

## Purchase contract

concluded pursuant to the provisions of S 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Contract**")

### 1. Contracting Parties

**Buyers:** **University of Ostrava**  
Headquarters: Dvořákova138/7, 702 00 Ostrava  
operating unit: Faculty of Education  
represented by: doc. Mgr. Daniel Jandačka, Ph.D., Dean of the Faculty of Education, University of Ostrava  
ID: 61988987  
DIC: EN61988987  
Bank contact: CNB Ostrava  
Account No: 931761/0710  
(hereinafter referred to as "Buyer" or "OU" or "Procuring Entity")

**Seller:** .....  
Located at .....  
registered in the Commercial Register of the Regional Court in .....  
Represented by .....  
ID .....  
TAX ID/VAT ID .....  
bank connection: .....  
account no: .....  
IBAN: .....  
(hereinafter referred to as "Seller")

### 2. Basic provisions

- 2.1. This Contract is concluded on the basis of the tender procedure for the public contract "**Supply of accelerometers for the LERCO project**" financed from the funds of the Operational Programme entitled Just Transition Fund (hereinafter referred to as "LERCO") called Life Environment Research Center Ostrava with reg. no. CZ.10.03.01/00/22\_003/0000003.
- 2.2. The Parties declare that the information in Article 1 of this Agreement as well as the authorization to do business are in accordance with the legal reality at the time of the conclusion of the Agreement. The Parties undertake to notify the other Party without delay of any changes to the data in question.

### 3. Subject of purchase

- 3.1. The subject of this Contract is the delivery of 120 pieces of accelerometers for the Faculty of Education of the University of Ostrava, specified in Annex 1, which is an integral part of this Contract (hereinafter referred to as "goods").
- 3.2. The Seller undertakes to hand over to the Buyer the goods referred to in Article 3.1. and to allow the Buyer to acquire ownership of the goods. The Buyer undertakes to accept the goods and pay the Seller the purchase price.
- 3.3. The Seller shall hand over to the Buyer together with the Goods all documentation relating to the Goods that is necessary:
  - for the handling and operation of the goods (instructions for use/operation in the Czech or English language, technical documentation, maintenance instructions, warranty documents, as well as attestations, certificates, declarations of conformity, etc.),
  - or required by the relevant generally binding legal provisions,
  - or required by Czech/European standards CSN/EN,
  - license rights for the Buyer in relation to the software necessary for the use of the goods under this contract.(hereinafter referred to as "the documentation").

- 3.4. The quality, design, characteristics and other specifications of the goods, including their quantity, are set out in Annex 1 to the Contract.
- 3.5. Delivery of the Goods shall also include transportation of the Goods to the place of performance and other requirements specified in Annex 1 of the Contract. The costs associated with the fulfilment of the above conditions are included in the price of the goods.
- 3.6. The Seller declares that:
  - 3.6.1. they are the exclusive owner of the goods that it hands over to the Buyer,
  - 3.6.2. the goods are new (i.e. neither used nor refurbished),
  - 3.6.3. the goods have the characteristics agreed between the parties and, in the absence of such an agreement, have the characteristics described by the Seller or the manufacturer or expected by the Buyer with regard to the nature of the goods,
  - 3.6.4. the goods meet the requirements of the legislation,
  - 3.6.5. the goods are free from any other defects, including legal defects.
- 3.7. The Seller is obliged to comply with the applicable technical standards and ecological requirements when implementing the subject of the public contract and all packaging used will be environmentally friendly, i.e. recycled or recyclable.

