Purchase Contract

 (hereafter the “**Contract”**)

1. **CONTRACTUAL PARTIES**
	1. **Fyzikální ústav AV ČR, v. v. i.,**

with seat: Na Slovance 1999/2, 182 00 Praha 8, Czech Republic

represented by: RNDr. Michael Prouza, Ph.D., Director,

registered in the Register of public research institutions of the Ministry of Education, Youth and Sports of the Czech Republic.

ID No.: 68378271

Tax ID No.: CZ68378271

Bank: UniCredit Bank Czech Republic and Slovakia, a.s.

Account No. IBAN: CZ3127000000002106535627; SWIFT (BIC): BACXCZPP

(hereinafter the “**Buyer**”)

and

* 1. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

with seat: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

represented by: \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_,

registered in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

ID No.: \_\_\_\_\_\_\_\_\_\_\_\_

Tax ID No.: \_\_\_\_\_\_\_\_\_\_\_\_

Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Account No. IBAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; SWIFT (BIC): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (TO BE FILLED IN BY THE BIDDER)

(hereinafter the “**Seller**”),

(the Buyer and the Seller are hereinafter jointly referred to as the “**Parties**” and each of them individually as a “**Party**”).

1. **FUNDAMENTAL PROVISIONS**
	1. The Buyer is implementing the project **"Brain 4 Industry - Innovation centre"** aimed at increasing the competitiveness of small- and medium-sized enterprises by introducing digitization, new technologies, and artificial intelligence into business or production processes.
	2. The Buyer wishes to acquire the subject of performance hereof for the purpose of performing post-processing of plastic parts produced by 3D printing, specifically specifically smoothing the surface of parts through the evaporation of solvents.
	3. The Seller was selected as the winner of **Part 2** of a public procurement procedure announced by the Buyer in accordance with Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter the **“Act”**), for the public contract called **“Equipment for Post-Processing plastic 3D printed parts”** (hereinafter the “**Procurement Procedure**”).
	4. The documentation necessary for the execution of the subject of performance hereof consist of
		1. **Technical specifications** of the subject of performance hereof attached as **Annex No. 1** hereto**.**
		2. The Seller´s bid submitted within the Procurement Procedure in its parts which describe the subject of performance in technical detail (hereinafter the “**Sellers’s Bid**”) as **Annex No. 2** hereto.

In the event of a conflict between the Contract and its Annexes or Annexes to each other, a technical requirement of a higher level or a business condition more favorable to the Buyer always takes precedence.

* 1. The Seller declares that he has all the professional prerequisites required for the supply of the subject of performance under this Contract, is authorised to supply the subject of performance and there exist no obstacles on the part of the Seller that would prevent him from supplying the subject of this Contract to the Buyer.
	2. The Seller acknowledges that the Buyer is not an entrepreneur in relation to the subject of this Contract, nor does the subject of this Contract relate to the Buyer's business activities.
	3. The Seller acknowledges that the production and delivery of the subject of performance within the specified time and of the specified quality, as shown in Annexes No. 1 and 2 of this Contract (including invoicing), is essential for the Buyer. If the Seller does not fulfil the contractual requirements, the Buyer may incur damages.
	4. The Parties declare that they shall maintain confidentiality with respect to all facts and information, which they learn in connection herewith and / or during performance hereunder, and whose disclosure could cause damage to either Party. Confidentiality provisions do not prejudice obligations arising from valid legislation.
1. **SUBJECT-MATTER OF THE CONTRACT**
	1. The subject of this Contract is the obligation on the part of the Seller to deliver and transfer into the Buyer’s ownership:

the **Equipment for chemical smoothing of plastic parts**

(hereafter the **“Equipment”**)

specified in detail in Annexes No. 1 and No. 2 hereto and the Buyer undertakes to take delivery of the Equipment and to pay to the Seller the agreed upon price.

