Annex no. 2 Tender documentation to the public contract **‘A device for thin layer chromatography with flame-ionization detector – TLC/FID’**

**Contract on supply**

Concluded as per § 1746 clause 2 and Act No. 89/2012 Coll.,Civil Code, as amended

Contractual Parties:

**Trade company: Unipetrol Centre for Research and Education, a.s.**

Head office: Revoluční 84, 400 01 Ústí nad Labem

Company Registration Number: 62243136

Tax ID: CZ62243136

Bank account: Komerční banka Ústí nad Labem

Account no.: 7009-411/0100

Record in Companies Register: District court in Ústí nad Labem, section B, insert 664

Represented by: Ing. František Svoboda, Chairman of the Board

doc. Ing. Jaromír Lederer, CSc., Vice-Chairman of the Board

Person authorized to act

in technical affairs: Ing. Veronika Vavroušková – Manager of Infrastructure Projects, e-mail: [veronika.vavrouskova@unicre.cz](mailto:veronika.vavrouskova@unicre.cz), tel: 471 122 305

Person for implementation: Ing. Ladislav Kudrlička, Research Employee

Email: [ladislav.kudrlicka@unicre.cz](mailto:ladislav.kudrlicka@unicre.cz), tel: 736 506 280

on one side,

(Further referred to as **“Client”**)

and

Business company / name [to be added by the applicant]

Identification number/ birth registration no.: [to be added by the applicant]

Head office/ address: [to be added by the applicant]

Company Registration Number: [to be added by the applicant]

Tax ID: [to be added by the applicant]

Bank account: [to be added by the applicant]

Account no.: [to be added by the applicant]

Record in Companies Register: [to be added by the applicant]

Represented by: [to be added by the applicant]

on the other side.

(hereinafter referred to as „the **Supplier**“)

Based on their true and free will, conclude this

**Contract on supply**

(hereinafter referred to as „**Agreement**“)

**PREAMBLE**

This contract is concluded for the fulfilment of the public contract of small scale **‘A device for thin layer chromatography with flame-ionization detector – TLC/FID’** (hereinafter referred to as **‘public contract’).**

The Public Contract fulfilment as per this Contract forms a part of the project implementation ‘The development of UniCRE centre‘, implemented within the program ‘National Sustainability Program I‘ (NPU I) with financial support from Ministry of Education, Youth, and Sports of the Czech Republic. The fulfilment of this contract shall be partially financed also from the sources of the Ministry of Industry and Trade of the Czech Republic, specifically from Institutional support.

1. **Subject and Purpose of the Contract**
2. The Supplier herewith undertakes to supply and handover to the Client the **device for thin layer chromatography with flame-ionization detector – TLC/FID** with all parts and accessories according to the detailed specification defined in annex no.1 hereof (hereinafter referred to as ‘**Supply subject matter**’), and enable the Client to receive the ownership title to the Supply subject matter.
3. The Purchaser undertakes to accept the Supply subject matter with all parts and accessories, rights and obligations, and undertakes to pay the Supplier the purchase price as agreed according to this Contract.
4. The Supplier further undertakes to perform the activities of out-of-warranty service of the Supply subject matter based on explicit notices from the Client which may be based particularly on the adjustment of the Supply subject matter and on the removal of defects of the Supply subject matter which are not covered by the warranty (hereinafter referred to as ‘**Out-of-warranty service**’). The Client for the provision of out-of-warranty service undertakes to pay remuneration to the Supplier agreed below in the Contract.
5. The purpose of the Contract is the adjustment of rights and obligations of the contracting parties related to the Supply subject matter and the provision of the below defined services required for the project implementation ‘Development of UniCRE centre’ (see the Preamble hereof).

