**draft contract for a public contract**

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| **Identification of the public contract** |

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| **Name:** | **Laser Ablation Inductively Coupled Plasma Time of-Flight Mass Spectrometer** |
| Type of procurement: | Supply  |
| Type of procedure: | Open procedure |
| Public procurement address: | <https://zakazky.muni.cz/vz00007810> |

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| **Identification of the contracting authority** |
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| **Name:** | **Masaryk University - Faculty of Pharmacy** |
| Seat:  | Palackého třída 1946/1, 612 00 Brno |
| ID NO: | 00216224 |
| Represented by:  | Prof. PharmDr. Mgr. David Vetchý, Ph.D., Dean |

**Cover letter**

All technical, commercial and other contractual terms and conditions, **which** are prepared by the contracting authority in the form of a draft contract, **must be fully respected by the selected supplier**.

The contracting authority **does not require the draft contract to be submitted** in the tender.

**PURCHASE CONTRACT**

pursuant to Section 2079 et seq. of Act No 89/2012 Coll., the Civil Code, as amended *(hereinafter referred to as 'the* ***CC****')*

concluded between the contracting parties, who are:

**Buyer**

Name: **Masaryk University, Faculty of Pharmacy**

Registered office: Žerotínovo nám. 617/9, 601 77 Brno

Contact address: Palackého třída 1946/1, 612 00 Brno

ID: 00216224

TAX ID: CZ00216224

Represented by: Prof. PharmDr. Mgr. David Vetchý, Ph.D., Dean

Contact person: Mgr. Markéta Kandrnálová, Ph.D., kandrnalovam@pharm.muni.cz

Contact person for handing over the Thing: Mgr. Michaela Kuchynka, Ph.D., +420 549 49 4881, kuchynkam@pharm.muni.cz

 *(hereinafter also referred to as "****Buyer****")*

**Seller**

Business name/name: .................

Registered office: .................

BUSINESS ID: .................

TAX ID/VAT ID: .................

Represented by: .................

Commercial Register Entry: .................

Bank connection: .................

IBAN: .................

Correspondence address: .................

Contact persons: ................., tel. no.: .................,, e-mail: .................

*(hereinafter also referred to as the "****Seller****"; the Seller together with the Buyer referred to as the "****Parties****")*

The Buyer, as the contracting authority for the public contract **Laser Ablation Inductively Coupled Plasma Time of-Flight Mass Spectrometer** *(hereinafter referred to as the "****Public Contract****")* awarded in a tender procedure in accordance with Act No. 134/2016 Coll., on Public Procurement, as amended, *(hereinafter referred to as the "****PPA****"),* has decided to select the Seller to perform the Public Contract. The Parties hereby enter into this Purchase Contract *(hereinafter referred to as the "****Contract****")* on the date, month and year indicated below.

1. Introductory provisions and purpose of the Contract
	1. The Public Contract is a set of obligations of the Seller which are described in particular in the subject matter of the Contract.
	2. The purpose of this Contract is to negotiate the mutual rights and obligations of the Parties so that the Public Contract may be performed in a proper and timely manner to the satisfaction of both Parties. In this context, the Buyer further states that it requires the Public Contract to be performed in order to **obtain Laser Ablation Inductively Coupled Plasma Time of-Flight Mass Spectrometer**.
	3. The Seller is aware of all its rights and obligations under the Contract and in this context expressly affirms that
		* + 1. has the relevant knowledge and expertise,
				2. will act with due diligence,
				3. has sufficient previous experience in the performance of obligations similar in content and scope to those agreed in the Contract.
	4. **Subsidies**
		* 1. The Buyer is a recipient of a subsidy for the Public Contract, namely from the OP JAK ERDF - project reg. no. CZ.02.02.01/00/23\_023/0009100, "INVEST4MUNI" *(hereinafter referred to as the "****Project****")*.
			2. The Parties acknowledge that any, even partial, non-performance of the obligations under the Contract, whether on the part of the Buyer or the Seller, may jeopardize the use of the subsidy, or may lead to the imposition of sanctions on the Buyer by the authorities authorized to exercise control over the Project.
	5. The Contract consists of the main body and the following annexes:
		* + 1. Annex No. 1 - Technical Specification of the Item,
				2. Annex No. 2 - Model delivery note.
			1. The Parties agree that in case of discrepancies or contradictions, the provisions of the main body of the Contract shall prevail over the provisions of all Annexes to the Contract.
	6. The Seller shall ensure the legal employment of persons in the performance of the Contract and shall ensure an adequate level of occupational safety and fair and dignified working conditions for workers involved in the performance of the Contract. An adequate level of occupational safety and fair and dignified working conditions means working conditions that meet at least the minimum standards set by labour and wage laws. The Buyer shall be entitled to request the production of documents from which these obligations arise and the Seller shall be obliged to provide them to the Buyer without undue delay. 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 provision of the Contract shall be deemed a material breach of the Contract .
	7. In connection with the performance of the Contract, the Seller shall endeavour to minimise its environmental impact, respect sustainability or circular economy opportunities and, where possible and appropriate, implement new or significantly improved products, services or processes; it shall also require this commitment from its subcontractors.
	8. The Seller shall communicate to the Buyer the name and VAT identification number or tax identification number of the first-tier subcontractor for subcontracts above EUR 50,000 [3] and the subcontract (date of contract, name, reference number and contract amount) within 3 working days after the conclusion of this contract. The Seller shall provide the requested information to the Buyer in writing via email to the contact person indicated in this contract or via a message sent via the contracting authority's profile. The obligation referred to in this paragraph shall not apply if the Seller declares (in a similar manner) to the Buyer that it will perform the subject matter of this contract without the use of subcontractors or that none of the subcontracts reaches the threshold amount of EUR 50,000.
2. [[1]](#footnote-1)Subject matter of the Contract
	1. The Seller undertakes to hand over to the Buyer the object of purchase under the terms of the Contract, to enable the Buyer to acquire title to it and to fulfil the related obligations, and the Buyer undertakes to accept the object of purchase and to pay the agreed purchase price.
	2. The object of purchase shall be the item or items of the specification, quality, design and other characteristics including the quantity requirements set out in Annex 1 to the Contract *(hereinafter referred to as the "****Item****").* Unless otherwise specified in the Contract, the provisions relating to the Item shall apply to all Items to be delivered under the Contract.
	3. The Seller declares that:
		* + 1. is or at the time of delivery of the Item shall be the sole owner thereof,
				2. the Item is new, i.e. not previously used or refurbished,
				3. The matter corresponds to the Contract; i.e., that it has the characteristics agreed by the Parties and, in the absence of an agreement, the characteristics described by the Seller or the manufacturer of the Item or expected by the Buyer with regard to the nature of the Item and on the basis of advertising carried out by them, that the Item will fulfil the purpose arising from the Contract, or. further which the Parties state or for which a Item of this kind is usually used, that it complies with the requirements of the law, that the Item will not have any defects, even legal ones, and if more than one Item is to be delivered under the Contract, that it will be delivered in the appropriate quantity.
	4. If supplies or services are required as a necessary and self-evident condition for the proper and timely performance of the express provisions of the Contract and are not expressly mentioned in the Contract, the Parties shall treat them as if they were expressly mentioned in the Contract. The Seller is thus obliged to procure or perform such supplies or services at its own expense, provided that their cost is included in the purchase price.
3. Conditions of performance of the subject matter of the Contract
	1. The Parties declare that they will perform their obligations in a proper and timely manner. The Seller shall deliver the Item with due diligence at the agreed time. The Seller shall deliver the Item in accordance with this Contract, applicable laws, regulations and technical and other standards directly or indirectly applicable to the delivery of the Item.
	2. **Transportation of the Item**