* 1. The following activities form an integral part of the performance to be provided by the Seller:
		1. Transport of the Equipment incl. all accessories specified in Annexes 1 and 2 of the Contract to the place of performance, un-packaging and control thereof;
		2. Installation of the Equipment and its commissioning at the site;
		3. Testing of the Equipment to verify its functionality; this will involve conducting tests on real prints from SLS technology to demonstrate that the Equipment operates fully in accordance with the specifications outlined in Annexes No. 1 and 2 hereto and meets all declared parameters without exception; the Buyer will specifically verify:
		4. Surface roughness,
		5. Quality of internal/external surfaces,
		6. Process speed,
		7. Material consumption and
		8. Consistency of surface colors.
		9. Delivery of detailed instructions and manuals for operation and maintenance, including list of spare parts, etc. - all in Czech or English language, in electronic or hardcopy (printed) versions;
		10. Training of operators focused on controlling the Equipment after its successful installation on site - at least 1 full day (8 hours) of training of 4 operators;
		11. Free-of-charge warranty service during the warranty term;
		12. Provision of free technical support in the form of consultations, e.g. regarding fine tuning of the Equipment. The Seller shall provide the Buyer with this free support even after the warranty expires.
	2. The Seller shall be liable for the Equipment and related services to be in full compliance with this Contract, its Annexes and all valid legal regulation, technical and quality standards and that the Buyer will be able to use the Equipment for the defined purpose. In case of any conflict between applicable standards it is understood that the stricter standard or its part shall always apply.
	3. The delivered Equipment and all its parts and accessories must be brand new and unused.
1. **PERFORMANCE PERIOD**
	1. The Seller undertakes to properly hand over the Equipment to the Buyer (after prior installation and commissioning) within **90 days** of conclusion of the Contract.
	2. The Seller is obliged to notify the Buyer of the date of delivery and installation of the Equipment at least 2 weeks in advance. This term is subject to the consent of the Buyer.
	3. The performance period shall be extended by a period during which the Seller could not perform due to obstacles on the part of the Buyer.
	4. In the event that, due to obstacles on the part of the Buyer, it is not possible to deliver and hand over the Equipment on the agreed date or within the period according to Section 4.1, the Seller is not entitled to claim payment of any additional costs against the Buyer.
2. **PURCHASE PRICE, INVOICING, PAYMENTS**
	1. The purchase price is based on the Seller’s submitted bid and amounts to **\_\_\_\_\_\_\_\_ CZK** (in words: \_\_\_\_\_\_\_\_\_\_\_) (TO BE FILLED IN BY THE BIDDER)excluding VAT (hereafter the **“Price”**). VAT shall be settled in accordance with the valid Czech regulation.
	2. The Price includes any and all performance provided by the Seller in connection with meeting the Buyer’s requirements for the proper and complete delivery of the Equipment hereunder, as well as all costs that the Seller may incur in connection with the delivery, installation and testing of the Equipment upon handover, and including all other costs or expenses that may arise in connection with the performance of the Contract.
	3. The Seller is entitled to invoice the Price after the handover protocol in accordance with Section 9.4 (hereafter the **“Handover Protocol”**) will have been signed. In case the Equipment will be delivered with minor defects, the Price shall be invoiced after removal of these minor defects.
	4. All invoices issued by the Seller must contain all information required by the applicable laws of the Czech Republic. Mandatory invoice details are as follows:
		1. name and registered office of the Buyer,
		2. tax identification number of the Buyer,
		3. name and registered office of the Seller,
		4. tax identification number of the Seller,
		5. registration number of the tax document (invoice),
		6. scope of the performance (including the reference to this Contract),
		7. the date of the issue of the tax document (invoice),
		8. purchase Price,
		9. the date of conclusion of the Contract and its registration number, which the Buyer shall communicate to the Seller based on Seller’s request before the issuance of the invoice,

and it must comply with the double taxation agreements, if applicable.

* 1. The Buyer prefers electronic invoicing with the invoices being delivered to efaktury@fzu.cz.
	2. Invoices shall be payable within thirty (30) days of the date of their delivery to the Buyer. Payment of the invoiced amount means the date of its remittance to the Seller’s account.
	3. If an invoice is not issued in conformity with the payment terms stipulated by the Contract or if it does not comply with the requirements stipulated by law, the Buyer shall be entitled to return the invoice to the Seller as incomplete, or incorrectly issued, for correction or issuance of a new invoice, as appropriate, within five (5) business days of the date of its delivery to the Buyer. In such a case, the Buyer shall not be in delay with the payment of the Price or part thereof and the Seller shall issue a corrected or new invoice with a new and identical maturity period commencing on the date of delivery of the corrected or newly issued invoice to the Buyer.
	4. The Buyer shall be entitled to unilaterally set off any of his payments against any receivables claimed by the Seller due to:
		1. damages caused by the Seller,
		2. contractual penalties.
	5. The Seller shall not be entitled to set off any of his receivables against any part of the Buyer’s receivable hereunder.
1. **OWNERSHIP TITLE**

Ownership of the Equipment and the associated risk of damage is transferred to the Buyer upon proper handover of the Equipment in accordance with Section 9.4 of the Contract.