**II. Delivery Conditions for the Supply Subject Matter**

1. The Supply subject matter will be used by the Client for thermal analysis of materials within the required temperature scope with the use of various temperature programs.
2. The delivery of the Supply subject matter includes the machine transport to the fulfilment location, its installation including all activities (packaging, transport, disposal of waste, etc.), commissioning and calibration including the completion of calibration protocol. The Supply subject matter also includes the provision of telephone consulting by the Supplier to the Client during working hours.
3. The Supplier is also obliged to train the operators of the Supply subject matter which includes at least 2 employees of the Client, as follows:
   1. Training for 1 working day immediately after the installation; the training must include the required knowledge for appropriate use and operation of the Supply subject matter; and
   2. Training in Czech or English language for at least 1 working day, at the latest within 5 months after installation. The training date must be agreed by the Client. The relevant focus of training must be within the scope required by the client; the training shall include the provision of information related to the machine functions, and answers from the Supplier to the Client’s employees.
4. The delivery of the Supply subject matter includes the supply of the below documentation and services:
   1. Detailed operation manual for the Supply subject matter, maintenance manual;
   2. Warranty sheets, potentially required certificates, Conformity declaration and other materials required for the inspection bodies of the Supply subject matter;
   3. Respective certificates with the authorisation to use the Supply subject matter in the Czech Republic, i.e. common attests issued by the respective test laboratory in some of the EU country;
   4. Validation incl. the Validation sheet;
   5. Servicing works including the validation and complete inspection of the machine once a year for 3 years following the installation.
   6. Consumption material additionally to the specified commonly supplied material in the respective annex with the machine technical specification.

All documents submitted to the Client by the Supplier must be in Czech language, or in official translation to Czech language.

1. The Client undertakes to provide the Supplier with all cooperation necessary for the fulfilment of the obligations pursuant to this Contract. The Supplier shall notify the Client in writing as regards the required cooperation related to the supply at least 15 days before the deadline of the Supply subject matter.
2. The Client is entitled to inform the Supplier about its reservations or detailed instructions for the delivery of the Supply subject matter. The Supplier is obligated to consider and respect them.
3. The Supplier declares that it is fully acquainted with other conditions for the fulfilment of obligations resulting from this Contract but not defined explicitly.
4. In the performance hereof, the Supplier is obliged to proceed with due diligence. The Supplier is obliged to observe the binding legal regulations, directives, and other regulations.
5. The Supplier undertakes to perform a regular service and check (validation) inspection of the Scope of Delivery, once a year in the next three years after delivery of the Object of Delivery, in a term determined by agreement with the Customer.

**III. Statement regarding the Supply Subject Matter**

1. The Supplier declares and is responsible to the Client that on the day of submitting the Supply subject matter:
   1. The Client is exclusive owner of the Supply subject matter:
   2. The Supply subject matter fulfils all requirements defined by the respective legal regulations and the tender documentation for the Public contract; particularly fulfils the technical parameters defined in annex no. 1 of the tender documentation for the Public contract and in annex no. 1 hereof.
   3. Subject matter of the supply is new, unused, undamaged, fully functional, at the highest quality, and with all legal rights required for appropriate and undisturbed handling and use by the Client including all intellectual property rights;
   4. The Subject matter of the supply is not subject to any burdens, right of lien, transfer limits, pre-emptive right, and other restrictions for the benefit of third parties, lease, sublease, right of user, and other rights of third persons regardless the rights registered in public registries or not;
   5. The Supplier is entitled to conclude and fulfil this Contract which is completely and unconditionally binding, and by signing and fulfilling this contract it shall not violate any other contract the Supplier concluded, or the generally binding legal regulations;
2. The Supplier declares that on the day of concluding the Contract:
3. It is not a participant of any court, arbitrator, or administration proceedings which could affect its ability of appropriate fulfilment of the obligations resulting hereof, particularly that the assets of the Supplier are not subject to the bankruptcy, settlement, or insolvency proceedings, and there is no execution, and it is not aware of any hazards that such court, arbitrator, or administration proceeding could be commenced;
4. It is not bankrupt or faces bankruptcy;
5. It has no debts or due payments which could result in the court right of lien , executor right of lien, or right of lien as per § 170 act no. 280/2009 Coll., tax regulations, or execution affecting the Supply subject matter;
6. Falsity or incompleteness of any declaration of the Supplier defined in article III.1 and/ or III.2 hereof is considered a significant violation of the Supplier’s obligations as per this Contract which entitles the Client to withdraw from the Contract by means of a notification on withdrawal in writing. The Client declares that partial fulfilment has no meaning. The Client’s right for damage compensation is not affected.

