**Purchase agreement**

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

1. **Contracting Parties**

**Buyer: Institut lázeňství a balneologie, v. v. i.**

Represented by Ing. Alina Huseynli, MBA, Director

With its registered office at: Závodní 353/88, 360 06 Karlovy Vary

Company ID: 08122539

VAT CZ08122539

(hereinafter referred to as the "buyer")

and

**Seller: [TO BE COMPLETED BY THE SELLER]**

Registered office: [TO BE COMPLETED BY THE SELLER]

represented by: [to be completed by the SELLER]

Company ID: [to be completed by the SELLER]

VAT number: [to be completed by the SELLER]

Bank details: [to be completed by the SELLER]

Account number: [to be completed by the SELLER]

Telephone [to be completed by the SELLER]

Email: [to be completed by the SELLER]

(hereinafter referred to as the "SELLER")

The buyer and seller are hereinafter also referred to collectively as **the** "**contracting parties**".

Both contracting parties, after mutual discussion and agreement, conclude this contract:

1. **Subject matter of the agreement**
2. The basis for concluding this contract is the seller's offer submitted to the tender procedure entitled **"Mobile Automatic Air Quality Monitoring Station"** (hereinafter referred to as the "tender procedure"), awarded in accordance with the Guidelines for Awarding Contracts in the Operational Programme Environment and in the Operational Programme Just Transition for the period 2021-2027 and in accordance with Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the "Act").
3. By this contract, the seller undertakes to deliver to the buyer, under the conditions agreed herein, the goods specified in Article 3 of this contract and to transfer to the buyer the ownership right to these goods.
4. The buyer undertakes to take delivery of the goods and pay the agreed purchase price in the manner and within the time limit specified in this contract.
5. The seller has been selected for the purpose of implementing the Spa Research Centre project, project number: CZ.10.01.01/00/22\_001/0000261. The contracting parties acknowledge that the purchase of the subject of the purchase is also financed from subsidy funds. The seller is obliged to respect any related obligations and to provide the necessary cooperation in this regard.
6. **Subject of purchase**
7. The subject of the purchase is the delivery of a mobile automatic air pollution monitoring station – trailer version according to the detailed specifications set out in Annex No. 1 to this contract (hereinafter referred to as the "goods", "equipment" or "subject of performance").
8. The subject of performance includes the delivery of the subject of performance, including all accessories, transport to the place of performance and unpacking and inspection, installation of the subject of performance at the place of performance, assembly and connection of the purchased equipment, commissioning with a demonstration of functionality, operating instructions, provision of free warranty service and disposal of packaging and waste in accordance with the provisions of the relevant legislation governing waste disposal.
9. In connection with the delivery of the goods, the Seller also undertakes to ensure:

* Services consisting of the installation or assembly of the goods, if necessary for the goods to be put into full operation. Services consisting of the installation of the goods include their assembly and completion at the place of performance and enabling their operation, including all accessories, in particular the installation of HW and SW of the central station, including connection to electrical distribution systems, information technology systems, etc. (if the function of the purchased goods is conditional on such connection).
* Services consisting (if necessary for the full functionality of the equipment) of assembly include, in particular, the installation, assembly and connection of the purchased goods.
* Services consisting (if necessary for the full functionality of the equipment) of the implementation of the goods include, in particular, the processes of carrying out theoretical analyses and planned procedures for the purpose of putting the goods into full operation.
* Services consisting of putting the purchased goods into full operation include testing and verifying their correct functioning, adjusting them if necessary, demonstrating their full functionality, carrying out trial operation, providing instruction for their operation, obtaining all public law decisions and permits necessary for putting the goods into full operation, as well as performing other tasks and activities necessary for the goods to fulfil their agreed or usual purpose.

1. The subject of performance includes the preparation and handover of:

* instructions and manuals for the operation and maintenance of the goods (manuals) in Czech or English, 1 copy in paper form and 1 copy in electronic form,
* training of the buyer's technicians and operating personnel to the extent corresponding to the complexity of the equipment (as determined by the manufacturer or legal regulations) for a minimum of four (4) working days.

