Sections 2099 to 2101, Sections 2103 to 2117, and Sections 2165 to 2172 of the Civil Code and any established business practices with a meaning or effect identical or similar to the provision above do not apply.

XIV. PENALTIES

79. The Seller acknowledges that the Object of Sale is a part of the Project and it is indispensable for the operation of the Buyer as an educational, scientific, and research institution and for the provision of higher education and implementation of science and research. Compliance with the required properties and quality of the Object of Sale and the period of performance are therefore absolutely crucial.
80. Should the Seller fail to meet its obligation to hand over the Object of Sale within the agreed period, the Seller is obliged to pay to the Buyer a contractual penalty in the amount of 0.5% of the Price for each, even incomplete, day of delay.
81. Should the Seller fail to meet its obligation to provide the Related Performance within the agreed or specified period, the Seller is obliged to pay the Buyer a contractual penalty in the amount of 0.05% of the Price for each, even incomplete, day of delay.
82. Should the Seller fail to remove the defects of the Object of Sale within the specified period, the Seller is obliged to pay to the Buyer a contractual penalty in the amount of 0.05% of the Price for each, even incomplete, day of delay. The period of delay with the performance of the obligation under the previous sentence terminates on the date the Seller provides a remedy or the Buyer exercises one of its rights under paragraph 69 hereof. The payment of a contractual penalty does not prejudice the Buyer's rights arising from the Seller's defective performance.

83. The payment of a contractual penalty does not release the Seller from the performance of the obligation or payment of the debt secured by the contractual penalty.
84. The Buyer may claim compensation for property or non-property damage caused by a breach of the Seller's obligation to which a contractual penalty applies in the full amount.
85. The due date for the payment of contractual penalties hereunder is within 15 days of the delivery of a written notice of payment of a contractual penalty to the defaulting party.

XV. WITHDRAWAL FROM THE SALES AGREEMENT

86. The Buyer may withdraw from the Sales Agreement for reasons set out in the legal regulations or agreed the Sales Agreement.
87. The Buyer may withdraw from the Sales Agreement, in particular, in the following cases:
 - 87.1. If the Seller is in delay with the delivery of the Object of Sale to the Buyer by more than 1 week; or
 - 87.2. If the Seller is in delay with the provision of the Related Performance to the Buyer by more than 1 week; or
 - 87.3. If the Object of Sale suffers from defects which make it unfit to be used for its purpose under paragraph 9 hereof or from legal defects; or
 - 87.4. If the Object of Sale does not have the properties agreed herein; or
 - 87.5. If the Object of Sale does not meet the requirements set out in the legal regulations or technical standards in force and effect on the date of the handover of the Object of Sale to the Buyer; or
 - 87.6. If any of the declarations made by the Seller under paragraph 88 hereof prove to be false or if the Seller becomes insolvent or at risk of becoming insolvent.

XVI. DECLARATIONS OF THE PARTIES

88. The Seller declares that it is not insolvent or at risk of becoming insolvent and that it is not aware of insolvency proceedings having been instituted against the Seller. The Seller further declares that there has not been any legally effective judicial decision or a decision of an administrative, tax, or other authority issued against the Seller to provide performance, which could be the grounds for the institution of enforcement proceedings against the Seller's assets, and that it is not aware of such proceedings having been instituted against the Seller.
89. The Seller declares that it is informed of all of the Buyer's requirements hereunder to the extent necessary and that it is not aware of any obstacles which would hinder the provision of the agreed performance hereunder by the Seller.
90. The Seller assumes the risk of a change in circumstances within the meaning of Section 1765 of the Civil Code.
91. The Seller expressly declares that it is aware that the Buyer is a public person and agrees with the publication hereof to the extent and under the conditions set out in the applicable legal regulations.
92. The Seller is aware that it is obliged to cooperate in the performance of a financial control within the meaning of Section 2 (e) of Act No. 320/2001 Sb., to regulate financial control in public

administration and to amend certain laws, as amended ("**Financial Control Act**"). The Seller is obliged, without limitation, to the following:

