



PURCHASE CONTRACT
HIGH CLEARANCE MOBILE SENSOR CARRIER

SELLER

Name **FREMA**
Registered office 61, route de Mont de Marsan 40270 GRENADE SUR L'ADOUR
Comp. ID No (IČO) ZH: 384 437 679 000 10 Tax ID No (DIČ) FR 243 844 376
Represented by Jean Michel DUCLAVE

AND

BUYER

Name **Global Change Research Institute CAS**
Registered office Bělidla 986/4a, Brno, post code 603 00, Czech Republic
Comp. ID No (IČO) 86652079 Tax ID No (DIČ) CZ86652079
Registered at Register of public research institutions
Represented by prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c., Director

Pursuant to section 2079 of Civil Code, the above parties conclude a contract of the following wording:

I. SUBJECT MATTER OF CONTRACT

1. The seller undertakes that it will hand over the item which is subject matter of purchase to the buyer and that it will enable the buyer to gain the ownership right for it and the buyer undertakes to take the item over and to pay the purchase price to the seller.
2. The seller also undertakes to hand the documents related to the item to the buyer and to carry out servicing of the item.

II. SUBJECT MATTER OF PURCHASE

1. The subject matter of the purchase is high clearance mobile sensor carrier for field phenotyping and adjustable track distance.

2. The subject matter of purchase will fulfil technical parameters, which are listed in Annex no. 1 of this Contract.
3. Other accessories for the subject matter of purchase are listed in Annex no. 1 of this Contract.
4. The subject matter of purchase will be handed over in accordance with the following documents (arranged according to how binding they are):
 - a) This contract
 - b) Written instructions from the buyer
 - c) Technical standards relating to the materials and activities performed on the basis of this contract
5. Together with the subject matter of purchase, the seller will also hand over to the buyer the documents necessary for takeover and use of the subject matter of purchase. These documents include mainly the following:
 - a) Technical standards relating to the materials and activities performed on the basis of this contract.
 - b) Detailed guides or handbooks and manuals to use the object of purchase.
 - c) Detailed guides or handbooks and manuals to maintain the object of purchase.The documents will be prepared in Czech or English language.
6. The seller undertakes to perform servicing of the subject matter of purchase during the guarantee period.

III. HANDOVER OF SUBJECT MATTER OF PURCHASE

1. The complete and defect free subject matter of purchase will be handed over in operational condition latest within **8 weeks of signing of this contract**.
2. Earlier fulfilment is possible.
3. The subject matter of purchase will be handed over to the buyer's experimental workplace at the address **K Zámečku 1215, 593 01 Bystřice nad Pernštejnem, Czech Republic**, unless the parties agree otherwise.
4. If the seller delivers a larger number of items than agreed, the purchase contract is concluded also for the excess amount, provided that the price of the excess amount is included in the total purchase price.
5. The seller undertakes to hand the subject matter of purchase over unused and without any legal or material defects.
6. The effects of handover of the item do not occur before the moment when the buyer is enabled to handle the item at the place of its handover.
7. Latest within 5 working days from the day on which the subject matter of purchase is handed over, the buyer will inspect it and check its apparent properties and quantity. Within the same deadline, the buyer will either confirm takeover of the subject matter of purchase or state its objections concerning the quantity and apparent properties of the subject matter of purchase. If the buyer neither confirms takeover of the subject matter of purchase nor states its objections concerning the quantity and apparent properties of the subject matter of purchase, it is understood that the buyer took the subject matter of purchase over and that it does not have any objections concerning its apparent properties and quantity.
8. Fulfilment cannot be refused, not even in case when the conditions specified in section 1912 (1) of Civil Code are fulfilled (mutual fulfilment).

IV. PURCHASE PRICE

1. The purchase price for fulfilment according to this contract was agreed **1,400.000 CZK excl. VAT**.
2. The price is agreed as the highest permissible price including all the costs of the seller connected with fulfilment of this contract and price influence during fulfilment of this contract.
3. The price includes also shipping cost.
4. VAT at the statutory amount will be added to the price excluding VAT.