#### 4. Time limit, place and method of performance

- 4.1. The Seller shall be obliged to hand over the subject of purchase within **30 days from the date of entry into force of this Agreement**.
- 4.2. The place of delivery is the Faculty of Education, University of Ostrava, Centre for Human Movement Diagnostics, Černá louka 3397, 702 00 Ostrava (hereinafter also referred to as "place of performance" or "place of delivery").
- 4.3. The person authorized for the Seller is ....., e-mail:....., tel.: .....
- 4.4. The person responsible for taking over the subject of performance is doc. Mgr. Steriani Elavsky, Ph.D., tel.: 553 462 804, e-mail: steriani.elavsky@osu.cz.
- 4.5. The handover of the goods will be confirmed by the signature of the authorized persons of the Seller and the Buyer on the handover protocol with the date of handover of the goods.
- 4.6. The buyer shall inspect the goods for obvious defects after delivery. If the Buyer finds that the goods have defects, he shall notify the Seller within 5 working days from the date of delivery of the goods. If the Buyer fails to do so, the Buyer shall be deemed not to have detected any apparent defects on the day following the expiry of 5 working days from the date of delivery of the goods.
- 4.7. The Buyer is not obliged to accept incomplete goods or goods that are defective, even if they are defects that, alone or in combination with others, would not prevent the proper use of the goods or substantially limit their use (hereinafter referred to as "defects"). If the Buyer fails to take delivery of the goods for this reason, or within 5 working days points out obvious defects, the goods shall be considered as if they had not been delivered by the Seller and the Seller shall be in default of the time limit pursuant to Article 4.1 of the Contract with all the consequences thereof. The Buyer shall allow the Seller to collect the defective goods from the place of performance on the basis of a prior agreement on the date of collection. The handover of the defective goods back to the Seller shall be confirmed between the parties by a handover and acceptance protocol. If the Buyer accepts goods with defects, the Seller undertakes to remove them without delay, but within 10 days at the latest.

#### 5. Price and payment terms

- 5.1. The total purchase price for the subject of purchase according to Article 3 of this Agreement was determined with reference to the Seller's offer in the amount of:

in <b>CZK/EUR</b> without VAT

- 5.2. The Seller is entitled to add VAT to the purchase price in the amount determined in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, as of the date of the taxable goods.
- 5.3. The agreed purchase price is final and cannot be exceeded. The Seller declares that the purchase price includes all necessary costs associated with the proper and timely performance of its obligations under this Agreement, in particular the proper delivery of the goods to the Buyer and the related performance under Article 3.5 of this Agreement.
- 5.4. The agreed unit prices may be changed only if during the term of this Contract the VAT rates are changed in accordance with Act No. 235/2004 Coll., on Value Added Tax.
- 5.5. Payment will be made on the basis of a tax document issued by the Seller after the Buyer has taken over the goods, due within 30 days from the date of delivery of the tax document to the Buyer. Each tax document (invoice) will contain the elements of a tax and accounting document according to Act No. 563/1991 Coll., on Accounting, as amended, and Act No. 235/2004 Coll., on Value Added Tax, as amended, and also an indication **that the goods will be paid for from the LERCO projekt with reg. no. CZ.10.03.01/00/22\_003/0000003**. The tax document that does not comply with the prescribed requirements will be returned by the Buyer by the due date of the tax document for correction, with the due date starting again from the date of delivery of the corrected or newly issued tax document. The invoice will be accompanied by a delivery note stating the name and price of the goods.
- 5.6. The Seller is obliged to send invoices by electronic means to [financni.uctarna@osu.cz](mailto:financni.uctarna@osu.cz).
- 5.7. The Buyer's obligation to pay the invoice shall be fulfilled on the date the relevant amount is debited from the Buyer's account.
- 5.8. The Seller assumes the risk of change of circumstances within the meaning of Section 1765(2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code").
- 5.9. The Buyer shall not provide any deposit to the Seller.

## 6. Contractual penalties

- 6.1. In the event of delay of the Seller in handing over the goods or part thereof to the Buyer against the deadline set out in Article 4.1., the Buyer is entitled to demand from the Seller a contractual penalty in the amount of 0,5 % of the total purchase price of the undelivered goods for each day of delay, but at least CZK 500 for each day of delay. This contractual penalty shall also be applied in case of delay in removing the defect according to point 4.7. of the Contract.
- 6.2. In the event of delay of the Seller in fulfilling its obligations in relation to defects within the time limits set out in Article 8 of this Contract, the Buyer is entitled to demand from the Seller a contractual penalty of CZK 500 for each day of delay.
- 6.3. In the event of delay of the Buyer with the payment of the invoice against the agreed deadline, the Seller is entitled to demand a contractual penalty of 0,1 % of the amount due for each day of delay.
- 6.4. The exercise of the claim for contractual penalty does not affect the Buyer's right to claim compensation for damages caused by the breach of duty by the Seller, which is secured by the contractual penalty. This also applies if the contractual penalty is reduced by a court decision.
- 6.5. Contractual penalties are payable on written demand.

## 7. Risk of damage to goods and transfer of ownership

- 7.1. The risk of damage to the goods and the ownership of the goods shall pass to the Buyer at the moment of their acceptance by the Buyer.