**IV. Conditions for the provision of out-of-warranty service**

1. The Client is not obliged to make an appeal for the fulfilment of any activity related to the out-of-warranty service and the Supplier is not obliged to perform any such activity without the appeal.
2. The appeal for the provision of activities within the Out-of-warranty service shall be sent by the Client to the Supplier to email address [to be added by the bidder].
3. The Client shall define in the appeal the description of the activities covered by the Out-of-warranty service requested from the Supplier with adequate period for the provision.
4. The Supplier is obliged, for the whole period of the Contract duration, to maintain a servicing team corresponding to the bid within the tender procedure for the public contract, potentially with the exchange of the servicing team member providing the new servicing team member fulfilled the requirements defined in the tender documentation for the public tender. The Supplier is obliged to submit the documents upon the request of the Client proving the required qualification of the new servicing team member, within the deadline defined by the Client and the method as required by the Client.

**V. Date and place of fulfilment**

1. The Supplier undertakes to supply the Client with the Supply subject matter with all parts and accessories, including the installation, commissioning, and validation including the validation protocol, complete documentation, and including the operator training within the scope of training immediately after the installation (article II.3.a) of the Contract), **within 80 calendar days from concluding the Contract**.
2. The Supplier undertakes to perform the operator training according to article II.3.b) of the Contract at the latest within 5 months from installing the Supply subject matter. The Supplier is obliged to propose to the Client to choose a specific date for the training from 5 various working days within at least two weeks.
3. The out-of-warranty servicing activity shall be provided based on explicit notice of the Client, which the Client may request at least for 10 years from accepting the contract subject matter. The Supplier undertakes that the servicing technician shall arrive to the location of the servicing intervention at the latest before 72 hours from receiving the email notice from the Client (hereinafter referred to as the ‘reaction time’). If the notice of the Client is sent by email on the working days from 9 AM to 6 PM, the delivery is considered completed on the moment of its sending. On all other cases it is considered delivered at 9 AM the following working day after sending. If the end of the reaction time is not on the working day from 9 AM to 6 PM it shall be the following working day at 9 AM. The deadlines for the removal of defects are subject analogically to the provisions of article IX clause 9 and 10 of this contract.
4. The fulfilment location of the Contract subject matter, i.e. the location of the supply and installation of the Supply, and the performance of the servicing intervention, is the building of Unipetrol Centre for Research and Education, a.s. on the address Chempark Záluží - Záluží 1, 436 70 Litvínov, building 2838, or building 2828 (hereinafter “Chempark”).
5. The Supplier undertakes to respect the rules for the activities of supplier companies issued by the administrator of the Chempark Company, UNIPETROL RPA s.r.o., Company ID: 275 97 075, with registered office at Litvínov - Záluží 1, Postal Code 436 70, listed in Annexes 3 and 4 of the Contract.