- 92.1. Provide the necessary cooperation to the Buyer and the entities performing the control within the meaning of the Financial Control Act;
- 92.2. Archive in due form the original Sales Agreement including the annexes thereto, original accounting documents, and any other documents and necessary materials and information regarding its activities related to the performance provided hereunder for at least 10 years of 1 January of the year following the year in which the time limit for the fulfilment of the last condition for the sustainability of the Project expires unless the applicable legal regulations stipulate a longer period for certain types of documents;
- 92.3. Enable access to the documents under the previous point and to the Seller's business premises and land to persons authorised to perform the control (employees of entities performing the control, including the European Commission and the European Court of Auditors) in the period under the previous point for the purpose of verifying the compliance with the terms and conditions hereunder.

The Seller is obliged to ensure the performance of the obligations above to the same extent by its subcontractors.

93. The Parties declare that the identification details in Article I hereof are up-to-date and that the persons acting in relation to entering into the Sales Agreement are authorised to act on behalf of the Parties without any restrictions under the Parties' internal regulations.
94. The Parties are obliged to notify the other Party without undue delay of any changes to the information in Article I hereof after the Sales Agreement is entered into.
95. If any declaration made by one of the Parties herein proves to be false, the Party concerned is liable for any property or non-property damage incurred by the other Party as a result of the false declaration or in relation thereto.

XVII. MISCELLANEOUS

96. If the Seller is constituted by multiple persons, the following applies:
 - 96.1. All persons constituting the Seller are obliged by the Sales Agreement jointly and severally;
 - 96.2. Acts made by any person constituting the Seller are attributed to the Seller regardless of the internal relations between the individual persons constituting the Seller;
 - 96.3. Any person constituting the Seller may act on behalf of the Seller.
97. The Seller is obliged to inform the Buyer in writing without delay of any facts which affect or may affect the performance of the Seller's obligations hereunder, and, if such prior notification is not possible, the Buyer must be notified no later than on the first day following the event or after the Seller learns that such event could occur. At the same time, the Seller is also obliged to take any and all necessary steps to eliminate any potential damage to the Buyer, including, without limitation, to ensure alternative performance without delay, where any difference in the price is paid by the Seller.
98. Should the Seller fail to perform its obligation of handing over the Object of Sale to the Buyer hereunder and, at the same time, to provide alternative performance within 1 week of the expiry of the period of performance under Article VIII hereof, the Buyer may make provisions for alternative performance at the Seller's costs so that the Buyer's activities are not interrupted or limited in any way.

99. While delivering the Object of Sale, the Seller must comply with all rules for the movement of persons and vehicles and manipulation with equipment in the Buyer's premises and respect the established safety and security measures. A person authorised by the Buyer must always be present for any manipulation with the Object of Sale supplied in the Buyer's premises unless the person authorised by the Buyer determines otherwise. For the purposes hereof, the Buyer's premises mean any premises used by the Buyer which could be affected by the delivery of the Object of Sale hereunder.
100. The Seller acknowledges that the Buyer is an entity obliged to provide information under Act No. 106/1999 Sb., to regulate free access to information, as amended.
101. The Seller agrees with the publication hereof in accordance with the Buyer's duties and under the conditions set out in the applicable legal regulations, in particular, with the publication of this Sales Agreement including any modifications and amendments, the amount of the actual price paid on the basis of the Sales Agreement, and other information on the profile of the contracting authority, the Buyer, pursuant to Section 219 of Act No. 134/2016 Sb., to regulate public procurement, as amended, and in the Register of Contracts pursuant to Act No. 340/2015 Sb., to regulate special conditions for the effect of certain contracts, the publication thereof, and the Register of Contracts (Register of Contracts Act), as amended ("**Register of Contracts Act**"). Since the Buyer is an entity obliged to provide information under the Register of Contracts Act, the Parties have agreed that the Buyer will ensure that the Sales Agreement is published in the Register of Contracts, including the metadata. The Seller declares that neither the Sales Agreement nor any part thereof constitutes a Seller's trade secret within the meaning of Section 504 of the Civil Code.
102. The Seller is obliged to protect personal data in accordance with the applicable legal regulations, in particular, Act No. 110/2019 Sb., to regulate the processing of personal data, as amended, and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as amended.
103. The Seller may not assign the Sales Agreement or any of its claims against the Buyer arising from the Sales Agreement or created in relation thereto to a third person.
104. The Seller may not unilaterally set off any of its claims against the Buyer arising from the Sales Agreement or created in relation thereto against any Buyer's claim against the Seller.
105. The Buyer may unilaterally set off any of its claims against the Seller, due or undue, arising from the Sales Contract or created in relation thereto (in particular, a contractual penalty) against any due or undue Seller's claim against the Buyer.
106. Should the Seller breach any of its obligations hereunder, it will compensate the Buyer for any property or non-property damage incurred in relation thereto. The Seller is released of its obligation to pay the damages if it is proven that the performance of the obligation was hindered by an extraordinary, unforeseeable, and insurmountable obstacle created independently of the Seller's will. However, the Seller is not released from its obligation to pay the damages by an obstacle which was created due to the Seller's personal circumstances or only after the Seller was already in default on the performance of the obligation or by an obstacle which the Seller is obliged to surmount.