The Seller undertakes to transport the Item to the place of its delivery; the Seller shall inform the Buyer of the specific date of delivery of the Item at least 3 working days in advance, unless otherwise agreed between the Buyer and the Seller. Upon delivery, the Seller shall also unpack the Item and check if it is obliged to place or assemble the Item.

* 1. **Requirements for placement or installation of the Item**
		+ 1. The Seller undertakes to carry out in particular
				1. the location of the Item, i.e. its location at the place of handover of the Item and its connection to resources, in particular to electrical and fibre optic distribution, water distribution, demineralised water, gas, industrial gases, heat, cooling or air conditioning, as well as its functional interconnection with other items or other equipment of the Buyer, if the full operation of the Item is conditional on such connection or interconnection, or

the assembly of the Item, i.e. in particular the assembly of the Item from individual components, its seating or attachment to vertical or horizontal structures, connection to sources, in particular to electrical and fibre optic distribution, water distribution, demineralised water, gas, industrial gases, heat, cold or air conditioning, as well as the functional interconnection with other items or other equipment of the Buyer, if the full operation of the Item is conditional on such connection or interconnection,

* + - * 1. the installation and programming of the software of the Item if the full operation of the Item is conditional upon such installation or programming,

so that the Item can reliably perform its purpose.

* + - 1. The Seller undertakes to consult with the Buyer on the design of the connection of the Item to the resources as well as on the design of the functional interconnection of the Item with other items or other equipment of the Buyer within the meaning of the preceding provision *(hereinafter also referred to as the "****Connection Proposal“****).* The Seller shall submit the Connection Proposal to the Buyer in time for the timely fulfilment of the obligation to hand over the Item. The Seller shall not, prior to the approval of the Connection Proposal by the Buyer, perform those obligations under the Contract where this would or might create a conflict with the approved Connection Proposal.
	1. **Materials, products and equipment used**
		+ 1. All materials, products and equipment used by the Seller to fulfill its obligations under the Contract shall be furnished by the Seller, unless the Contract expressly provides that they shall be furnished by the Buyer.
			2. The Seller agrees that no products, materials or products shall be used in the performance of the obligations under the Contract.
				1. materials, products or equipment that are known at the time of use not to comply with relevant safety, hygiene, environmental or other legislation,
				2. materials, products or equipment the use of which, or the effect of the use of which, could be harmful to humans or the environment; or
				3. materials, products or equipment which do not have the required attestations, certifications or declarations of performance or declarations of conformity where these are necessary for their use under the relevant legislation.
	2. **Testing and verification of the correct functioning of the Item**

The Seller undertakes to test and verify the correct functionality of the Item, to adjust or revise it, if necessary, including the submission of evidence of the professional competence of the person who performed the adjustment or revision, as well as other acts and activities necessary for the Item to reliably fulfil its purpose.

* 1. **Demonstration of the ability of the Item to reliably serve its purpose**
		+ 1. The Seller undertakes to demonstrate to the Buyer that the Item is fit for purpose *(*"***Demonstration of Competence****")*. The Demonstration of Competence consists of putting the Item into full operation.
			2. As part of the Demonstration of Competence, the Seller shall verify compliance with the individual requirements for quality, workmanship as well as other characteristics, which are set out in particular in Annex 1 to the Contract.
	2. **Training of the operator of the Item**
		+ 1. The Seller undertakes to train the operators of the Item for a period of 3 working days. For the purposes of the Contract, the training of the operators of the Item shall be understood as the familiarisation of the Buyer's employees with the operation of the Item, in particular with the technical and operating conditions, general instructions for occupational safety and health and fire protection and any other requirements arising from the relevant legislation, in the Czech or English language.
			2. Unless otherwise agreed between the Buyer and the Seller, the Seller shall draw up a report on the training of the operator of the Item.
	3. **Attestations, certificates and declarations of properties or declarations of conformity of the Item**

The Seller undertakes to procure and hand over to the Buyer on the date of delivery of the Item all certificates, attestations, declarations of properties or declarations of conformity of the Item with the requirements of the relevant legislation or technical standards.