## 8. Warranty for quality, Rights from defective performance

- 8.1. Goods are defective if they do not conform to this Contract, are incomplete or non-functional.
- 8.2. The Buyer's rights from defective performance are based on the defect that the goods have at the time of delivery, between the delivery of the goods and the beginning of the warranty period or within the warranty

period. If the Buyer accepts the goods with defects according to clause 4.7, the warranty period for the goods shall only start when the defect is rectified.

- 8.3. The Parties agree that the goods shall be in conformity with this Contract for the agreed minimum warranty period.
- 8.4. The Seller undertakes to provide a guarantee for the quality of the goods, with a minimum guarantee period of **24 calendar months** from the date of acceptance of all goods, unless a longer guarantee period is specified in Annex 1 of the Contract, in the guarantee certificate or in another guarantee declaration. The Seller shall have obligations for defective performance at least to the extent that the manufacturer's obligations for defective performance continue. The Seller also undertakes to carry out regular servicing of the goods delivered, which is specified in more detail in Annex 1 to this Contract. This service is included in the price of the goods.
- 8.5. The warranty period of the goods starts from the date of receipt of all goods by the Buyer. If the goods have been received with defects as defined in clause 4.7, the warranty shall commence from the date of removal of the last of these defects.
- 8.6. The warranty period according to the previous paragraph does not run for the period of time during which the Buyer cannot use the goods due to defects for which the Seller is responsible, i.e. also due to their solution.
- 8.7. If the goods have a defect(s), the Buyer has the right to:
  - 8.7.1. to eliminate the defect by delivering new goods without defect,
  - 8.7.2. to remedy the defect by supplying the missing goods,
  - 8.7.3. to remove the defect by repairing the goods (if the defect can be removed by repair),
  - 8.7.4. a reasonable discount on the purchase price,
  - 8.7.5. or withdraw from the Contract.

The Buyer is entitled to choose and exercise any of the above rights at its discretion and taking into account the nature of the defect, or to choose and exercise a combination of these rights. The Buyer shall notify the Seller of the right chosen at the same time as the notification of the defect or without undue delay after notification of the defect.

- 8.8. The Buyer shall submit a request for the removal of defects to the Seller no later than on the last day of the warranty period by notifying the contact person of the Seller in writing or electronically to the e-mail of the contact person (hereinafter also referred to as the "claim"). Even a claim sent by the Buyer on the last day of the warranty period shall be deemed to be timely filed. In the complaint, the Buyer shall provide at least a description of the defect and/or information on how the defect manifests itself and the manner in which the Buyer requires the defect to be rectified.
- 8.9. The Seller undertakes to investigate the complaint and notify the Buyer in writing within 3 working days from the date of its receipt whether it accepts the complaint. If the Seller fails to do so within that period, it shall be deemed to accept the complaint and to remedy the defect in accordance with this Contract.
- 8.10. Even in cases where the Seller does not accept the claim, he is obliged to remove the defect. In such a case, the Seller shall notify the Buyer in writing that, due to the non-acceptance of the complaint, the Seller will claim the costs of removing the defect from the Buyer.
- 8.11. If the Seller does not accept the claim, its validity may be verified by an expert opinion, which shall be procured by the Buyer. In the event that the complaint is found to be justified by this expert opinion, the Seller shall also bear the costs of the expert opinion. The Buyer's right to free removal of the defect in this case also arises on the date of delivery of the claim to the Seller. If it is proven that the Buyer has made an unjustified claim, the Buyer is obliged to pay the Seller the proven and reasonable costs of removing the defect, which shall not exceed the normal price.
- 8.12. The Seller undertakes to remove the claimed defects in accordance with the Buyer's claimed right without delay, but no later than 30 days from the date of receipt of the claim, even if the removal of the defect is carried out by the Seller by a third party, unless otherwise agreed in writing by the parties. In the case of repair, the repair shall be initiated within 5 working days of the claim.

- 8.13. The parties undertake to provide each other with all necessary assistance in the removal of defects in the goods so that the defects are properly and timely removed. The Seller shall in particular:
- 8.13.1. in case of removal of the defect by delivery of new goods, to deliver the new goods to the same address where the replaced goods were delivered to the Buyer,
  - 8.13.2. to take over the goods, the defect of which is to be eliminated by repair, for repair at the place where it was handed over to the Buyer, and to hand over the repaired goods to the Buyer again at that place after the repair has been carried out.

Acceptance of the goods for removal of defects and subsequent handover of the goods after removal of defects will always take place on working days between 9:00 and 16:00, unless otherwise agreed between the Seller and the Buyer.