1. The equipment must be new, unused, unrefurbished, undamaged, unused for exhibition, presentation or other advertising purposes, fully functional, of the highest quality provided by the manufacturer of the goods and together with all rights necessary for its proper and undisturbed handling and use by the buyer.
2. The seller declares that:

* it is the sole owner of the equipment,
* there are no third-party rights attached to the equipment,
* there is no obstacle that would prevent him from disposing of the equipment in accordance with this contract, and
* the equipment has no defects that would prevent its use for the agreed or customary purposes.

1. The seller further declares that:

* the quality and technical characteristics of the goods comply with the requirements laid down in generally binding legal regulations, in particular Act No. 387/2024 Coll., on general product safety, as amended, Act No. 22/1997 Coll., on technical requirements for products, as amended, harmonised Czech technical standards and other ČSN standards;

1. The Seller guarantees the availability of paid post-warranty service and spare parts for the subject of performance for at least five (5) years from the end of the warranty period. However, post-warranty service and spare parts are not the subject of performance under this contract.
2. For the sake of completeness, the Buyer states that the subject of performance under this contract does not include the purchase or provision of a vehicle for transporting the mobile automatic air pollution monitoring station (the delivered measuring trailer including all supplied equipment and accessories) to the measurement site. The vehicle for transporting the mobile automatic emission monitoring station to the measurement site shall be provided by the contracting authority. In this regard (for the purposes of ensuring that the Buyer provides a suitable vehicle), the Seller has specified the total maximum weight of the measuring trailer, including all supplied equipment and accessories, in tonnes in Annex 1 to this purchase contract.
3. The buyer undertakes to take delivery of the equipment and pay the seller the purchase price specified below.
4. **Purchase price**
5. The purchase price for the performance of this contract by the seller is agreed in accordance with the price offered by the seller in the public tender procedure and is specified in Annex 1 to this contract.
6. The purchase price is agreed in EUR.
7. The purchase price including VAT is agreed as fixed and maximum permissible and includes the entire subject matter of the purchase under this contract. The purchase price is independent of price developments, exchange rate fluctuations and changes in the value added tax rate.
8. The purchase price includes all costs incurred by the seller necessary for the proper and timely fulfilment of the entire subject matter of this contract, including the performance of services consisting of its installation, assembly or implementation and commissioning, if such services are necessary for the goods to be fully operational, in particular the purchase of the goods, including the costs of their manufacture, customs duties, transport to the place of destination, including any costs for handling mechanisms, costs of insurance of the goods, security of the goods until their handover and acceptance, taxes and fees associated with the delivery of the goods, costs of accompanying documentation for commissioning, disposal of waste and packaging, and instruction of the relevant employees, i.e. the buyer's technicians and operating personnel, necessary documents for the goods and initial validation.
9. The seller also provides the buyer with free warranty service and regular technical inspections ordered by the manufacturer or regular inspections, checks and validations at the required intervals (if ordered or recommended by the manufacturer or service organisation for the proper functioning of the equipment, including replacement parts), all including the issuance of a report and any software updates. All this shall be provided during the warranty period of at least two (2) years from the delivery of the purchased item, without the buyer being obliged to pay the seller any additional costs beyond the agreed purchase price.
10. **Payment terms**
11. The buyer undertakes to pay the seller the purchase price by bank transfer to the seller's bank account specified in this contract on the basis of a single invoice issued by the seller after the formal handover and acceptance of the equipment.
12. The seller undertakes that the invoice issued by them will contain the requisites of a proper tax document in accordance with the applicable legal regulations, including the bank account specified in the contract. The invoice must also be marked with the project number and name: **CZ.10.01.01/00/22\_001/0000261 - Spa Research Centre**. The invoice is payable within 30 days of its delivery to the buyer.
13. The invoice must include the date of the eligible taxable supply, which shall be the date of delivery and acceptance of the equipment specified in the handover protocol relating to the subject matter of this contract.
14. If the tax document does not meet the requirements of applicable legal regulations and this contract, the buyer is entitled to return it to the seller for completion within the due date without being in default with payment of the invoice. The buyer shall inform the seller of the reasons for the return in writing together with the returned tax document. Depending on the nature of the defect, the seller is obliged to correct the tax document, including its attachments, or issue a new one. The due date shall start to run again from the date of redelivery of the duly completed or corrected tax document.
15. In the event of a delay in payment of the invoice by the buyer, the seller is entitled to demand payment of statutory default interest at the rate specified in the Civil Code for each day of delay.
16. In addition to the contractual interest on late payment specified in the previous paragraph, the buyer shall not be obliged to pay any contractual penalty or other contractual sanction for late payment of the invoice.
17. **Term of performance**
18. The seller undertakes to deliver and install the equipment in accordance with the terms and conditions set out in Article 7 of this contract no **later than 24 weeks** after the entry into force and effect of this contract.
19. **Place of performance and delivery terms**
20. The subject of performance shall be delivered to the buyer's main place of business at the following address: Institut lázeňství a balneologie, v. v. i., Smetanovy sady 1145/1, 360 01 Karlovy Vary.
21. The seller shall inform the buyer in advance of the exact date of delivery of the equipment in writing so that the delivery notice is delivered to the buyer at least 5 calendar days before the delivery of the equipment.
22. The contact person and responsible employee of the buyer for the purposes of this contract is Mgr. Stanislav Kříž, tel.: 605 261 725, e-mail:[kriz@i-lab.cz](mailto:kriz@i-lab.cz) .
23. The contact person of the seller for the purposes of this contract is [TO BE COMPLETED BY THE SELLER], tel.: [TO BE COMPLETED BY THE SELLER], e-mail: [TO BE COMPLETED BY THE SELLER].
24. The seller is obliged to inform the buyer in writing, at the latest in the written notification of the exact date of delivery of the subject of performance, which equipment must be prepared at the place of delivery of the equipment and what cooperation is expected from the buyer for the successful installation of the equipment and instruction of the relevant persons.
25. The buyer undertakes to provide in a timely manner all equipment necessary for the installation of the equipment and the necessary cooperation during installation and instruction in accordance with the seller's instructions.
26. Delivery shall be deemed fulfilled under this contract if:

* the equipment has been properly handed over, including the relevant documentation,
* the equipment has been installed, put into full operation, and initial validation has been performed,
* operating instructions have been provided to the buyer's technicians and operating personnel, and
* the equipment has been properly handed over and accepted in the manner agreed below.

1. Ownership of the equipment shall pass from the seller to the buyer upon signature of the handover protocol by both contracting parties. With the transfer of ownership, the risk of damage to the subject of purchase shall also pass to the buyer. The buyer shall not be obliged to accept the equipment or any part thereof that is damaged or otherwise does not meet the conditions of this contract.
2. Upon delivery of the equipment, the seller shall issue a handover protocol containing the following information:

* designation of the delivery note/handover protocol and its number,
* the name and registered office of the seller and the buyer,
* the purchase agreement number,
* designation of the delivered and undelivered equipment and its quantity and serial number,
* date of delivery, installation and staff training,
* condition of the equipment at the time of handover and acceptance,
* other details important for the handover and acceptance of the delivered equipment.

1. The handover protocol shall be signed by authorised representatives of both contracting parties. The name and surname of the authorised representative of the contracting party shall be written in block letters under the representative's signature. The delivery note/handover protocol thus completed shall serve as proof of proper handover and acceptance of the equipment.
2. The delivery of the equipment may not be conditional on the future purchase of consumables or other products, unless such materials or products are the subject of the performance. The delivery of the equipment shall not imply an obligation on the part of the buyer to purchase exclusively designated consumables or products in the future, except in cases where the purchase of specific consumables or products is prescribed by the manufacturer (the supplier must prove this fact).
3. **Warranty conditions**
4. The seller provides the buyer with a warranty for the quality of the delivered item, consisting in the fact that the delivered item, as well as all its parts and individual components, will be fit for use for the agreed or otherwise customary purposes throughout the warranty period and will retain the agreed or otherwise customary properties.
5. The warranty period is agreed to be **24** months from the date of acceptance of the subject of performance by the buyer, i.e. from the date of signing the handover protocol by both contracting parties, or longer according to the seller's possibilities.
6. The buyer must report any defects to the seller without undue delay after becoming aware of them.
7. In the event of a warranty defect, the seller is obliged to commence the removal of the reported defect no later than **two (2) working days** after the defect is reported by the buyer, at the place of installation or location of the equipment, to determine the cause of the defect and to remove it free of charge as soon as possible. If the nature of the defect so requires, the maximum period for commencing the removal of the reported defect may be extended by prior agreement with the buyer. For failure to fulfil this obligation by the seller, a contractual penalty in the amount specified in Article 13 of the contract shall be agreed.
8. The maximum period for performing warranty repairs is agreed to be no more than **four (4) working days** from the moment of notification by the buyer. If the nature of the defect so requires (e.g. purchase of special parts), the maximum period for warranty repairs may be extended after prior agreement with the buyer. Failure by the seller to comply with this obligation shall result in a contractual penalty in the amount specified in Article 13 of the contract.
9. The maximum period for warranty repairs may also be extended by agreement by lending a replacement device of the same type (or a higher class device, including training/instruction) so that the corresponding performance can be ensured. If requested by the buyer, the seller is obliged to provide the buyer with a replacement device of the same type if the warranty repair cannot be carried out within the agreed maximum period. The loan shall be free of charge and for the entire duration of the repair and recommissioning of the repaired device.