* 1. **Manuals**
		+ 1. The Seller undertakes to prepare or otherwise procure the written documents and documents necessary for the acceptance or use of the Item, in particular instructions and manuals for the operation, operation and maintenance of the Item, as well as other documents necessary for the operation of the Item, and possibly other documents and documents otherwise relating to the Item *(hereinafter referred to as "****Manuals****")*, in the Czech or English language, once in paper and once in electronic form.
	2. **License**
		+ 1. By signing the Contract, the Seller grants to the Buyer a non-exclusive authorisation to exercise intellectual property rights within the meaning of Section 2358 et seq. of the CC in conjunction with the relevant provisions of Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended, (*hereinafter referred to as the "****Licence****"),* in respect of any performance to which the Seller has committed itself under the Contract and which is or will be protected by copyright.
			2. The Licence is granted for the duration of the copyright ownership in the performance in question, in unlimited quantities and for all uses so that the Buyer is able to use the Subject Matter to its full extent. The Seller declares that the Subject Performance is created by its author(s) as an employee work, or that it is entitled to grant the Buyer a License based on a contractual agreement with its author(s), to the full extent of the Agreement.
			3. The price for granting the License is part of the purchase price.
	3. **Buyer's instructions**
		+ 1. The Seller shall act independently in the performance of its obligations under the Contract, unless otherwise agreed in the Contract.
			2. The Seller undertakes to respect the Buyer's instructions, which the Buyer notifies the Seller of possible breaches of its contractual or other obligations.
			3. The Seller shall warn the Buyer without undue delay of the improper nature of the item which the Buyer has handed over to him for the performance of his obligations under the Contract or of the instruction given to him by the Buyer. This does not apply if he could not have discovered the unsuitability even with the exercise of due diligence.
	4. **Control of the Buyer's performance of the obligations**
		+ 1. The Buyer shall have the right to inspect the Seller's performance of its obligations under the Contract *(hereinafter also referred to as "****Inspection****")*. If it finds that the Seller is in breach of its obligation, it may require the Seller to remedy the breach. If the Seller fails to do so even within an additional reasonable period of time, this shall constitute a material breach of the Contract.
			2. The Buyer is entitled to carry out the Inspection also in the Seller's production or storage premises or in the premises of its subcontractors. The Seller is obliged, upon the Buyer's request, to allow such Inspection and to inform the Buyer about the status of performance of the obligations under the Contract, no later than within 3 working days from the date of receipt of such request.
			3. The Seller undertakes to draw up a report on the result of the Inspection, during which the Buyer finds that the Seller is in breach of its obligation, indicating the method of remedy and the time limit for its implementation.
			4. The Seller is obliged to provide the Buyer with the necessary cooperation to carry out the Inspection. Failure by the Seller to provide the necessary assistance for the performance of the Inspection shall be deemed a material breach of the Contract.
	5. **Professional competence of the Seller's personnel**
		+ 1. All professional work shall be carried out by Seller's or its subcontractors' personnel having the appropriate professional competence.
			2. The Seller shall provide the Buyer with proof of the professional competence of its personnel upon request.
			3. The Buyer shall be entitled to require the Seller to remove from the performance of its obligations under the Contract any worker who does not have the appropriate professional competence, who behaves in such a way as to endanger the safety and health of the Seller, other workers or third parties, or if his conduct is grossly indecent. If the Seller does not remove such worker, the Buyer shall in particular be entitled to exclude such worker from the place of delivery of the Item. The foregoing shall also apply mutatis mutandis in relation to the Seller's subcontractor's workers.
	6. **Occupational health and safety at work**
		+ 1. The Parties undertake to cooperate in ensuring occupational health and safety and fire protection *(hereinafter referred to as "****HSFP****")* in connection with the performance of the obligations under the Contract.
			2. The Seller is obliged to ensure that its employees, employees of its subcontractors and other persons, if any, who are present at the place of handover of the Item with its knowledge and in connection with the performance of its obligations under the Contract, comply with generally binding legal and other regulations to ensure health and safety at work and to prevent any damage to health or property. The Seller shall also ensure that they are provided with protective work equipment.
			3. In accordance with Section 101(3) of Act No. 262/2006 Coll., the Labour Code, as amended, the Parties undertake to inform each other in writing of the risks and measures taken to protect against their effects relating to the performance of the work and workplace of the persons referred to in the preceding provision in the performance of their obligations under the Contract. The mutual exchange of information on risks shall also include fire protection issues and any other specific topics according to the particular nature of the activity carried out by the Seller.
			4. The Seller undertakes to duly and demonstrably acquaint the persons referred to in clause III. 14) b) of the Contract with the Buyer's internal regulations for ensuring occupational health and safety. The Seller shall also be obliged to continuously update their knowledge and to carry out its own supervision and continuous control over the observance of HSFP in the performance of its obligations under the Contract.
			5. The Seller shall promptly inform the Buyer of all work accidents with a foreseeable incapacity for work, regardless of their duration, or of the death of a person pursuant to clause III. 14) b) of the Contract in connection with the performance of the obligations under the Contract.
			6. Failure of the Seller to comply with its obligations under clause III. 14) of the Contract shall be deemed a material breach of the Contract.
	7. **Subcontractors of the Seller**
		+ 1. At the Buyer's request, the Seller undertakes to submit without delay, but no later than 3 working days after notification of such request, a list of subcontractors whom it intends to entrust with the performance of part of its obligations under the Contract.
			2. The Seller undertakes to bind the subcontractors in the contracts with any subcontractors to perform those obligations which it has undertaken to perform in the Contract to the extent that the subcontractor will perform those obligations.
			3. The Seller shall ensure the proper and timely performance of its financial obligations to its subcontractors, whereby proper and timely performance shall be deemed to be full payment of invoices issued by the subcontractor for the performance provided to the Seller to perform its obligations under the Contract, and always within 10 days of receipt of payment by the Buyer for a particular performance (unless the subcontractor's invoice is already due). The Seller undertakes to pass on the identical obligation to other levels of the supply chain and to oblige its subcontractors to fulfil and extend this obligation also to lower levels of the supply chain. The Buyer shall be entitled to request the production of evidence of payments made to subcontractors and of the contract concluded between the Seller and the subcontractors, and the Seller shall provide it without delay.
			4. Failure of the Seller to comply with its obligations under clause III. 15) of the Contract shall be deemed a material breach of the Contract.
	8. **Waste removal and disposal; final cleaning**

The Seller undertakes

* + - 1. to remove and dispose of all waste, in particular packaging and residual materials used in the performance of the obligation under the Contract, in accordance with the relevant provisions of Act No. 541/2020 Coll., on Waste and other legal regulations; the Seller shall provide the Buyer with evidence of waste disposal upon request,
			2. to carry out final cleaning; final cleaning means cleaning of the place of handing over the Item including restoration of all surfaces, structures and installations affected by the performance under the Contract to their original condition.
1. Handing over and taking over of the Item
	1. **Handover of the Item to the Buyer**
		* 1. The Item shall be handed over to the Buyer by the Demonstration of Competence.
			2. The Seller shall notify the Buyer in writing that it has fulfilled all obligations under the undertaking to hand over the Item and shall also invite the Buyer in writing to attend the Demonstration of Competence. The invitation pursuant to the preceding sentence shall be delivered to the Buyer at least 3 working days before the date of the Competence Demonstration, unless otherwise agreed between the Buyer and the Seller.
	2. **Deadline for handing over the Item**

The Seller undertakes to deliver the Item **within 8 months** from the effective date of the Contract. The Seller's failure to deliver the Item shall be deemed a material breach of the Contract.