V. PAYMENT TERMS

1. The price for delivery of the subject matter of purchase and performing of service will be paid on the basis of one invoice, unless specified otherwise by the buyer. An annex to the invoice will be a copy of the confirmation that the subject matter of purchase was handed over.
2. All invoices will have a regular tax document.
3. The due date of all the invoices is 25 days after the day on which the invoice is issued.
4. Within the due date, the buyer is entitled to return an invoice containing mistakes. The seller is obliged to submit a new or corrected invoice with a new due date.
5. The seller is obliged to deliver the invoice to the address of the registered office of the buyer latest within 5 working days after the takeover of the subject matter of purchase is confirmed.
6. The invoice is paid on the day when the corresponding price is charged off the buyer's account.
7. No advance is provided. No deposit is provided.

VI. QUALITY GUARANTEE AND COMPLAINTS CONCERNING DEFECTS

1. The seller provides quality guarantee for the subject matter of purchase. For the whole guarantee period, the subject matter of purchase:
 - a) Will be fit for using for the purpose specified in this contract.
 - b) Will be fit for using for the usual purpose.
 - c) Will retain its usual properties.
2. The seller provides **quality guarantee** for a period of **12 months**.
3. The guarantee period will start to run on the day when the takeover of the subject matter of purchase is confirmed. The guarantee period is extended by the time starting on the day when a complaint is made and finishing on the day when the defect is rectified.
4. The buyer is not in delay with claiming a defect if the buyer claims the right arising from the defect which the subject matter of fulfilment has at the moment of its handover and arising from the defect under guarantee in writing within 30 days from the day when the buyer finds out about the defect.
5. The seller is not in delay with the defect rectification if without any unnecessary delays after the defect has been claimed the seller starts to perform activities aimed at the defect rectification, continues this activities duly and **latest within 4 weeks after the defect is claimed** the defect will be rectified or the subject matter of purchase will be replaced with a defect free product.

VII. INTERESTS ON OVERDUE PAYMENTS AND CONTRACTUAL PENALTIES

1. The party which is in delay with payment of its debt can be asked by the other party, if it fulfils duly its contractual and statutory obligations, to pay an interest on overdue payment, unless

the party which is overdue is not responsible for the delay. The parties agree **an interest on overdue payment** at the amount of **0.025 % of the due amount per day**.

2. The buyer will charge a **contractual penalty** at the amount of **CZK 2.800 per day** in the following cases:
 - a) Delay of the seller with handover of the subject matter of purchase.
 - b) Delay with rectification of a defect which the subject matter of purchase has at the moment of its handover.
 - c) Delay with rectification of a defect under guarantee.
3. A separate invoice will be issued for the contractual penalty with the due date of 30 days. The day of taxable supplies is considered to be the day on which the invoice is issued.
4. The parties agree that the obligation to pay a contractual penalty does not affect the right for damage compensation at the amount at which it exceeds the contractual penalty. If a contractual penalty is decreased by the court, the right for damage compensation remains the amount at which the damage exceeds the amount determined by the court as adequate and without any other limitations.

VIII. CONTRACT TERMINATION

1. The contract can be terminated by a written agreement.
2. The buyer can withdraw from the contract if it is breached grossly by the seller. A gross breach of the contract is also considered the following:
 - a) Delay of the seller with handover of the subject matter of purchase by more than 30 days.
 - b) Commencement of bankruptcy proceedings in which the seller is in the position of the debtor.
 - c) If it is found out that the bid of the seller connected with the public contract included incorrect information.
3. The seller can withdraw from the contract if it is breached grossly by the buyer. A gross breach of the contract is also considered the following:
 - a) Commencement of bankruptcy proceedings in which the buyer is in the position of the debtor.
 - b) Delay of the buyer with payment of an invoice by more than 30 days.
4. Withdrawal must be made in writing and it is effective on the day when it is delivered to the other party.
5. Withdrawal from the contract does not result in cessation of the mutual sanction liability of the parties.

IX. RESPONSIBLE PERSONS OF THE PARTIES

1. The representative of the buyer is Ing. Karel Klem, Ph.D., klem.k@czechglobe.cz. This representative of the buyer can act in any way on behalf of the seller in connection with this contract but it cannot change or terminate this contract.
2. The representative of the seller is Jean-Michel DUCLAVE. This representative of the seller can act in any way on behalf of the seller in connection with this contract but it cannot change or terminate this contract.