**VI. Handover and acceptance of the Supply subject matter and transfer of the ownership title**

1. The Supplier must handover the Supply subject matter to the Client appropriately and in time, in compliance with the instructions of the Client and this Contract, in quality corresponding to the specification of the Supply subject matter as per this Contract, all its annexes and purpose for which the Supply is provided.
2. The specific day of handing over the Supply subject matter shall be defined by the Supplier by notifying the Client in writing, by telephone, or by electronic mail at least 15 days before handing over the Supply subject matter. Unless agreed otherwise by the parties, the day of handing over the Supply subject matter shall be a working day.
3. The Supplier is obliged to submit the Supply subject matter to the Client together with all accessories, records, and documents related to the Supply subject matter.
4. The handing over process and acceptance of the Supply subject matter include the installation and commissioning of the Supply subject matter including the prove of the performance parameters of the Supply subject matter, and also the calibration including the calibration protocol, and also training of the operators within the scope of training immediately after the installation (article II.3.a) hereof). Before the moment of handing over and acceptance of the Supply subject matter, the Supplier must fulfil all its obligations defined by the Contract in relation to the delivery of the Supply subject matter, except for the operator training within the scope of training according to article II.3.b) of the Contract.
5. The handover and acceptance of the Supply subject matter by the contracting parties is subject to the handover protocol in writing which will, amongst other, contain the explicit confirmation of the Client on the acceptance of the Supply subject matter.
6. At the moment of accepting the Supply, the Client receives the ownership titles to the Supply subject matter, and all tangible and intangible outputs directly related to the Supply subject matter.
7. If the Supply subject matter or related services (installation, calibration, training) indicate any defects, the Client is entitled to refuse the acceptance of the Supply subject matter.
8. The damage hazard to the Purchase subject matter is transferred to the Purchaser on the day of accepting the Supply subject matter by the Purchaser free from defects.
9. Appropriate completion of the operator training within the scope of training as per article II.3.b) of the Contract shall be subject to a protocol made by the contracting parties, where the Client explicitly confirms the service was implemented within the agreed scope, quality, and deadline.
10. Appropriate provision of Out-of-warranty service based on individual notices shall be subject to a protocol made by the contracting parties, where the Client explicitly confirms the service was implemented within the agreed quality, and deadline. The parties shall confirm the hours really spent performing the Out-of-warranty service in the servicing location and potentially the costs for the acquisition of spare and additional parts delivered to the Client during the servicing interventions.

**VII. Contract price for the fulfilment**

1. Total price for the Supply subject matter is [to be added by the bidder in compliance with the evaluated list of items] CZK excl. VAT, i.e. [to be added by the bidder in compliance with the evaluated list of items] CZK incl. VAT:
2. The total bid price for the Supply subject matter excluding VAT is binding for the whole period of the Contract fulfilment and for all fulfilments within the Supply subject matter included according to the Contract. The bid price of the Supply subject matter excluding VAT covers all contractual obligations and all matters and items required for appropriate fulfilment of the respective obligations according to the contract (including the related services such as training). The price for the Supply subject matter with VAT can be increased solely in relation to the change of legal regulations for the VAT amount, by the maximum amount corresponding to the legislation change.
3. Price for 1 hour of the Out-of-warranty service is [to be added by the bidder] CZK/hour, excluding VAT, i.e. [o be added by the bidder] CZK/hour with VAT.
4. Price for 1 hour of provided services within the Out-of-warranty service includes all costs occurred in relation to the intervention of the Supplier (including the costs for the transport to the servicing location, work of persons in any position). The Supplier is entitled to account remuneration for the servicing intervention after the servicing technician arrives to the servicing location. Price for 1 hour of Out-of-warranty service excluding VAT covers all contractual obligations and all matters and items required for appropriate provision of Out-of-warranty service according to the Contract. Price for 1 hour of the provision of Out-of-warranty service with VAT can be increased solely in relation to the change of legal regulations for the VAT amount, by the maximum amount corresponding to the legislation change.
5. Price for 1 hour of the provision of Out-of-warranty service does not include costs for the acquisition of potential spare or additional parts required for the organisation of the servicing intervention. The costs must be agreed by the Client in writing in advance.