* 1. **Place of delivery of the Item**
		+ 1. The Seller undertakes to hand over the Item in room 323, University Campus Bohunice, BioPharma Hub building, Studentská Street, 625 00 Brno.
			2. The Buyer is obliged to allow the Seller access to the place of handing over the Item during the performance of the obligation to hand over the Item, no later than within 3 working days from the date of receipt of the Seller's written request.
			3. The Seller shall be granted access to the place of delivery of the Item every day from 8:00 a.m. to 5:00 p.m. The Buyer shall be entitled to adjust the time during which the Seller is granted access to the place of delivery of the Item by written instruction to the Seller in the event of its operational needs.
			4. In connection with the granting of access to the place of delivery of the Item, the Buyer shall inform the Seller of
				1. access routes for transporting the Item to the drop-off location,
				2. connection points for connecting the Item to resources and for interconnecting the Item with other Items or other equipment of the Buyer,
				3. the operating rules of the place of delivery of the Item.
	2. **The delivery note**
		+ 1. The Seller shall execute a delivery note for the delivery and acceptance of the Item. The delivery note shall contain in particular the following:
				1. identification details of the Seller and the Buyer,
				2. the identification of the Item,
				3. a list of the attestations, certificates, declarations of performance or declarations of conformity of the Item with the requirements of the relevant legislation or technical standards which have been delivered to the Buyer,
				4. reports of revisions, if any,
				5. Manuals,
				6. the report on the training of the operators of the Item,
				7. Buyer's statement whether or not he accepts the Item,
				8. any objections to the Item, including the manner of their removal, if the Buyer has accepted the Item with defects, and
				9. the dated signatures of the Parties.
			2. A template for the preparation of the delivery note is attached as Annex 2 to the Contract.
	3. **Inspection of obvious defects in the Item and its acceptance by the Buyer**
		+ 1. The Buyer shall inspect the Item for obvious defects after handing over the Item.
			2. If the Buyer discovers that the Item is defective, the Buyer shall notify the Seller within 5 working days of the date of handover of the Item.
			3. It shall be deemed that no later than on the day following the expiry of the time limit pursuant to clause IV. 5) b) of the Contract, without the Buyer having notified the Seller of the existence of defects, the Item is accepted by the Buyer.
			4. **Failure of the Buyer to accept the Item in the event of defects or missing Items**
				1. The Buyer shall not be obliged to accept the Item if it exhibits defects, even if such defects, either alone or in combination with others, would not prevent the proper use of the Item or substantially limit its use. If more than one Item is to be handed over under the Contract, the Buyer is not obliged to take them over if the Seller has not handed over even one of the Items within the agreed time limit.
				2. In the event of non-acceptance by the Buyer of a defective Item, the Item shall be considered as if it had not been handed over, with all the consequences of non-acceptance.
			5. **Acceptance of the Item by the Buyer despite defects or missing Items without consequence of default**
				1. If the Buyer does not exercise its right not to take over the Defective Item, or due to the non-delivery of any of the Items if more than one Item was to be delivered under the Contract, the Parties shall indicate the fact that the Item has been taken over with defects in the Delivery Note and attach an inventory of these defects including the method of their removal.
				2. In dealing with rights arising from defects, the Parties shall proceed in accordance with the provisions on claims for defects within the warranty period, as appropriate.
			6. Failure to notify defects in the Item in accordance with clause IV.5) of the Contract shall not preclude the exercise of rights arising from such defects during the warranty period.
	4. **Risk of damage**

Upon acceptance of the Item, the ownership of the Item and the risk of damage to the Item shall pass to the Buyer. This does not limit the Seller's liability for damages arising from its fault after the Buyer has taken over the Item.

* 1. **Extension of the deadline for handing over the Item**

The time limit for handing over the Item may be reasonably extended

* + - * 1. if the Seller discovers, in the course of performing its obligations under the Contract, hidden obstacles concerning the place of delivery of the Item which prevent the Item from being delivered in the agreed manner; or
				2. if the performance of the obligations under the Contract is interrupted due to extraordinary unforeseeable and insurmountable obstacles arising independently of the Seller's will within the meaning of Section 2913(2) CC; the Parties are obliged to inform each other immediately of the occurrence of such obstacles, otherwise they cannot invoke them.

The extended time limit for handing over the Item shall be determined adequately, in particular according to the duration of the obstacle, taking into account the time necessary to fulfil the obligation to hand over the Item, provided that the Seller has taken all reasonably foreseeable measures to prevent or at least reduce the duration of such obstacle. An extension of time for the delivery of the Item within the meaning of this provision shall be agreed or confirmed by the Parties by means of an amendment to the Contract. The Customer expressly declares that these are not reserved changes to the obligation within the meaning of Section 100(1) of the PPA, all Changes shall be classified according to Section 222 of the PPA.

1. Purchase Price
	1. The Purchase Price is determined on the basis of the Seller's tender for the Public Contract and amounts to:

.................,- CZK/EUR/GBP/USD(select currency)

without value added tax *(hereinafter referred to as "****VAT****").*

* 1. The Seller shall be 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, *(hereinafter referred to as "****VAT Act****"),* as of the date of the taxable transaction *(hereinafter referred to as "****TAD****")*. The TAD is the date of receipt of the Item by the Buyer.
	2. The purchase price is set as the maximum allowable. The Seller declares that the Purchase Price includes all costs which are necessarily or reasonably incurred, in particular for the proper and timely performance of the obligations under the Contract, taking into account all risks and influences which may be considered in the course of the performance of the obligations under the Contract, as well as a reasonable profit for the Seller. The Seller further declares that the Purchase Price is also determined taking into account the development of prices in the relevant industry, including the development of the exchange rate of the Czech currency against foreign currencies, throughout the term of the obligations under the Contract.
1. Payment terms
	1. **Invoicing**

The Buyer does not provide any advance payments. The Purchase Price shall be paid by the Buyer to the Seller on the basis of a duly issued tax document *(hereinafter also referred to as "****Invoice****")*, under the conditions set out below.