X. JOINT PROVISIONS

1. The ownership right to the subject matter of purchase is transferred at the moment when the subject matter of purchase is handed over to the buyer.
2. Without consent from the other party granted in writing, none of the parties can transfer a receivable, a debt arising from this contract or this contract itself to a third party.
3. Each of the parties takes over the risk of change of circumstances pursuant to section 1765 of Civil Code concerning its debts arising on the basis of this contract.
4. No rights and obligations of the parties can be inferred from the practice established between the parties or customs observed in general or in the field concerning the subject matter of this contract.
5. If any of the provisions of this contract shows to be imaginary (petty), the impact of this defect on the other provisions of the contract will be assessed similarly pursuant to section 576 of Civil Code.
6. The parties exclude application of the following provisions of Civil Code to this contract: section 557 (contra proferentem rule).
7. The seller is aware of the fact that it is a person obliged to cooperate during performance of tax inspection. The seller has to oblige all its subcontractors for cooperation during performance of tax inspection.
8. The parties agree that the court competent for hearing and deciding of any possible disputes arising between the buyer and the seller pursuant to this contract or in connection with it is a general court of the buyer.

XI. FINAL PROVISIONS

1. This contract is governed by international collision clauses.
2. This contract does not depend on another contract. No other contract depends on this contract.
3. This contract contains full agreement concerning the subject matter of contract and all the particulars the parties were supposed to and wanted to settle in the contract and which are considered for the binding character of this contract. No statement of the parties made during negotiations concerning this contract or after this contract is concluded may be interpreted in contradiction with the explicit provisions of this contract and it does not establish a liability of any of the parties.
4. This contract can only be changed in writing in the form of numbered supplements to this contract. The parties can contest invalidity of the contract or its supplement anytime due to failure to observe its form, even if fulfilment has already been commenced.
5. This contract is prepared in two counterparts and each party shall obtain one of them.
6. The contracting parties acknowledge that for its effectiveness this contract requires the publication in the registry of contracts pursuant to the Act no. 340/2015 Coll., and they agree with this publication. The Buyer secures sending of the contract to the registry of contracts immediately after the contract is signed by both contracting parties. The Buyer undertakes to inform the other party about the registration by sending a copy of the confirmation of the publication from the administrator of the registry of the contracts to the other party without undue delay after the Buyer himself receives this confirmation.
7. An integral part of this agreement is:
 - a) Attach No. 1: Technical parameters of the subject matter of purchase

Grenade sur l'Adour on this day

Jean-Michel DUCLAVE
Manager
SARL FREMA



Brno on this day 26.11.2018

prof. RNDr. Ing. Michal V. Marek, DrSc., dr. h. c.
Director
Global Change Research Institute CAS



Attach No. 1: Technical parameters of the subject matter of purchase

Manufacturer: FREMA

Type: AIGLON 4

General description of the subject matter of purchase

The subject matter of purchase is 1 pc of high clearance sensor carrier with clearance higher than 1.6 m and adjustable track distance (between tyre centres) at least from 1.6 to 2.3 m. The carrier have to be equipped with hydrostatic transmission and water cooled engine with power higher than 45 kW. The carrier have to be equipped with extra passenger seat for sensor operator, electric start/stop switch, parallelogram front hydraulic lifting allowing to keep sensors in stable horizontal position, hydraulic oil cooling, safety frame with top roof, electrical control of functions. Carrier have to be equipped with lights and markings which comply with safety standards, additional 4 working lights and 1 flashing light.

The seller will comply with the following technical parameters:

1. Minimum range of track distance (between centres of tyres): 1600 - 2300 mm
2. Minimum clearance of carrier higher than 1600 mm
3. Minimum power of engine higher than 45 kW
4. Maximum width of tyres less than 240 mm
5. Minimum diameter of tyres higher than 700 mm
6. Maximum gross weight less than 3300 kg
7. Maximum height less than 3500 mm
8. Maximum length less than 5000 mm
9. Maximum speed higher than 20 km/h
10. Part of supply must be also independent electric current generator fixed on frame in the back of carrier with maximum power supply higher than 3.2 kW
11. Part of the supply must be also GNSS + RTK receiver with rugged tablet:
 - a) GNSS + RTK receiver with dual frequency (L1, L2), minimum number of channels 200, Bluetooth and USB connectivity with operation system, sampling rate min 1 Hz.
 - b) Rugged tablet with installed operation system, USB connectivity, IP65 or higher protection, and screen diagonal 7'' and higher, dual SIM GSM module, tablet holder