1. **PLACE OF** **PERFORMANCE**

The place of performance (delivery and handover of the Equipment) shall be the building of the "Brain 4 Industry" innovation centre in Za Radnicí Street, for the time being without a registration number, on the grounds of parc. No. st. 66/2, parc. No. 80/1, 85/7, 85/8 and 717/1, in the cadastral territory of Dolní Břežany, municipality of Dolní Břežany, Czech Republic.

1. **COOPERATION OF THE PARTIES**
	1. The Seller undertakes to notify the Buyer of any obstacles on his part, which may negatively influence proper and timely delivery and/or handover of the Equipment.
	2. The Seller is obliged to notify the Buyer of inappropriate preparation of the place of performance, if possible.
2. **DELIVERY, INSTALLATION, HANDOVER AND ACCEPTANCE**
	1. The Seller shall transport the Equipment at his own cost to the place of performance. If the shipment is intact, the Buyer shall issue delivery note for the Seller.
	2. The Seller shall perform and document the installation of the Equipment and launch experimental tests according to Section 3.2.3 hereof in order to verify whether the Equipment is functional and meets the technical requirements of Annexes No. 1 and 2 hereof.
	3. Handover procedure includes handover of any and all technical documentation pertaining to the Equipment, user manuals and certificate of compliance of the Equipment and all its parts and accessories with approved standards.
	4. The handover procedure shall be completed by handover of the Equipment confirmed by the Handover Protocol. The Handover Protocol shall contain the following mandatory information:
		1. Information about the Seller, the Buyer and any subcontractors;
		2. Description of the Equipment including description of all components and their serial / production numbers;
		3. Description of executed tests according to Section 3.2.3 of the Contract and their results;
		4. Confirmation of operator training according to Section 3.2.5 hereof, including a list of participants and information on its extent;
		5. List of technical documentation including manuals;
		6. Eventually reservation of the Buyer regarding minor defects including the manner and deadline for their removal and
		7. Date of signature of the Handover Protocol.
	5. Handover of the Equipment does not release the Seller from liability for damage caused by its defects.
	6. The Buyer shall not be obliged to accept Equipment, which would show defects (even those that do not - on their own or in connection with other defects - constitute an obstacle to the use of the Equipment). In this case, the Buyer shall issue a record containing the reason for his refusal to accept the Equipment.
	7. Should the Buyer not exercise his right not to accept the Equipment with a defect, the Seller and the Buyer shall list all defects found in the Handover Protocol, including the manner and deadline for their removal. Should the Parties not be able to agree in the Handover Protocol on the deadline for removal of the defects, it shall be understood that all above shall be removed / rectified within 7 days from the handover of the Equipment.
3. **PROVISION OF TECHNICAL SUPPORT**

In accordance with Section 3.2.7 hereof, the Seller is obliged to provide the Buyer with free consultations and technical support related to the Equipment during the warranty and post-warranty periods**.**

1. **REPRESENTATIVES, NOTICES**
	1. The Seller authorized the following representatives to communicate with the Buyer in all matters relating to the Equipment delivery and handover:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

tel. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (TO BE FILLED IN BY THE BIDDER)

* 1. The Buyer authorized the following representatives to communicate with the Seller in all matters relating to the Equipment delivery and handover:

xxxxxxxxxxxxxxxx
e-mail: xxxxxxxxxxxxxxxx
tel. (+420) xxxxxxxxxxxxxxxx

* 1. The representatives according to Sections 11.1 and 11.2 can be changed by a unilateral written declaration of the Party delivered to the other Party.
	2. All notifications made between the Contracting Parties pursuant to this Contract, unless otherwise specified in the Contract, must be delivered to the other Contracting Party in person (with confirmed receipt) or by registered post (to the Buyer’s or Seller’s address), or in some other form of registered post or electronic delivery incorporating electronic signature (qualified certificate) to epodatelna@fzu.cz in case of the Buyer and to …….@...... (TO BE FILLED IN BY THE BIDDER) in case of the Seller.
	3. In all technical and expert matters (discussions on the Equipment testing, notification of the need to provide warranty or post-warranty service, technical assistance etc.), electronic communication between technical representatives of the Parties will be acceptable using e-mail addresses defined in Sections 11.1 and 11.2.
1. **TERMINATION**
	1. This Contract may be terminated early by agreement of the Parties or withdrawal from the Contract on the grounds stipulated by law or in the Contract.
	2. The Buyer is entitled to withdraw from the Contract without any penalty from the Seller in any of the following events:
		1. The Seller is in delay with the delivery of the Equipment longer than 2 weeks after the date pursuant to Section 4.1 hereof.
		2. The technical parameters or other conditions set out in the technical specifications defined in Annexes 1 and 2 to this Contract and in the relevant applicable technical standards will not be met by the Equipment at handover.
		3. The Seller is more than 1 week in delay with the removal of Equipment defects listed in the list of detected defects of the Handover Protocol according to Section 9.7.
		4. Facts emerge bearing evidence that the Seller will not be able to deliver and/or hand over the Equipment.
		5. The Seller has breached the obligations specified within the conditions of the Procurement Procedure, in particular the obligations arising from the affidavit which forms Annex No. 3 to this Contract, necessary for the selection of an economic operator according to Section 2.3 of this Contract.
	3. The Seller is entitled to withdraw from the Contract in the event of the Buyer being in default with the payment for more than 1 month with the exception of the cases when the Buyer refused an invoice due to defect on the delivered Equipment or due to breach of the Contract by the Seller.
	4. Withdrawal from the Contract becomes effective on the day the written notification to that effect is delivered to the other Party. The Party which had received performance from the other Party prior to such withdrawal shall duly return such performance within 30 days from the date of sending the notification of withdrawal by the withdrawing Party, unless the withdrawing Party sets a longer period.
	5. In the event of early termination of the Contract, the Seller is obliged to ensure the removal of the Equipment from the place of performance within 30 days from the date on which withdrawal from the Contract became effective. The Buyer will provide the Seller with the necessary cooperation similar to the cooperation during the installation of the Equipment. The cost of removal shall be paid by the Party which caused the premature termination of the Contract by breaching it.
2. **INSURANCE**
	1. The Seller undertakes to insure the Equipment against all risks, in the amount of the Price for the entire period commencing when transport of the Equipment starts until duly handed over to the Buyer. In case of breach of this obligation, the Seller shall be liable to the Buyer for any damage that may arise in connection thereof.
	2. The Seller is liable for the damage that he has caused. The Seller is also liable for damage caused by third parties undertaken to carry out performance or its part under this Contract.
3. **WARRANTY TERMS**
	1. The Seller shall provide warranty for the quality of the Equipment for a period of **\_\_\_\_ months** (TO BE FILLED IN BY THE BIDDER – minimum is 12 months).
	2. The warranty period shall commence on the day following the date of signing of the Handover Protocol pursuant to Section 9.4 hereof. The warranty does not cover consumable parts.
	3. The Seller undertakes to provide free servicing of the Equipment through authorized technicians and free regular service inspection at the place of performance to the extent specified by the Equipment manufacturer and by the Contract for the entire warranty period according to this Contract, including repairs, delivery of spare parts, transport and work of an authorized service technician.
	4. Should the Buyer discover a defect, he shall notify the Seller to rectify such defect using the e-mail address: …….@...... (TO BE FILLED IN BY THE BIDDER). The Seller is obliged to notify the Buyer without delay about any change of this e-mail address.
	5. The Seller shall be obliged to review any warranty claim within 48 hours (within business days) from its receipt and to propose solution. In case the nature of the claimed defect requires to be dealt with by a qualified technician, such person must be sent and must appear at the place of performance within 5 business days from receipt of the above-mentioned warranty claim. All the above remains in effect unless agreed otherwise by the Parties. During the warranty period, the Seller shall be obliged to rectify any claimed defects within 15 days from receipt of the Buyer’s notification. In cases of unusual defects, the Seller shall be obliged to rectify the defect in the period corresponding to the nature of the defect and to define the deadline for the handover of the rectified Equipment.
	6. During the warranty period, any and all costs associated with defect rectification / repair including transport and travel expenses of the Seller shall be always borne by the Seller.
	7. The repaired Equipment shall be handed over by the Seller to the Buyer on the basis of a protocol confirming removal of the defect (hereinafter the “**Repair Protocol**”). If the Equipment is delivered duly repaired and defect-free, the Buyer will confirm the Repair Protocol.
	8. The repaired portion of the Equipment shall be subject to a new warranty term in accordance with Section 14.1 which commences to run on the day following the date when the Repair Protocol was executed.
	9. If the Equipment shows defects for which it cannot be demonstrably used to its full extent for more than 60 days (defect period) during six or fewer consecutive months of the warranty period, the Seller is obliged to eliminate the defect by delivering a new Equipment without defects within a period of 60 days from receipt of the Buyer’s notification, unless the Parties agree otherwise.
	10. The Seller undertakes to provide paid post-warranty [out-of-warranty] service at the place of performance, including repairs, delivery of spare parts and transport and work of a service technician, under the conditions of Sections 14.4 and 14.5 and at a price not exceeding the usual price also for a minimum period of 7 years after the expiration of the warranty.
4. **CONTRACTUAL PENALTIES**
	1. The Buyer shall have the right to a penalty in the amount of 0.1 % of the Price for each commenced day of delay with the performance pursuant to Sections 4.1 and 14.9 hereof.
	2. The Buyer shall have the right to a penalty in the amount of 1.000,00 CZK for each commenced day of delay with rectifying of defects claimed pursuant to Section 14.4 and 14.10 hereof.
	3. In the event of withdrawal from the Contract due to the reason according to Section 12.2.2 hereof, the Buyer is entitled to apply a contractual penalty in the amount of 10 % of the Price against the Seller.
	4. In the case of default in payment of any due receivables (monetary debt) under the Contract, the defaulting Buyer or Seller (the debtor) shall be obliged to pay a contractual penalty in the amount of 0.1 % of the owed amount for each commenced day of delay with the payment.
	5. Contractual penalties are payable within 30 days of notification demanding payment thereof.
	6. Payment of the contractual penalty does not prejudice the rights of the Parties to claim damages.
	7. Payment of any contractual penalty cannot be demanded if the breach of the contractual obligation causes force majeure.
5. **DISPUTES**