* + - 1. The Seller shall be entitled to issue and send the Invoice to the Buyer at the earliest after acceptance of the Item has been confirmed by both Parties. If both investment and non-investment funds of the Buyer are to be used to pay the Purchase Price, separate Invoices shall be issued for them. The Buyer shall give binding instructions to the Seller on the method of invoicing in good time prior to acceptance of the Item.
			2. The Seller shall deliver the Invoice to the Buyer's registered office within 3 working days from the date of issue, unless otherwise agreed between the Buyer and the Seller.
			3. The Invoice is due for payment 30 days from the date of its delivery to the Buyer.
			4. The Purchase Price shall be paid by the Buyer by wire transfer to the Seller's bank account specified in the header of the Contract. If the Seller specifies a different bank account on the Invoice, it shall be deemed to request payment to the bank account specified on the Invoice. The Buyer's monetary obligation shall be deemed fulfilled on the date on which the amount due is debited from the Buyer's bank account to the Seller's bank account.
	1. **Particulars of the Invoice**
		+ 1. Each Invoice shall comply with all statutory and contractual requirements, in particular
				1. the requirements of a tax document pursuant to § 26 et seq. of the VAT Act
				2. the requisites of a tax document set out in Act No. 563/1991 Coll., on Accounting, as amended,
				3. the name and number of the Project, i.e. OP JAK ERDF - project reg. no. CZ.02.02.01/00/23\_023/0009100, "INVEST4MUNI",
				4. the Seller's bank details,
				5. the delivery note confirmed by the Buyer shall be attached to the Invoice.
	2. The Buyer reserves the right to return the Invoice to the Seller without payment if it does not meet the required requirements. In this case, the due date of the Invoice will be interrupted and a new 30-day due date will begin upon receipt of the corrected Invoice. In this case, the Buyer shall not be in default in the payment of the relevant amount for which the Invoice relates.
	3. In the event that the Invoice does not contain the prescribed particulars and this fact is discovered only by the competent tax administrator or other authority authorised to carry out an inspection of the Seller or the Buyer, the Seller shall bear all consequences arising therefrom.
	4. In the event that
		+ - 1. payment of the purchase price is to be made in whole or in part by wire transfer to an account held by a payment service provider outside the country within the meaning of Section 109(2)(b) of the VAT Act or that
				2. the Seller's bank account number specified in the Contract or on the Invoice is not published in a manner allowing remote access within the meaning of Section 109(2)(c) of the VAT Act,

the Buyer is entitled to pay to the Seller only that part of the monetary obligation resulting from the Invoice which corresponds to the amount of the VAT base, and then to pay the remaining part directly to the tax administrator in accordance with § 109a of the VAT Act. If the Seller becomes an unreliable taxpayer within the meaning of § 106a of the VAT Act, this provision shall apply mutatis mutandis.

1. Quality guarantee
	1. **Quality guarantee**
		* 1. The parties agree that the Item shall remain in conformity with the Contract and that rights arising from defects may be exercised beyond the agreed warranty period. The Parties expressly affirm that any defects which the Item has, including but not limited to, any defects which have arisen before or after the Buyer's acceptance of the Item, can be claimed as a defect during the warranty period, even in the case of obvious defects or when the Buyer should or could have discovered them.
			2. The Seller provides a guarantee of quality until the expiry of **24 months** from
				1. acceptance of the Item if the Item was accepted by the Buyer without defects,
				2. the date of removal of the last defect specified in the Delivery Note, if the Item was accepted by the Buyer with at least one defect, or the date of delivery of the missing Item, if the Item was accepted by the Buyer despite the Seller's failure to deliver any of the Items within the agreed period,

whichever is later, except for parts of the Item which have their own warranty certificates with a longer warranty period, in which case the longer warranty period shall apply. The Seller shall have defect obligations at least to the extent that the defect obligations of the manufacturer of the Item continue.

* + - 1. If the Item has been accepted by the Buyer with at least one defect, and before the warranty period commences another defect arises or is discovered by the Buyer in the Item, the Parties agree to treat such defect as if it were a defect arising or discovered within the warranty period, with all the consequences attaching to such defects.
	1. **Claims for defects in the Item within the warranty period**
		+ 1. The Buyer shall exercise the rights from defects with the Seller at any time after the defect has been detected, by notifying *(hereinafter also referred to as "****Complaint****")* the contact person of the Seller listed in the header of the Contract or another appropriate representative of the Seller. Even a Complaint sent by the Buyer on the last day of the warranty period shall be deemed to be timely filed. The Parties expressly acknowledge that the provisions of Section 1921(2) CC, Section 2111 CC and Section 2112 CC shall not apply.
			2. In the Complaint, the Buyer shall at least state:
				1. a description of the defect of the Item or information on how the defect manifests itself,
				2. what rights he claims in connection with the defect of the Item.

If the Buyer does not specify what rights he claims in connection with the defect of the Item, it shall be deemed that he demands the repair of the Item or the delivery of a new Item without defects, if the defect of the Item cannot be removed by repair.

* + - 1. **Rights of the Buyer**

If the Item does not conform to the Contract, the Buyer shall in particular have the right to:

* + - * 1. to have the defect rectified by delivery of a new Item without defects, unless this is unreasonable in view of the nature of the defect; if the defect concerns only a part of the Item, the Buyer may only demand replacement of the part,
				2. the removal of the defect by repairing the Item, if the defect can be removed in this way,
				3. remedy the defect by delivery of the missing part of the Item or, if more than one Item was to be delivered under the Contract, by delivery of the missing Item,
				4. a reasonable discount on the purchase price, or
				5. withdrawal from the Contract.

The Buyer shall be entitled to choose and exercise any of these rights at its discretion or to choose and exercise a combination of these rights.

* 1. **Satisfaction of defect rights within the warranty period**
		+ 1. The Seller undertakes to investigate the Complaint and notify the Buyer **within 72 hours** of its receipt whether it accepts the Complaint. If the Seller fails to do so within the aforementioned period, it shall be deemed to accept the Complaint and to satisfy the chosen right of defects.
			2. In the event that the Buyer elects the right to remove the defect, the Seller shall be obliged to remove the defect even if it does not accept the Complaint, unless otherwise agreed between the Buyer and the Seller. In such case, the Seller shall notify the Buyer in writing that, in view of the non-acceptance of the Complaint, the Seller will seek payment of the costs of removal of the defect from the Buyer.
			3. In the event that the Buyer chooses the right to a reasonable discount on the purchase price, the Parties agree that the amount of the discount shall be derived by the Buyer from the purchase price. The Parties consider that the amount of the discount on the purchase price shall be deemed reasonable if it corresponds to the decrease in the value of the Item due to the occurrence of the claimed defect compared to the value of the Item without such defect. The Seller undertakes to pay the amount corresponding to the requested discount on the purchase price to the Buyer within 15 days from the date of receipt of the Complaint.
			4. In the event that the Buyer elects the right to withdraw from the Contract, the withdrawal from the Contract shall be effective on the date of receipt of the Claim; clause VII. 3) a) of the Contract shall not apply.
			5. If the Seller does not accept the Complaint, its validity may be verified by an expert opinion provided by the Buyer. In the event that the Complaint is found to be justified by such expert opinion, the Seller shall also bear the costs of the expert opinion. In this case, the right of defects shall also arise on the date of receipt of the Complaint by the Seller. If it is proven that the Buyer has made an unjustified claim, the Buyer shall be obliged to pay the Seller the costs of remedying the defect, which have been proven to be reasonable and reasonable.
			6. **Time limit for removal of defects**

The Seller undertakes to remove the claimed defect without delay, no later than 14 days from the date of receipt of the Complaint, unless otherwise agreed between the Buyer and the Seller.