107. A document in writing or a written document means a document signed by a person authorised by a Party, e-mail signed by a qualified electronic signature of a person authorised by a Party, or a data message sent via a Party's data box.
108. The Seller guarantees the availability of full post-warranty service for the Object of Sale, including, in particular, regular service inspections and maintenance according to the instructions of the manufacturer of the Object of Sale or the Seller, including the replacement of components and parts of the Object of Sale with a limited service life and parts and components which are replaced at regular service intervals, for the period from the expiry of the Warranty Period until at least the end of the 60th calendar month following the calendar month in which the Seller performed its obligation to hand over the Object of Sale to the Buyer under paragraph 40 hereof.
109. The Seller agrees to comply with the regulations in the area of employment law and occupational health and safety and to ensure that all persons involved in the performance hereof are employed legally and have decent working conditions regardless of whether the performance is provided by the Seller or its subcontractors. The Buyer may withdraw from the Sales Agreement if the Seller breaches this obligation.
110. The Seller also agrees to perform its financial obligations owed to its subcontractors in a due and timely manner, where performance in a due and timely manner means paying in full the invoices issued by the subcontractors for the performance provided for the purpose of the performance hereof within 30 calendar days of the receipt of the payment from the Buyer for the specific performance. The Seller agrees to provide the identical obligation within the entire supplier chain. The Buyer may withdraw from the Sales Agreement if the Seller breaches this obligation.
111. The Seller ensures that the environmental impact within the performance hereof is minimised, in particular, by minimising the amount of the waste generated, separating waste, and by saving energy within the performance hereof.

XVIII. FINAL PROVISIONS

112. Any and all rights and obligations of the Parties hereunder are governed by Czech law. The Parties have agreed that the provisions of non-mandatory legal regulations prevail over established business practices unless provided otherwise herein. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
113. The Parties have decided that any disputes arising from this Sales Agreement or in relation hereto will be settled by the courts of the Czech Republic as the courts with exclusive jurisdiction.
114. The Sales Agreement may only be modified by written amendments. Any amendments hereto which are not in writing are excluded.
115. The Sales Agreement is entered into in electronic form and signed by a qualified (recognised) electronic signature in accordance with Sections 5 and 6 of Act No. 297/2016 Sb., to regulate services creating trust in electronic transactions, as amended.
116. The Sales Agreement becomes valid and effective on the date of the execution hereof unless a later date is stipulated by the law.