**VIII Payment Terms**

1. The Client will not provide the Supplier with any advance payments.
2. The Supplier shall be entitled to the payment of the total price for the Supply subject matter according to article VII. clause 1 hereof at the moment the Supply subject matter is handed over to the Client free from any defects and the operator training was completed within the scope of training as per article II.3.b) hereof).
3. The Supplier shall be entitled to the payment of the price for the provision of Out-of-warranty service according to the specific notice at the moment the service is appropriately provided for the Client.
4. Total price of the Supply subject matter is valid based on invoice issued by the Supplier after the entitlement for the total price payment of the Supply subject matter. The price for the provision of Out-of-warranty service according to the specific notice is valid based on invoice issued by the Supplier after the entitlement for the price payment of the Out-of-warranty service according to the specific notice.
5. The invoice must contain the properties of tax document according to the respective legal regulations of the Czech Republic, it must be issued in Czech koruna (CZK) and it must be due within thirty (30) days. It must contain:

* Registration number of the Contract;
* Identification of banking institution and account no. to which the payment is to be transferred;
* Public contract title.

1. An annex to the invoice must include the copy of the handover protocol where the Client confirms the acceptance of the Supply subject matter free from defects, and also a copy of the handover protocol according to article VI.9 hereof. In case of the Out-of-warranty services, the copy of the handover protocol must be attached as an annex according to article VI.10 hereof.
2. If the invoice does not contain the above specified matters, the Client is entitled to return it to the Supplier for correction or completion. In such case the maturity period stops, and new maturity period as per this Contract starts by delivering the corrected invoice to the Client.

**IX Liability for Defects**

1. The Supplier undertakes that the Supply will be the top quality, i.e. all properties of the Supply subject matter will satisfy the defined requirements, i.e. the utilisation, operation safety, defect-free operation, sustainability, economic operation, the provision of environmental protection, etc. The properties will comply with the valid legal adjustment in the CR, Czech technical standards accepting the European standards. The Supplier assures the Client that the Supply subject matter is free from any defects.
2. The Contracting Parties have agreed that the Supplier will provide a guarantee for the Supply subject matter quality, i.e. The Supplier undertakes and guarantees that for the duration of the contractual warranty period, the Supply subject matter will be eligible for use according to its purpose, and it will maintain the agreed properties and quality as per the Contract and its annexes. The Supplier guarantees that the Supply subject matter will have the properties defined in the technical standards (ČSN) and the regulations related to the Supply subject matter completion.
3. The Supply subject matter has defects, i.e. deviations in quality, content, scope, and parameters incompliant with the conditions defined in the Contract, technical standards, and generally binding regulations, if the Supply subject matter completion does not comply with the requirements defined in the Contract and other documentation related to the completion. The Supplier is responsible for the defects of the Supply subject matter at the time of handing over, and the defects occurred during the warranty period. During the warranty period, the Supplier is not responsible for the defects occurred due to incompliance or violation of the submitted regulations for the operation and maintenance by the Client.
4. The Contracting parties agree that Purchase subject matter is defective if the statements of the Supplier as per article III hereof prove to be untrue or incomplete.
5. The Supplier provides 24 months warranty period for the Supply subject matter including all related activities. All the activities are provided free of charge by the seller for the warranty period duration (hereinafter only the ‘**warranty activities**’). The provision of warranty activities by the Supplier does not affect the right of the Client to the Out-of-warranty services according to article IV. hereof. The warranty period starts on the day the Supply subject matter is handed over and accepted free of defects.
6. The warranty period is extended by the period when the Client cannot use the Supply due to the defects. In case of the machine repair during the warranty period, the warranty period extends by the repair duration period, i.e. the period from the defect reporting to its removal. If the warranty repair lasts longer than 3 months or the total period of the Supply subject matter repairs in one year is longer than 3 months, the Client may require the Supplier to supply a new device, its parts or the defective unit.
7. The Supplier guarantees to the Client and undertakes that the spare and consumption material shall be available for at least 10 years from handing over and accepting the Supply subject matter.
8. The Client will announce the defect by fax, email, by means of data box or mail. The notification of the defect must contain a brief description of the defect, the place, and method causing the defect, and its effects.
9. If a defect of the Supply subject matter occurs during the warranty period preventing the use for common purpose, the Supplier is obliged to commence works to remove the defects immediately after the notification in writing from the Client as per article IX.8 hereof. Unless the contracting parties agree otherwise, the Supplier is obliged to remove the defect preventing the use of the Supply for common purpose at the latest within 5 working days from delivering the notice of a defect.
10. If a defect of the Supply subject matter occurs during the warranty period not preventing the use for common purpose, the Supplier is obliged to commence works to remove the defects within 5 working days after receiving the notification in writing from the Client as per article IX.8 hereof. The Supplier is obliged to remove the defect not preventing the use of the Supply for common purpose at the latest within 10 working days from delivering the notice of a defect.
11. The Contracting parties have agreed that the Client, in case of finding a defect, must notify the Supplier within sixty (60) days from finding the defect. The Contracting parties have agreed that all consequences related to late notification of defects according to act no. 89/2012, Civil Code, may occur after the agreed period for the notification of the defects.
12. The Client shall enable the Supplier the entry to the premises to remove the defects, including the connection to the agents. In case of any damages during the warranty defect removal, the Supplier is obliged to fully replace it, within three days from the enforcement by the Client.
13. The Supplier shall handover the repaired defect to the Supplier including the record. The completed repair, within the contractual warranty period, is subject to 24 months warranty provided by the Supplier from its removal and date of handover. It also applies to the spare parts exchanged during the repair works, including the Out-of-warranty service.
14. If the Supplier fails to remove the defect using a defined method within 15 working days from the day selected by the Client, the Client is entitled to order the defect removal from another Supplier. The Supplier is then obliged to pay the evident costs for the defect removal, within 14 days from the accounting submission by the Client. The warranty for quality and the entitlements from the defect are not affected.
15. In order to eliminate any doubts, it is agreed that the above defined statements to not eliminate the right of the Client to select other rights from defective fulfilment than the defect removal by repair. The Client may select the entitlement from defective fulfilment within thirty (30) days from the defect notification, and can change the entitlement from defective fulfilment according to its consideration until the completion of the selected entitlement by the Supplier.
16. If the Purchaser selects the entitlement from defective fulfilment to be the defect removal, it can refuse the Seller's proposed method for the defect removal if it is considered insufficient, and define a suitable method for the defect removal’ In such case the Seller is not entitled to any additional costs.