* + - 1. **Cooperation of the Parties**

The Parties undertake to provide each other with all necessary cooperation in the removal of defects in the Item so that the defects are properly and timely removed. In particular, the Seller shall:

* + - * 1. in the event of the removal of a defect by delivery of a new Item, deliver the new Item to the same address where the replaced Item was delivered to the Buyer; and
				2. take over the Item whose defect is to be remedied by repair at the place where it was handed over to the Buyer for repair and hand over the repaired Item to the Buyer again at that place after the repair has been carried out.

The acceptance of the Item for repair of defects and the subsequent handover of the Item after repair of defects shall always take place on working days between 10:00 and 15:00, unless otherwise agreed between the Buyer and the Seller.

* 1. **Establishment of the warranty period**

The warranty period of the defective part of the Item does not run from the moment of the Complaint until the date of removal of the defect or until the date of payment of a reasonable discount on the purchase price.

* 1. **Delay by the Seller in remedying the defects**
		+ 1. In the event of delay by the Seller in removing the claimed defects, or if the Seller refuses to remove the defects, the Buyer is entitled to remove the defects at its own expense. The costs incurred for the removal of the defects shall constitute a payable claim of the Buyer against the Seller.
			2. In cases where the warranty conditions indicate that warranty repairs may only be performed by an authorized person and unauthorized intervention is associated with the loss of rights under the warranty, the Buyer is entitled to proceed under this provision only if the removal of such defect is performed by an authorized person.
	2. **Operation and maintenance**
		+ 1. The Seller is obliged to carry out periodic inspections of the Item free of charge during the warranty period to prevent the occurrence of defects, at least once a year. Within the framework of these inspections, the Seller shall, in particular, check whether the Buyer is operating the Item in accordance with the Manuals; the Seller shall immediately notify the Buyer in writing of any discrepancies in the operation of the Item with the Manuals. Within the framework of these inspections, the Seller also performs basic servicing tasks, in particular adjustment, testing and verification of the correct functionality of the Thing so that the Thing can continue to reliably fulfil its purpose.
			2. If the Seller makes the effectiveness of the quality guarantee conditional on the performance of operational and maintenance tasks, then
				1. normal operation and maintenance shall be carried out directly by the Buyer without the presence of the Seller, in accordance with the Manuals;
				2. more complex maintenance shall be carried out by the Buyer with the assistance of a supplier with the appropriate professional and technical qualifications; the Parties expressly confirm that such supplier shall be selected in accordance with the PPA, provided that in particular the requirements for his professional and technical qualifications shall be fully in accordance with the PPA.
			3. If the Seller requires that certain operational tasks or maintenance be carried out by a specific supplier or by a pool of suppliers designated by the Seller, then the costs thereof shall be borne by the Seller with the understanding that the Seller has included them in the purchase price. Buyer shall allow such contractor or contractors access to the Item upon Seller's prior written request.
	3. The exercise by the Buyer of the rights arising from defects within the warranty period, as well as the performance of the Seller's obligations corresponding thereto, shall not be conditional upon or otherwise connected with the provision of any additional payment by the Buyer to the Seller or any other person; the Buyer shall also be entitled to reimbursement of the costs reasonably incurred in exercising such rights.
	4. **Buyer's rights arising from defects after the end of the warranty period; post-warranty service**
		+ 1. The Seller is obliged to provide, at the Buyer's written request, for a minimum of 5 years from the last day of the warranty period, post-warranty service for a fee customary at the time and place. The Seller undertakes to provide after-warranty service under the same conditions as agreed in the Contract for warranty service.
			2. The Seller guarantees the availability of spare parts within 30 days from the date of receipt of the Buyer's call for all parts for a minimum period of 5 years from the last day of the warranty period.
			3. The provision of post-warranty service by the Seller is not agreed as exclusive. The Buyer reserves the right to secure after-warranty service also from third parties without any penalty from the Seller.
1. Contractual penalties and damages
	1. In the event of a breach of the Contract by the Seller, which is expressly identified in the Contract as a material breach of the Contract, the Seller undertakes to pay the Buyer a contractual penalty of 2% of the purchase price excluding VAT, but not less than CZK 50,000. This contractual penalty is payable only if the Buyer has also withdrawn from the Contract due to such a material breach of the Contract. Clause VIII. 1) of the Contract shall apply regardless of whether other contractual penalties are agreed for such breaches of the Contract.
	2. In the event of delay by the Seller in relation to the deadline for
		* + 1. handing over the Item, the Buyer undertakes to pay a contractual penalty of 0.1% of the purchase price excluding VAT for each day of delay,
				2. the removal of a defect specified in the Delivery Note, the Buyer undertakes to pay a contractual penalty of 0.05% of the purchase price excluding VAT, but not more than CZK 5,000 for each such defect for each day of delay,
				3. the satisfaction of the Buyer's right from defects during the warranty period, in particular if the Buyer fails to pay the amount corresponding to the required discount from the purchase price or fails to remove the claimed defect of the Item within the agreed period, the Buyer undertakes to pay a contractual penalty of 0.05% of the purchase price excluding VAT, but not more than CZK 1,000 for each such defect and each day of delay.

The contractual penalties pursuant to clause VIII. 2) of the Contract shall apply up to a maximum aggregate amount of 10% of the purchase price excluding VAT.