Annexes

Annex 1 Specification of the Object of Sale

Annex 2 Specification of the Related Performance

In _____ on _____

In _____ on _____

Buyer

Seller

0
to the Sales Agreement
Specification of the Object of Sale

Instructions for the tenderer:

The Specification of the Object of Sale will be filled in before the Sales Agreement is entered into with the supplier based on the information provided in the documentation for the Procurement Procedure and the tender submitted by the supplier for the Procurement Procedure.

Upon entering into the Sales Agreement with the supplier, the Specification of the Object of Sale will be annexed thereto.

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to the Sales Agreement

Specification of the Related Performance

A. SOFTWARE LICENCE

1. The Seller hereby grants a licence, or a sublicense if the Seller does not have the right to provide a licence, to the Buyer for all software which constitutes an authorial work within the meaning of Act No. 121/2000 Sb., to regulate copyright and rights related to copyright and to amend certain laws (Copyright Act), as amended, supplied hereunder in relation to which the Seller has the right to grant a licence or a sublicense ("**Own Software**"), and agrees to ensure that a licence or a sublicense is granted for the software supplied hereunder in relation to which the Seller does not have the right to grant a licence or a sublicense no later than upon the installation of the software supplied hereunder ("**Software of Another Person**"; licence or sublicense to Own Software or Software of Another Person hereinafter jointly referred to as "**Software Licence**"). The Software Licence must be granted as follows:
 - 1.1. As a gratuitous licence;
 - 1.2. As a non-exclusive licence;
 - 1.3. In terms of the temporal scope for the period of the duration of the economic rights to the work protected by the Software Licence;
 - 1.4. In terms of the territorial scope for the territory of the Czech Republic;
 - 1.5. In terms of the scope of the subject-matter (manner of use) for such uses so that the Object of Sale can be used for the purpose agreed under the Sales Agreement;
 - 1.6. In terms of the personal scope (multi-user licence) for use by as many persons as necessary for the operation of the Object of Sale so that the Object of Sale can be used for the purpose agreed under the Sales Agreement.
2. The Software Licence granted by the Seller in the scope defined above applies to all extensions, upgrades, updates, patches, and any other changes to authorial works if supplied by the Seller under the Sales Agreement.
3. Each supply of Software of Another Person must include a licence agreement with the Software Licence.
4. The Buyer is not obliged to use the Software Licence.

B. TRAINING OF THE BUYER'S EMPLOYEES

1. The Seller agrees to train the Buyer's employees in the use of the Object of Sale supplied ("**Training**").
2. The Seller agrees that the Training will be provided as follows:
 - 2.1. Training of the Buyer's Employees in the operation of the Object of Sale supplied which will include training in at least the following areas:
 - 2.1.1. Turning on/off the Object of Sale;
 - 2.1.2. Routine checks of the operational parameters of the Object of Sale (including regular calibration of the Object of Sale and updates of the software supplied if supplied as a part of the performance according to the Specification of the Object of Sale);

- 2.1.3. Operation of the Object of Sale;
 - 2.1.4. Use of the software supplied if supplied as a part of the performance according to the Specification of the Object of Sale;
 - Training of the Buyer's employees in routine service tasks specified by the manufacturer of the Object of Sale or the Seller;
 - 2.2. The Training must be provided in the minimum scope of 8 hours;
 - 2.3. The Training must be led by a qualified person, i.e., a qualified professional service technician, or an application specialist.
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- 3. The Seller agrees to provide the Training no later than upon the handover of the Object of Sale to the Buyer unless expressly provided otherwise. The Buyer may refuse to take over the Object of Sale or to provide the necessary cooperation for the takeover if the Seller failed to provide the Training in due form.
 - 4. After the Training, the Buyer's employees must be capable of using the Object of Sale in the full scope, in particular, of using all controls of the Object of Sale.
 - 5. The Seller is obliged to provide the Training of the Buyer's employees at the place of performance under paragraph 35 of the Sales Agreement.
 - 6. All costs associated with the provision of the Training (in particular, labour costs, travel and accommodation costs for service technicians, application specialists, or other specialists sent by the Seller to provide the individual parts of the Training, etc.) are borne by the Seller and are included in the Price.