10. The buyer is entitled to reimbursement of necessary costs incurred in connection with the exercise of rights arising from defects.
11. Defects caused by improper operation or maintenance of the equipment or intentional damage to the equipment by the buyer or an unauthorised person, or by any other intervention, actions or circumstances on the part of the buyer shall not be considered warranty defects ( ). The removal of such defects shall be carried out for a fee.
12. If the defective performance constitutes a material breach of this contract, the buyer has the right to have the defect removed by delivery of new equipment without defects or delivery of the missing equipment, to have the defect removed by repair of the equipment, to a reasonable discount or to withdraw from this contract.
13. The buyer's rights arising from defective performance shall not be affected and shall be governed by the provisions of Section 2099 of the Civil Code.
14. The buyer is obliged to allow the seller to carry out warranty repairs at the place of installation at any time within the period for carrying out repairs.
15. **Warranty service**
16. The warranty service shall be provided by the seller free of charge. Throughout the warranty period, the seller shall perform or arrange, at its own expense, regular technical inspections prescribed by the manufacturer, or regular inspections/inspections/validations/calibrations (if required or recommended by the manufacturer or service organisation for the proper functioning of the equipment, including the replacement of prescribed consumables and spare parts, kits), all including the issuance of a report and any software updates. All this shall be provided during the warranty period and throughout the duration of the project (until the end of 2027) (hereinafter collectively referred to as "warranty service") without the buyer being obliged to pay the seller any additional costs beyond the agreed purchase price, at intervals specified by the manufacturer, but at least once a year. The seller shall demonstrably initiate negotiations in writing regarding the date of the inspection/validation/revision at least 1 month before the expiry of the current inspection/validation/revision. The date shall be set by mutual agreement within the period specified in this point above.
17. Warranty service shall be provided by an authorised service organisation.
18. The seller also promises to only use a company that's authorised by the Ministry of the Environment to measure pollution levels for the pollutants listed in Section 32(1)(b) of Act No. 201/2012, as amended, to run the emission monitoring station.
19. Warranty service for the equipment must be provided by a service technician who is able to communicate in Czech at least at a working level or in the presence of a person from the seller who can provide translation.
20. The buyer reserves the right to request the seller, prior to the commencement of operation of the emission station or during its operation, to submit a decision of the Ministry of the Environment authorising the measurement of pollution levels within the scope of the measured pollutants pursuant to Section 32(1)(b) of Act No. 201/2012 Coll. as amended. The buyer may request the submission of this document at any time during the operation of the station, and the supplier is obliged to submit such a document no later than 14 calendar days from the date of the buyer's request.
21. **Special provisions on VAT**
22. The seller is obliged to inform the buyer of any facts that give rise to its liability for unpaid value added tax on taxable supplies made under this contract (see Section 109 of Act No. 235/2004 Coll., on value added tax, as amended). The information must be provided in writing no later than 10 days after the occurrence of the aforementioned facts.
23. If the circumstances defined in Section 109 of Act No. 235/2004 Coll., on Value Added Tax, as amended, arise, the buyer is entitled to secure the value added tax in question in accordance with Sections nd 109a of Act No. 235/2004 Coll., on Value Added Tax, as amended. The buyer is entitled to apply the above procedure in particular in cases where:

* insolvency proceedings are initiated against the seller of the taxable supply,
* the seller is unable to submit a statement of no outstanding tax liabilities to the tax administrator at the buyer's request,
* the seller discloses facts decisive for the emergence of the buyer's liability under paragraph 1 of this article of the contract.

1. If the seller breaches the obligation imposed in paragraphs 1 and 2 of this article of the contract, the buyer is entitled to claim compensation from the seller for all damages incurred as a result.
2. The buyer shall be obliged to notify the seller within 15 days that it has secured the tax in accordance with the previous paragraphs. This notification shall be deemed to constitute fulfilment by the buyer of its obligation to the seller in the amount of the value added tax claimed, arising from the individual tax documents.
3. **Termination of the contract**
4. Either party may withdraw from this contract if it discovers a material breach of this contract by the other party.
5. For the purposes of this contract, a material breach of contractual obligations shall be deemed to be a breach where the contracting party in breach of the contract knew or could have foreseen that, taking into account all circumstances, the other contracting party would not have been interested in concluding the contract; in particular:

* a delay by the seller in delivering the subject matter of the contract under this contract of more than 30 calendar days;
* the equipment cannot be used by the buyer for a period longer than 60 calendar days during the warranty period;
* if the seller assured the buyer that the equipment has certain characteristics, in particular those expressly stipulated by the buyer, or that it has no defects, and this assurance subsequently proves to be false;
* the defect in the delivered equipment cannot be removed;
* if any statement made by the seller in this contract proves to be false;
* in the event of a breach of the seller's obligations under Article 15 of this contract.

1. Withdrawal from this purchase contract must be in writing, must precisely describe the reason for withdrawal, and must be signed by the withdrawing party, otherwise the withdrawal from this purchase contract is invalid. This contract shall terminate on the date of delivery of the notice of withdrawal by the withdrawing party to the other party.
2. Withdrawal from this contract shall not affect the right to compensation for damage arising from a breach of contractual obligations, the right to payment of contractual penalties and interest on late payment, or the provisions on dispute resolution and choice of law.
3. **Liability for damage**
4. The seller is obliged to compensate the buyer in full for any damage incurred by the buyer as a result of defective performance or as a consequence of a breach of the seller's obligations and commitments under this contract.
5. The seller shall reimburse the buyer for any costs incurred in exercising their rights arising from liability for defects.
6. **Penalties**
7. In the event of a delay by the seller in meeting the performance deadline specified in Article 6 of this contract, the seller undertakes to pay the buyer a contractual penalty of 0.1% of the purchase price including VAT for each calendar day of delay, including any day that has already begun.
8. In the event of a delay by the seller in commencing the removal of the reported defect within the period agreed in Article 8(4) of the contract, the seller undertakes to pay the buyer a contractual penalty of 0.05% of the purchase price including VAT for each day of delay, including any day commenced. When this penalty is applied, the penalty under Article 13(3) of this contract cannot be applied at the same time.
9. In the event of a delay by the seller in performing warranty repairs within the period agreed in Article 8(5) of the contract, the seller undertakes to pay the buyer a contractual penalty of 0.05% of the purchase price including VAT for each day of delay, including partial days.
10. In the event of the seller's delay in performing regular warranty service in accordance with Article 9(1) of the contract, the seller undertakes to pay the buyer a contractual penalty of 0.03% of the purchase price of the goods including VAT for each day of delay, including partial days.
11. In the event of a breach of the obligations agreed in Article 14(7) of the contract, the seller undertakes to pay the buyer a contractual penalty of EUR 400 for each individual case of such breach.
12. The exercise of rights arising from defects or the application of contractual penalties shall not affect the right to compensation for damages in full. The buyer is entitled to set off the contractual penalty against the seller's claim.
13. The contractual penalty is payable within 30 days of the date of delivery of a written request for payment. The due date is the date on which the relevant amount is credited to the buyer's account.
14. **Social and environmental responsibility, innovation**
15. The buyer requires that the seller and its subcontractors (if the buyer uses subcontractors to perform this contract) perform the subject matter of this contract in accordance with international conventions on labour organisation (ILO) adopted by the Czech Republic.
16. The seller undertakes to comply with at least the following international conventions and the standards set out therein:

* Convention No. 87 on Freedom of Association and Protection of the Right to Organise
* Convention No. 98 on the right to organise and collective bargaining
* Convention No. 29 on Forced Labour
* Convention No. 105 on the Abolition of Forced Labour
* Convention No. 138 on the minimum age
* Convention No. 182 on the Worst Forms of Child Labour
* Convention No. 100 on Equal Remuneration
* Convention No. 111 on Discrimination in Employment and Occupation
* Convention No. 155 on Occupational Safety and Health

1. The Seller and its subcontractors (if the Buyer uses subcontractors to perform this contract) are responsible for ensuring that all employees working on the performance of this contract have the legal right to work in the Czech Republic (or at the place of performance) and that their employment is in accordance with Act No. 262/2006 Coll., the Labour Code.
2. The Seller and its subcontractors (if the Buyer uses subcontractors to perform this contract) must ensure equality and fair and dignified treatment of all their employees, promoting diversity, innovation and fair remuneration of their employees. Discrimination against employees of any kind is strictly prohibited.
3. All recruitment of employees shall be carried out by the seller in a systematic manner with a view to respecting, to the maximum extent possible, the buyer's preference to employ suitable qualified local candidates where possible. Furthermore, it is assumed that the seller and its subcontractors (if the buyer uses subcontractors to perform this contract) respect fundamental human rights, including compliance with the Universal Declaration of Human Rights and the European Convention on Human Rights.
4. If the buyer learns that the seller or its subcontractors (if the buyer uses subcontractors to perform this contract) do not comply with the above regulations, the seller is obliged to remedy these deficiencies and complete the performance under the contract in accordance with these requirements. Any potential costs associated with this obligation shall be borne by the seller.
5. The seller undertakes to comply with the principles of socially responsible procurement, environmentally responsible procurement and innovation to the maximum extent possible in the performance of the subject matter of this contract. In this regard, the seller undertakes to comply with all labour law regulations, regulations relating to occupational health and safety, as well as regulations relating to environmental protection. In the event of a breach of this obligation, the buyer may impose a penalty in the amount specified in Article 13(5) of this contract.
6. **Other provisions**
7. The Seller is responsible for ensuring that payments made by the Buyer under this Agreement are not directly or indirectly, or even partially, provided to persons subject to so-called individual financial sanctions within the meaning of Article 2(2) of Council Regulation (EU) No. 208/2014 of 5 March 2014 concerning restrictive measures against certain persons and entities with regard to the situation in Ukraine and Council Regulation (EC) No. 765/2006 of 18 May 2006 on the application of restrictive measures entities and bodies in view of the situation in Ukraine, and Council Regulation (EC) No. 765/2006 of 18 May 2006 concerning restrictive measures against President Lukashenko and certain officials of Belarus and which are included in the so-called sanctions lists (according to Annexes 1 of both Regulations); if any of the regulations are replaced in the future by other legislation of similar significance, the above obligation shall apply mutatis mutandis.
8. The seller is responsible for ensuring that the conditions set out in Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in respect of actions taken by Russia in connection with the situation in Ukraine, are not fulfilled, i.e. in particular that the seller is not:

* a Russian national, a natural or legal person established in Russia,
* a legal person that is more than 50% directly or indirectly owned by any of the persons referred to in the previous indent, or
* a natural or legal person acting on behalf of or at the direction of any of the persons referred to in the previous indents.

The seller is responsible for ensuring that, for the duration of the contract, none of the above conditions are met by its subcontractors (or other persons proving their qualifications on behalf of the seller) who will participate in the performance of this contract by more than 10% of the value of the performance.