* 1. In the event of a breach of the obligation to ensure legal employment, an adequate level of occupational safety and fair and dignified working conditions under clause I. 6) of the Contract, the Seller undertakes to pay the Buyer a contractual penalty of CZK 25,000 for each breach.
	2. In case of breach of the obligation of proper and timely performance of financial obligations to the Seller's subcontractors or failure of the Seller to delegate this obligation to lower levels of the supply chain according to clause III. 15) d) of the Contract, the Seller undertakes to pay the Buyer a contractual penalty of CZK 10,000 for each breach.
	3. If the Buyer is in default in payment of the Invoice within the agreed time limit, the Seller shall be entitled to demand from the Buyer payment of default interest at the rate of 0.01% of the amount due for each and every day of delay.
	4. The contractual penalties become due on the day following the day on which the right to them arose, unless otherwise agreed in the Contract.
	5. Payment of the contractual penalty shall not affect the Buyer's claim for compensation for damages caused by the breach of the Seller's obligation to which the contractual penalty relates. This shall also apply if the contractual penalty is reduced by a court decision.
	6. The Seller shall not be obliged to pay the Buyer a contractual penalty for delay in the performance of the obligations secured by the contractual penalty, for the duration of extraordinary unforeseeable and insurmountable obstacles arising independently of the Seller's will within the meaning of § 2913 (2) CC (hereinafter referred to as "***Force Majeure***"). The Seller shall inform the Buyer of the occurrence of Force Majeure without delay. The existence of Force Majeure shall be proven by the Seller and confirmed by the Buyer. Without the Buyer's confirmation, Force Majeure cannot be referred to .
	7. The Seller acknowledges that a breach of the Seller's obligations under this Contract shall also be deemed to be a breach of the Seller's obligations under this Contract if the Seller provides false information, documents or statements (e.g. regarding conflicts of interest or EU sanctions) in the tender submitted for the Public Contract and such breach may result in the Buyer withdrawing from the Contract, the imposition of sanctions by public authorities or other damages to the Buyer which may exceed the Purchase Price.
1. Cancellation of obligations under the Contract
	1. Obligations which are implied by the Contract or by applicable law to survive the cancellation of obligations under the Contract pursuant to this clause shall not be affected by the cancellation of obligations. This applies in particular to the Buyer's claim for payment of contractual penalties, the claim for satisfaction of any rights arising from any defects, the Seller's obligations in connection with the quality guarantee provided, the provisions of the Contract concerning Licenses and the provisions governing the consequences of cancellation of obligations. The rights and obligations of the Parties that arise after the cancellation of the obligations as a result of actions taken prior to such cancellation shall remain unaffected unless otherwise provided in the Contract or agreed by the Parties.
	2. The Seller shall be entitled to withdraw from the Contract in the event of a material breach of the Contract by the Buyer.
	3. The Buyer is entitled to withdraw from the Contract
		* + 1. in the event of a material breach of the Contract by the Seller,
				2. without undue delay after the Seller's conduct shows beyond doubt that it has breached the Contract in a material way and if it fails to give reasonable security upon the Buyer's request,
				3. in the event of the commencement of insolvency proceedings against the Seller,
				4. in the event that the Seller, in the tender submitted for the Public Contract, has provided information or submitted documents that do not correspond to the facts and have had or could have had an influence on the selection of the Seller to perform the Public Contract,
				5. if the Seller has engaged in conduct which the Buyer reasonably considers detrimental to the interests and reputation of the Buyer,
				6. in the event that the expenses to be incurred by the Seller under the Contract are determined by the Grantor or any other authorized administrative body to be ineligible for reimbursement from the Grant,
				7. in the event of an insignificant breach of the Contract by the Seller, provided that the Seller has notified the Buyer in writing of the breach of the Contract, invited the Buyer to remedy the breach, and the Seller has failed to remedy the breach even within a reasonable period of time; the Buyer's right to withdraw from the Contract under this clause shall expire if the notice of withdrawal from the Contract is not delivered by the Seller within 14 days after the reasonable period of time for remedy has expired.
	4. The Parties agree that a material breach of the Contract shall also be deemed to be, in addition to the cases expressly mentioned, a breach of an obligation of a Party of which the Party knew or should have known at the time of conclusion of the Contract that the other Party would not have concluded the Contract if it had foreseen such breach.
	5. Withdrawal from the Contract must be made in writing, otherwise it is null and void. Withdrawal from the Contract shall be effective upon delivery of a written notice of withdrawal to the other Party.
	6. If, after the termination of the obligations under the Contract, the Item or part thereof remains in the possession of the Buyer, the Parties agree to base the determination of its price on the purchase price for the purpose of the final settlement of mutual rights and obligations. In doing so, they shall take into account the extent to which the obligations under the Contract have been fulfilled.
2. Communication between the Parties
	1. **Contact persons of the Parties**

The contact persons of the Parties specified in the Contract are authorised to

* + - * 1. conduct the Parties' communications with each other, in particular to send and receive notices and other communications under the Contract; and
				2. to act for the Parties in matters expressly entrusted to them by the Contract.

Any other or additional person may act as a contact person for a Party within the scope of this provision if notified to the other Party.

* 1. **Written form of communication**
		+ 1. Communications delivered to the e-mail addresses specified in the Contract or used in accordance with the Contract, even if the individual messages are not signed electronically, shall also be deemed to be in writing.
			2. However, the form of communication referred to in paragraph X. 2) a) of the Contract cannot be used for
				1. conclusion of the Contract,
				2. the conclusion of an amendment to the Contract,
				3. withdrawal from the Contract or for
				4. the provisions of the Contract from which this is implied.

In the cases referred to in this provision, the Parties agree to communicate in writing exclusively in documentary form delivered in person or sent by registered mail, or in electronic form by data mailbox, messages bearing an electronic signature or via the electronic tool E-ZAK.