- 8.14. In the event that the Seller does not remove the defect within the time limit according to Article 8.12 of the Contract, or if the Seller refuses to remove the defect, the Buyer is entitled to remove the defect at its own expense and the Seller is obliged to reimburse the Buyer for the costs incurred to remove the defect within 10 days from the date of their written application to the Seller. In cases where the warranty conditions indicate that warranty repairs may only be carried out by an authorized person or where unauthorized intervention is associated with the loss of warranty rights, the Buyer may only remove the defect with the services of an authorized person.
- 8.15. During the warranty period, the Seller is obliged to carry out all service operations free of charge, the performance of which conditions the validity of the warranty. The dates of service operations will be determined according to the operational possibilities of the Buyer.
- 8.16. Exercise of the rights from defective performance by the Buyer, as well as the performance of the corresponding obligations of the Seller is not conditional or otherwise connected with the provision of any additional payment by the Buyer to the Seller or any other person.

## 9. Other arrangements

- 9.1. The Buyer is an obliged entity under Act No. 340/2015 Coll., on the Register of Contracts (hereinafter referred to as the "Act on the Register of Contracts"). The Seller acknowledges and expressly agrees that this Contract, including all amendments and supplements thereto, is subject to publication in the Register of Contracts (the public administration information system administered by the Ministry of the Interior). The Buyer undertakes to publish this Contract in accordance with the relevant Act on the Register of Contracts.
- 9.2. The Buyer shall publish the Agreement, including all amendments and supplements thereto pursuant to paragraph 9.1 of this Article in full. In the event that the Contract or an amendment contains classified information, trade secrets pursuant to Section 504 of the Civil Code, personal/sensitive data, intellectual property rights or other information that cannot be disclosed in accordance with the procedure under the regulations governing free access to information (hereinafter referred to as "protected information"), the Seller is obliged to disclose this fact to the Buyer no later than on the date of conclusion of the Contract, to identify such information accurately and to qualify the legal basis for its protection. These parts of the Contract (Protected Information) will not be disclosed to the Buyer. Otherwise, the Seller is aware of the fact that the publication of the Contract in its entirety under the cited laws is not considered a breach of trade secrets and that the Contract does not contain other protected information and the Seller expressly consents to its publication.
- 9.3. This Agreement shall enter into force on the date of its conclusion and shall become effective on the date of publication of the Agreement in the Register of Contracts.
- 9.4. Pursuant to Section 2(e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as amended, the Seller is a person obliged to cooperate in the performance of financial control.
- 9.5. The Seller is obliged to allow all entities authorized to carry out the control of the project, from which the delivery is paid, to check the documents related to the performance of the contract, for as long as the legal regulations of the Czech Republic provide for their archiving (Act No. 563/1991 Coll., on Accounting, and Act No. 235/2004 Coll., on Value Added Tax), but at least **until 2037**. These documents will be stored in the manner prescribed by the applicable legislation. The entities authorised to carry out the inspection shall also have the right of access to those parts of the offers, contracts and related documents which are

subject to protection under special legal regulations (e.g. as trade secrets, classified information), provided that the requirements imposed by legal regulations (e.g. Act No. 255/2012 Coll., on Inspection (Inspection Regulations), as amended) are met. The right of inspection pursuant to the preceding sentence shall also apply to any subcontractors of the Seller, of which the Seller shall be obliged to inform its subcontractors.