**X. Insurance**

1. The Supplier is obliged to have the agreed liability insurance for the property damage coverage in relation to the performance of the Supply subject matter, at least until appropriate handing over and acceptance of the Supply subject matter by the Client, with the insurance fulfilment at least 2,000,000 CZK and with the coinsurance of the Supplier of maximum 10 % value from the insurance event. Failure to fulfil this obligation shall be considered a serious breach of the Contract.
2. The Supplier upon the request of the Client must submit a record on the insurance existence, potentially another insurance contract within the deadline defined by the Client.

**XI. Contractual Fines**

1. If the Supplier is late in providing the Supply subject matter to the Client, it undertakes to pay a contractual penalty to the Client amounting to 0.2 % of the Supply subject matter price for every commenced day of the delay.
2. In case of the Supplier’s delay with the defect removal requested by the Client during the warranty period within the agreed deadline, the Client is entitled to 1,000 CZK contractual fine for every defect and for every day of the respective delay.
3. In case of violating the obligations of the Supplier to provide spare parts and consumption material specified in article IX.7, hereof, the Client is entitled to Contractual penalty amounting to 100,000 CZK for every such violation.
4. In case of the Supplier’s delay to arrive to the performance location of the servicing intervention within the Out-of-warranty service, the Client is entitled to contractual penalty amounting to 500 CZK for every commenced hour of the delay.
5. In case the Supplier's violation of regulations causes a penalty to the Client by external administration or inspection bodies, the Supplier is obliged to pay the penalty to the Client. Such case shall be considered a serious breach of the Contract.
6. The enforcement of the entitlement or payment of the contractual fine does not affect the Client’s right for the damage compensation caused by the Supplier to the Client by failure to fulfil the obligations the Supplier accepted in this Contract or is bound by law, at full amount. The Supplier must pay for the damage compensation using a method and deadline notified by the Client in notice in writing.
7. The Contractual penalties and damage compensations will be accounted by independent payment records. The Supplier is obliged to pay the contractual penalty or pay the damage compensation within 30 days from receiving the payment record issued by the Client.