* 1. **Amendments to the Contract**
		+ 1. Unless otherwise expressly agreed, the Contract may be amended or supplemented only by written continuously numbered amendments. Amendments shall be identified as such and signed by both Parties and shall be subject to the same contractual regime as the Contract.
			2. The Parties may object to the invalidity of an amendment to the Contract on grounds of non-compliance with the form at any time, even after performance has begun.
	2. The Parties consider the provisions which are quoted or to which is added "unless otherwise agreed between the Buyer and the Seller" to be of an orderly nature, where it is in the interest of both Parties to be able to react flexibly to the course and conditions of performance of the obligations under the Contract. Such agreements shall not otherwise be considered by the Parties as amendments to the Contract and may be made orally, it being understood that the persons authorised to make such agreements on behalf of the Parties are also their contact persons.
1. Confidential Information
	1. For the purposes of the Contract, Confidential Information shall be deemed to be:
		* + 1. Information designated as confidential by the Buyer,
				2. information of a material and critical nature concerning the status of performance of the obligations under the Contract; and
				3. information concerning disputes arising in particular between the Buyer and the Seller in connection with the Contract.
	2. Information that is accessible or known to third parties shall not be considered confidential information, unless such accessibility or knowledge is due to a breach of a legal or contractual obligation of the Seller.
	3. The Seller undertakes that it will not, without the prior written consent of the Buyer
		* + 1. not use the Confidential Information for any purpose other than to perform its obligations under the Contract; and
				2. shall not disclose or otherwise provide Confidential Information to any third party except its employees, members of its bodies, consultants and legal representatives and subcontractors; provided, however, that such persons may be provided with Confidential Information only if they are bound to keep such information confidential as if they were a party to the Contract.
2. Final arrangements
	1. **Conclusion, publication and effect of the Contract**
		* 1. The Contract shall be concluded on the date of the last signature of the representatives of the Parties.
			2. The Seller undertakes to keep a copy of the Contract published in the form in which it was concluded, including any amendments.
			3. The Contract shall enter into force on the date of its publication in the Register of Contracts.
			4. The Parties agree to the publication of this Contract in the Register of Contracts. The Contract shall be published by the Buyer, but the proper publication shall be the responsibility of both Parties. The Seller shall check the publication and notify the Buyer of any deficiencies, otherwise the Buyer shall not be liable to the Seller for non/publication of the Contract.
	2. Unless otherwise agreed in the Contract, the rights and obligations of the Parties, in particular the rights and obligations not regulated or expressly excluded by the Contract, shall be governed by the relevant provisions of the Civil Code and other legal regulations in force on the date of conclusion of the Contract. The Parties agree that the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply to the rights and obligations created by or in connection with the Contract.
	3. The Buyer shall be entitled to set off against any claim of the Seller against the Buyer, whether or not due, any claim of the Buyer against the Seller, whether or not due. The claims of the Buyer and the Seller shall be extinguished by set-off to the extent to which they are covered.
	4. **Other obligations of the Seller in connection with the Project**

Subject to the terms and conditions set out in the Contract, the Seller shall, in accordance with the Buyer's instructions and using all reasonable care:

* + - * 1. to archive for at least 10 years from the date of the Contract all documents prepared in connection with the performance of the Contract and to make them available to the Buyer at any time during that period; after the expiry of that period the Buyer shall be entitled to take over such documents from the Seller free of charge;
				2. as a person obliged pursuant to Section 2(e) of Act No. 320/2001 Coll., on financial control in public administration, as amended, to cooperate in the performance of financial control; the Seller shall similarly oblige its subcontractors.
	1. If any provision of the Contract becomes invalid or ineffective, this shall not affect the other provisions of the Contract, which shall remain valid and effective. In such case, the Parties undertake by agreement to replace the invalid or ineffective provision with a valid and effective provision that best corresponds to the originally intended purpose of the invalid or ineffective provision.
	2. The Parties undertake to resolve any disagreements by agreement. Only if no agreement can be reached between them, the matter shall be resolved in a court of competent jurisdiction pursuant to Act No. 99/1963 Coll., Code of Civil Procedure, as amended, namely in the court of competent jurisdiction in whose district the Buyer has its registered office.
	3. The Contract contains a full stipulation of its subject matter and all the particulars which the Parties had and intended to stipulate in the Contract and which they consider important for the Contract to be binding. No representation made by the Parties in the negotiation of the Contract or any representation made after the Contract has been concluded shall be construed contrary to the express provisions of the Contract and shall create any obligation on either Party.
	4. The Parties confirm that they have read the Contract before signing it and agree to its contents. They affix their electronic signatures to this effect.

**Annex 1 - Technical Specification of the Item**

The technical specification of the Item follows this sheet.

**Annex 2 - Delivery Note**

according to section IV. paragraph 4) of the purchase agreement concluded on ........................ between Masaryk University - Faculty of Pharmacy, registered office at Palackého třída 1946/1, 612 00 Brno, ID 00216224, and spol. ............................., registered office ............................., ID No. ............................. **(hereinafter referred to as the "Contract")**

1. **Identification data of the Seller and the Buyer**

**Buyer:**

Name: **Masaryk University, Faculty of Pharmacy**

Registered office: Palackého třída 1946/1, 612 00 Brno

ID: 00216224

TAX ID: CZ00216224

Represented by: Prof. PharmDr. Mgr. David Vetchý, Ph.D., Dean

Contact persons: Mgr. Mgr. Markéta Kandrnálová, Ph.D., kandrnalovam@pharm.muni.cz

Contact person for handing over the Item: Mgr. Michaela Kuchynka, Ph.D., +420 549 49 4881, kuchynkam@pharm.muni.cz

**Seller:**

Business name/company/name: ......................

Headquarters: ......................

ID: ......................

TAX ID/VAT: ......................

Represented by: ......................

Commercial register entry: ......................

Bank account: ......................

IBAN: ......................

Correspondence address: ......................

Contact persons: ......................, tel: ......................, e-mail: ......................

 ......................, tel. no.: ......................, e-mail: ......................

1. **Identification of the object(s)**

...................................., serial number: ................................

1. **List of attestations, certificates or declarations of conformity that have been provided to the buyer**
* ....................................,
* ....................................,
* .....................................
1. **Inspection reports**

Inspection reports are included in this delivery note as Annex 1.

1. **Manuals**

The documents and documents necessary for the acceptance or use of the item(s), in particular the instructions and manuals for operation, operation and maintenance, as well as other documents necessary for the operation of the item(s), and any other documents and documents otherwise relating to the item(s), are included in this delivery note as Annex 2.

1. **Protocol for training of the operator of the item(s)**

The protocol for the training of the operator of the item(s) is included in this delivery note as Annex 3.

The Seller and the Buyer hereby confirm that the handover of the item(s) to the Buyer took place on ............................

|  |  |
| --- | --- |
| In Brno on .................................... |  |
| ........................................................................................,................................, on behalf of the buyer | ....................................................................................., ................................,for the seller |
|  |  |

**Clause of acceptance of the item(s) by the buyer**

The Buyer confirms that he/she has inspected the item(s) for obvious defects and has not taken over the item(s) in accordance with paragraph 5) of Article IV of the Contract. ............................ The item(s) on the date of its/their acceptance does/does/does not show any obvious defects // does/does not show any defects, a list of which is included in Annex 4 of the delivery note.

|  |
| --- |
| In Brno on .................................... |
| ........................................................................................,................................, on behalf of the buyer |

Attachments:

* No. 1 - Revision reports
* No. 2 - Manuals
* No. 3 - Protocol on the training of the operator of the item(s)
* No 4 - Inventory of defects in the item(s)

1. [3] For the purposes of the transfer of the amount, the monthly exchange rate of the European Commission applicable on the date of conclusion of the contract between the supplier and the subcontractor for the provision of the subcontract for the performance of the public contract shall be used. [↑](#footnote-ref-1)