- 9.6. In matters not expressly covered by this Agreement, this contractual relationship shall be governed by the provisions of generally binding legal regulations, in particular the Civil Code and related regulations.
- 9.7. The Contract shall be drawn up in two copies with the validity of the original and each of the Parties shall receive one copy after their signature if the Contract is concluded in paper form.
- 9.8. This Agreement may only be amended or supplemented by written numbered amendments signed by authorized representatives of both Parties, except for Articles 4.3 and 4.4 of this Agreement, where the contact persons may be unilaterally changed or supplemented by written notice to the relevant Party.
- 9.9. The Buyer is entitled to withdraw from the Contract, or any part thereof, if the Buyer in any way loses its right to spend funds to pay the price for the subject of performance, or this right is in any way limited or curtailed. In particular, this will be the case if the provider of the contribution (the Ministry of Education and Science) either does not provide the relevant contribution to the Buyer at all, or reduces (shortens) it in any way, or declares the contribution or part of it to be unacceptable (or ineligible) for payment of the price for the subject of performance. If any of the aforementioned cases occur, the Seller's right to compensation for any damage or injury is excluded from the outset. This shall be without prejudice to the Seller's right of settlement in accordance with the applicable law.
- 9.10. The Seller agrees to ensure the legal employment of persons in the performance of this contract and to provide fair and dignified working conditions for the workers involved in the performance of the contract. Fair and dignified working conditions shall mean working conditions that meet at least the minimum standards set by labour and wage laws. The Seller shall ensure that its subcontractors also comply with the requirements of this provision of the Contract. Failure of the Seller to comply with its obligations under this clause of the Contract shall be deemed a material breach of the Contract with the possibility of the Buyer withdrawing from this Contract. Withdrawal from this contract shall be effective in such case upon delivery of a written notice of withdrawal to the other party.
- 9.11. The Seller undertakes to always indicate on the invoice a bank account which is a domestic bank and which will have been published by the tax administrator at the time of invoice issue and due date in a manner allowing remote access, as required by the VAT Act, so that the Buyer does not get into the position of a guarantor for the payment of VAT for the Seller due to payment to an undisclosed or foreign bank account.
- 9.12. If the Seller becomes an unreliable VAT payer within the meaning of S 106a of the VAT Act by the due date of the invoice and the Buyer is thus in a position where the Seller is liable for the payment of VAT under the VAT Act, the Seller is obliged to inform the Buyer of this fact without delay.
- 9.13. If the Buyer finds itself in a position where it is legally liable for the payment of VAT on behalf of the Seller (e.g. for the reasons described in clause 9.11. or 9.12. of this article), the Buyer is entitled to pay the Seller the invoice value only in the amount exclusive of VAT and to pay the VAT to the account of the locally competent tax administrator of the Seller and the Seller agrees to this procedure. Furthermore, in the event that the events referred to in clause 9.11 of this Article occur, the Buyer shall also have the right to suspend payment of the full amount of the obligation until the Seller provides the Buyer with the number of such bank account, which is maintained in a Czech bank and is published by the tax administrator. In both cases, the obligation shall be deemed to have been duly and timely fulfilled and the Buyer shall not be in default of payment.
- 9.14. The Buyer also reserves the right to apply the institute of a special method of securing value added tax pursuant to S 109a of the VAT Act. In the event that circumstances arise that allow the Buyer (recipient of taxable performance) to apply a special method of securing tax pursuant to S 109a of the VAT Act, the Buyer (recipient of taxable performance) will inform the Seller (provider of taxable performance) of this fact. In case of application of the special method of securing the tax, the relevant amount of VAT will be paid to the personal deposit account of the Seller (provider of the taxable supply) kept with his local competent tax administrator, on the original due date. In the event that the Buyer (recipient of the taxable

supply) applies the institute of the special method of securing value added tax in accordance with this agreement, this payment shall be deemed to be the fulfilment of the part of the Buyer's (recipient's) obligation corresponding to the relevant amount of VAT agreed as part of the agreed price for the taxable supply. The Buyer's obligation to pay the agreed contractual price including VAT (tax base to the account designated by the Seller and the relevant VAT to the deposit account held with the Seller's local tax authority as part of the tax security) is hereby deemed to have been duly and timely fulfilled and the Buyer shall not be in default of payment. The use of the tax guarantee institute is at the discretion of the Buyer (recipient of the taxable supply), who must assess the potential risks of liability for the tax not paid by the supplier before making payment of the liability on account of the supply. The Buyer does not need the Seller's consent to apply the special tax security.

- 9.15. Provisions 9.11. to 9.14. apply to the Seller who is assigned a Czech VAT number.
- 9.16. The Seller shall be obliged to pay the Buyer for any damages incurred by the Buyer by failing to comply with the obligations set out above in this Article and, in addition, the Buyer shall be entitled to withdraw from this Agreement. The withdrawal shall become effective on the date of its delivery to the Seller.
- 9.17. After reading the Contract, the Parties confirm that they have understood the contents of the Contract, that the Contract expresses their true, free and serious will, and that it was not concluded under duress or on manifestly unfavourable terms, and sign it in proof of this fact.

Attachment:

Annex 1 - **Detailed technical specification of the subject of performance**

On behalf of the Buyer on .....

For the Seller on .....

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**doc. Mgr. Daniel Jandačka, Ph.D.**  
Dean of the Faculty of Education, University of Ostrava

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