**XII. Confidentiality**

* 1. The Supplier and the Client are obliged to maintain confidentiality on all matters forming the business secret of the second party, and also other data related to the second contracting party, which they received in relation with the fulfilment of this Contract, and also other data the second party indicates as confidential. The Supplier and the Client must not provide or make the data accessible to other entities or use it for their own requirements or for other entities (including the family members and close persons). It does not apply to generally known data.
  2. The confidentiality obligation relates to the matters not commonly available in the respective business circuits, in particular:

• The matters of business nature, in particular information on internal and economical situation and contractual partners of the second contracting party, information on services provided or used by the second contracting party, information on business activities and business methods of the second contracting party,

• The matters of production nature,

• The matters of technical nature.

* 1. If the obligation to maintain the business secret and confidentiality is violated, it includes significant violation of the Contract and the contractual party which violated the obligation must pay to the second contractual party a penalty of 50,000 CZK for every individual violation of the obligation. The payment of the contractual fine does not affect or limit the right of the second contracting party for the compensation of damages occurred in relation with the defined obligation violation.
  2. the above defined does not affect the right of the Client to publish the Contract within the full scope including all annexes on the profile of the principal.

**XIII. Duration of Contract**

1. The Contract becomes valid and effective on the day of signature by both contractual parties.
2. It is possible to withdraw from the contract due to legal reasons and reasons stated by this Contract.
3. The Client is also entitled to withdraw from the Contract if the costs defined by the Contract are defined as ineligible by the Managing Body for the Program of National Sustainability Program I, or another body, upon finding the matters below:

• The Supplier’s bid processing included the participation of the Client's employees or the member of the project implementation team or a person who participated in the preparation or assignment of the tender proceedings;

• The Supplier’s offer was processed in association with the Supplier and the person employed by the Client or member of the project implementation team or person who contractually participated in the preparation or assignment of the respective tender proceedings

• Subcontractor for the Contract fulfilment is an employee of the Client, member of the project implementation team or a person who contractually participated in the preparation or assignment of the respective tender proceedings.

1. Delay of the Supplier with handing over the Supply subject matter exceeding 30 days is considered a significant violation of the Supplier’s obligations as per this Contract which entitles the Client to withdraw from the Contract by means of a notification on withdrawal in writing.
2. The termination of the Client or the Supplier with the legal successor does not cause the Contract termination but it passes to the legal successor.
3. In case of withdrawal from the Contract, the entitlements of the Client from the Supply subject matter defects remain valid including the damage compensation and the payment of contractual fines.

**XIV Force Majeure**

* + 1. The Contracting party is not in delay with the fulfilment of the obligations, it is proven the fulfilment was prevented temporarily or permanently by force majeure event, such as unforeseeable and insuperable obstacle occurred independently on its will. It does not apply to the obstacle resulting from the situation of the contracting party which demands such circumstances, and to the obstacle occurred when the party was already in delay with the fulfilment of the obligations.
    2. Force majeure represents unforeseen exceptional situations, strikes, lockouts, and other interruptions of industry, acts of public enemy, wars, declared or not, blockades, riots, demonstrations, epidemics, land slides, earthquakes, storms, lighting, floods, natural disasters, civil unrests, explosions, and any other unforeseeable events, the contracting parties cannot affect and which are not manageable despite all care.
    3. The contractual party with the rights and obligations affected by force majeure must take all possible measures required to remove the inability to fulfil the obligations with minimum delay as per this Contract.
    4. If the contracting party caused damage by violating the obligation from the Contract it shall be free from the damage compensation obligation if it is proven the fulfilment was prevented temporarily or permanently by force majeure event, such as unforeseeable and insuperable obstacle, occurred independently on its will. It does not apply to the obstacle resulting from the situation of the contracting party which demands such circumstances, and to the obstacle occurred when the party was already in delay with the fulfilment of the obligations.
    5. If any of the contracting parties assumes the circumstances of force majeure occurred, which could affect the fulfilment of the obligations, it must immediately inform the second contracting parties and define the details on the nature, probable duration, and probable effect of the circumstances. If the Client does not issue instructions in writing, the Supplier must continue in the fulfilment of its obligations in compliance with the Contract, if it can be justly required considering all circumstances, and it must seek all alternatives for the fulfilment of obligations not prevented by force majeure. The Supplier must not use alternative tools unless instructed by the Client.
    6. If the force majeure obstacle, causing the impossibility to supply the Supply subject matter, lasts over 2 months, the contracting parties are entitled to agree on permissible Contract amendment in relation to the subject matter, price, and fulfilment period. In case of failing to conclude an agreement, both parties are entitled to withdraw from the contract. The effects of withdrawal are valid on the day the notification is received.