In the event that any dispute cannot be resolved by negotiations, the dispute shall be resolved by the competent court in the Czech Republic based on application of any of the Parties; the court having jurisdiction will be the court where the seat of the Buyer is located. Disputes shall be resolved exclusively by the law of the Czech Republic.

1. **FINAL PROVISIONS**
	1. This Contract may be changed or supplemented solely by means of numbered amendments in writing, furnished with the details of time and place and signed by duly authorised representatives of the Parties. The Parties expressly reject modifications to the Contract in any other manner.
	2. The Parties agree that the Contract as a whole, including all attachments, will be published in accordance with Act No. 340/2015 Coll. on special conditions for the effectiveness of some contracts, publication of these contracts and Contract Register, as amended. The Buyer shall ensure the publication of the Contract.
	3. This Contract becomes effective as of the day of its publication in the Contract Register.
	4. The following Annexes form an integral part of the Contract:

Annex No. 1: Technical specification on the subject of performance (Bidder shall fill in the table columns “Description and specification of the Equipment offered by the Seller” and “Complies YES / NO”)

Annex No. 2: Technical description of the Equipment as presented in Seller’s bid (Bidder shall present in his bid)

Annex No. 3: Affidavit according to § 6 paragraph 4 of the Act No. 134/2016 Coll.

* 1. The Parties declare that they have read the Contract, understand its content and agree with it, as proof of which they attach their signatures.

In Prague

For the Buyer:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RNDr. Michael Prouza, Ph.D.

Director

In \_\_\_\_\_\_\_\_\_\_

For the Seller:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_ (TO BE FILLED IN BY THE BIDDER)

**Annex No. 1 - Technical specification on the subject of performance**

**The Equipment must meet the technical conditions and include components listed in this table.**

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Description and minimum specification of the Equipment as defined by the Buyer | Description and specification of the Equipment offered by the Seller | Complies YES/NO |
| 1‍ | the Equipment must allow chemical smoothing of plastic parts produced by 3D printing technologies such as SLS, MJF, SAF, HSS, and FDM/FFF |  |  |
| 2 | supported materials: PA, PP, PPS, TPU, ABS, PET, PC, ASA |  |  |
| 3 | principle of Equipment operation: surface smoothing of thermoplastics using solvent vapor |  |  |
| 4 | processing chamber with adjustable working pressure |  |  |
| 5 | processing chamber with heating capability |  |  |
| 6 | support for industrial communication standards (Wi-Fi, Ethernet, or RS485) |  |  |
| 7 | support for MES/ERP systems |  |  |
| 8 | capability to create custom programs |  |  |
| 9 | support for storing custom work programs |  |  |
| 10 | accessories for hanging and arranging parts in the working chamber |  |  |
| 11 | minimum working chamber volume of 45 liters |  |  |
| 12 | power supply designed for 400V voltage (3-phase) |  |  |
| 13 | In case of necessity caused by a change in legislation, it must be possible to modify the Equipment in such a way that it can be used to allow the use of environmentally friendly solvents. The cost of such modification must not exceed 20% of the Price. |  |  |

(Bidders shall fill in the columns “Description and specification of the Equipment offered by the Seller” and “Complies YES / NO”.)

**Annex No. 2**

**The Seller’s bid in the extent it describes technical parameters of the Equipment**

(Bidder shall present in his bid)

**Annex No. 3**

**Affidavit according to § 6 paragraph 4 of the Act No. 134/2016 Coll.**

(to be attached before the conclusion of the Contract)