1. The seller is obliged to inform the buyer without delay of any facts that may affect the seller's liability under paragraphs 2 or 3 of this article of the contract. The seller is also obliged to provide the buyer with immediate cooperation at any time for the purpose of verifying the accuracy of the information under paragraphs 2 or 3 of this article of the contract.
2. **Final provisions**
3. The contract shall enter into force on the date of its signature by the authorised representative of the last contracting party. The contract shall take effect on the date of its publication in the contract register pursuant to Act No. 340/2015 Coll., on the contract register, as amended, whichever occurs later. The contracting parties shall immediately inform each other in writing of the effective date.
4. The Seller acknowledges that this contract may be subject to the obligation of publication pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of such contracts and the register of contracts (the Act on the Register of Contracts), Act No. 134/2016 Coll., on Public Procurement, as amended, and/or its disclosure pursuant to Act No. 106/1999 Coll., on Free Access to Information, as amended. The Seller unreservedly agrees to publication or disclosure in accordance with the above-mentioned legal regulations.
5. The contracting parties undertake that in the event of disputes concerning the content and performance of this contract, they will make every effort to resolve such disputes amicably. If no agreement is reached, the general court of the defendant shall have jurisdiction.
6. The Seller is obliged to allow all entities authorised to inspect the project from whose funds the delivery may be paid to inspect the documents related to the performance of the contract for the period specified by the legal regulations of the Czech Republic for their archiving (Act No. 563/1991 Coll., on Accounting, as amended, and Act No. 235/2004 Coll., on Value Added Tax, as amended), at least until the end of 2035.
7. The Seller is obliged to provide the inspection authority with its tax records in full upon request. Pursuant to Section 2(e) of Act No. 320/2001 Coll., on Financial Control in Public Administration and on Amendments to Certain Acts (the Financial Control Act), as amended, the Seller is a person obliged to cooperate in the performance of financial control.
8. The seller undertakes to maintain confidentiality during the performance of the contract and after its termination regarding all facts that it learns from the buyer in connection with the performance of the contract.
9. The rights and claims of the contracting parties arising from this contract may not be assigned without the prior written consent of the other contracting party. The exchange of e-mails or other electronic messages shall not be considered written form for this purpose.
10. The basis for the conclusion of this contract is the seller's offer.
11. This contract is concluded in accordance with the laws of the Czech Republic. In matters not expressly regulated by this contract, the contractual relationship shall be governed by the Civil Code.
12. The unenforceability or invalidity of any provision of this contract shall not affect the enforceability or validity of this contract as a whole, except in cases where such unenforceable or invalid provision cannot be separated from this contract without rendering it invalid. In such a case, the contracting parties undertake to make every effort in good faith to replace such invalid or unenforceable provision with an enforceable and valid provision whose purpose corresponds as closely as possible to the purpose of the original provision and the objectives of this agreement.
13. The contracting parties do not wish any rights or obligations to be inferred beyond the express provisions of this contract from existing or future practices established between the contracting parties or from customs generally observed or in the industry relating to the subject matter of this contract, unless expressly agreed otherwise in the contract. In addition to the above, the contracting parties confirm that they are not aware of any business customs or practices established between them to date.
14. The contract may only be amended or supplemented by a written addendum to this contract, numbered consecutively and signed by both contracting parties.
15. The contracting parties confirm that they have read the contract, that it has been drawn up in accordance with their serious and free will, that they understand its content and agree with it.
16. If this contract is drawn up in electronic form, it must be in PDF/A format and signed with valid guaranteed electronic signatures of the contracting parties based on qualified certificates. Each of the contracting parties shall receive the agreement in electronic form with the recognised electronic signatures of the contracting parties. If this agreement is drawn up in paper form, it must be drawn up in four copies signed by the authorised representatives of the contracting parties, with the buyer receiving two copies and the seller receiving two copies.
17. The following annexes form an integral part of this contract:

**Annex No. 1 – Technical Specification and Price Calculation**

|  |  |
| --- | --- |
| In Karlovy Vary on  **Buyer:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Ing. Alina Huseynli, MBA  Director | In [to be completed by the SELLER] on [to be completed by the SELLER]  **Seller:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [to be completed by the SELLER] |