**XV. Final Provisions**

1. The Supplier is aware that the provider of the support within the program NPU I is entitled to perform the inspection of the project goals’ fulfilment within the project ‘Development of UniCRE Centre' including the inspection of the support use and the purpose orientation of the project costs utilisation in compliance with the contract on the support provision for the solution of the research and development project no.: MSMT-43760/2015, and in compliance with the decision no. 11/2017 on the provision of ‘Institutional support for long lasting conceptual development of the research organisation based on the evaluation of its achieved results’. The Supplier is aware that the support providers are entitled to perform financial inspection according to § 39 Act no. 218/2000 Coll., on the budget rules, as amended, and Act no. 320/2001 Coll., on financial inspection in public administration, as amended. The Supplier is obliged to provide full cooperation during the inspection performance by the support providers and observe all instructions of the providers or the Client in relation with the inspection, particularly provide access to the workplace, to persons participating in the Contract implementation, and to all documents, computer records, and devices forming a part of the Contract fulfilment or related to the Contract. The Supplier must maintain all documents, computer records, and other information related to the Contract fulfilment for the period defined by the Czech Republic legal code and by directly applicable regulations of European Union, at least for the period of the project implementation and then five (5) years after the project completion with the planned completion at the latest on 31.12.2020. The Supplier must contractually ensure that the obligations as per this Contract article must be fulfilled by all potential subcontractors of the Supplier.
2. The Supplier during the supply and installation of the Supply subject matter must observe all legal regulations related to the occupational health and safety. The Supplier is further obliged to observe all legal standards, local regulations and rules related to the workplace, observing the safety, hygienic, and fire regulations, including the supply location and the Supply subject matter installation. During the supply and installation of the Supply subject matter, the Supplier is obliged observe the regulations related to work safety, in particular Act no. 309/2006 Coll., on the provision of other conditions for occupational health and safety.
3. The Supplier is obliged to mark the correspondence to be delivered to the Client with the Client’s Contract number and the name of the Public Contract. The Client can return the unmarked correspondence to the Supplier. Potential related delay is at the expense of the Supplier.
4. This Contract can be amended and cancelled only in writing and based on mutual consent of both the contracting parties. Electronic format is not considered as a form in writing.
5. The present Contract is drafted in four counterparts with the validity of the original, two for each contracting party.
6. All legal relationships untreated in this Contract are subject to act no. 89/2012 Coll., Civil Code, as amended, potentially to other affected legal regulations.
7. The following Annexes represent an integral part of the Contract:

Annex No.1 – Specification of the Supply subject matter – to be added by the bidder

Annex No.2 – Description of the servicing activities provided – to be added by the bidder

Annex No.3 – Conditions for the entry and movement in Chempark Záluží

Annex No.4 – Services provided by the manager of Chempark Záluží

In ……………on ……………. In ……………on …………….

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Bidder Ing. František Svoboda

*Chairman of the Board of Directors*

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doc. Ing. Jaromír Lederer, CSc.

*Vice-chairman of the Board of Directors*