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Jan Hanus

CzechGlobe

Centrum výzkumu globální změny AV ČR, v. v. i.

MINISTERSTVO ŠKOLSTVÍ, MLÁDEŽE A TĚLOVÝCHOVY

EVROPSKÁ UNIE
EVROPSKÝ FOND PRO REGIONÁLNÍ ROZVOJ
INVESTICE DO VAŠÍ BUDOUCNOSTI

2007–13
OP Výzkum a vývoj pro inovace

PURCHASE CONTRACT

AIRBORNE COMPONENTS

SELLER

Name	**Gomolzig Flugzeug- und Maschinenbau GmbH**
Registered office	Eisenwerkstr. 9 in 58332 Schwelm, Germany
Comp. ID No (IČO)	341 570 605 30 Tax ID No (DIČ) DE121011763
Registered at	Amtsgericht court in Hagen section B record HRB6407
Represented by	Hans-Peter Gomolzig, Achim Kocks

AND

BUYER

Name	**Global Change Research Centre AS CR, v. v. i.**
Registered office	Bělidla 986/4a, Brno, post code 603 00
Comp. ID No (IČO)	67179843 Tax ID No (DIČ) CZ67179843
Registered at	Register of public research institutinos
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 submit to the Buyer any documents relating to the matter and to carry out certification of the installation, including strength tests of the sensors according to regulation FAR23.561 and all the components necessary for their installation.
3. Financing of this contract is governed by the rules valid for the particular source of financing: Operational Programme Research and Development for Innovation, Priority Axis 1 – European Centres of Excellence. All the rules of the programme are published at the address http://www.msmt.cz/strukturalni-fondy/op-vavpi. The seller declares that it has read the rules of the operational programme in the necessary extent.

II. SUBJECT MATTER OF PURCHASE

1. The subject matter of purchase is production of components necessary for installation of sensors and certification of installation of sensors in the aircraft Cessna 208B Grand Caravan registration mark OK-CZG S/N 208B2435 with modification performed in accordance with STC (supplemental type certificate) EASA.A.S.03334.

2. The Seller undertakes to perform these tasks:

   a) Production and certification (Processing, e.g. in the form of a Minor change of the STC EASA.A.S.03334) of the adapter plate for installation of a Gyro Stabilization Mount GSM 3000. The Gyro Stabilization Mount GSM 3000 is already owned by the Buyer and it was delivered by ITRES Research Limited company.

   b) Development and production of an adapter plate and mounting adapter for installation of a sensor TASI600 together with an airborne laser scanner above the camera hole. The Buyer will specify the scanner type until 30th July 2014. The sensor TASI600 will be supplied to the Buyer by ITRES Research Limited company.

   c) Certification (Processing, e.g. in the form of a Minor change STC EASA.A.S.03334) of the joint installation of the sensors CASI1500 and SASI600 on the Gyro Stabilization Mount GSM3000. The sensors CASI1500 and SASI600 will be delivered to the Buyer by ITRES Research Limited company.

   d) Certification (Processing, e.g. in the form of a Minor change of the STC EASA.A.S.03334) of the joint installation of the sensors TASI600 and a laser scanner.

   e) Production and certification of a computer rack for 5 pieces of 19" computers with a height of 50".

   f) Certification (Processing, e.g. in the form of a Minor change of the STC EASA.A.S.03334) for installation of the sensor HyPlant.

   g) Certification (Processing, e.g. in the form of a Minor change of the STC EASA.A.S.03334) for a separate installation of the sensor CASI1500 on the Gyro Stabilization Mount GSM3000 for mounting adapter delivered to the Buyer by ITRES Research Limited company.

3. The subject matter of purchase will be handed over in accordance with the following documents:

   a) Technical standards relating to the materials and activities performed on the basis of this contract
   b) This contract
   c) Written instructions from the buyer

4. 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) Certificates and declarations of compliance of the materials and products used.
   b) Detailed instructions or operator's manuals for using of the subject matter of purchase.
   c) Approved supplement of POH (Pilot's Operating Handbook)
   d) Detailed instruction manuals, handbooks or supplements to the current maintenance manual for maintenance of the subject matter of purchase.
   e) Certificate of approval of a Minor change of the STC or a Supplemental type certificate (STC)

The documents will be prepared in Czech or English language.

II. HANDOVER OF SUBJECT MATTER OF PURCHASE

1. The subject matter of purchase will respect the deadlines of delivery specified in article IV par. 1.
2. The individual components will be delivered independently or joined into bigger groups within 1 to 2 months from signature of the contract or within 2 months after the scanner type is notified according to the specification. All the fulfilment will be delivered latest **until 20th August 2014, and the buyer is not interested in a later deadline of fulfilment.**
3. Earlier fulfilment is possible.
4. The subject matter of purchase will be delivered to the address of the Buyer: Bělidla 986/4a, Brno, post code 603 00.
5. If the seller needs some cooperation from the buyer's side, it'll be provide it on the Brno airport – Tuřany, Czech Republic.
6. 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
7. The seller undertakes to hand the subject matter of purchase over unused and without any legal or material defects.
8. 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.
9. 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.
10. Fulfilment cannot be refused, not even in case when the conditions specified in section 1912 (1) of Civil Code are fulfilled (mutual fulfilment).

III. PURCHASE PRICE

1. The purchase price for fulfilment according to this contract was agreed:

Item	Number	Deadline	Price per piece	Total price
a) Production and certification (Processing, e.g. of a Minor change STC EASA.A.S.03334) adapter plate for installation of a Gyro Stabilization Mount GSM 3000. Gyro Stabilization Mount GSM 3000 is already owned by the Buyer and it was delivered by ITRES Research Limited company.	1 piece	Within 1 month from the contract signature	EUR 7800,-	EUR 7800,-

b) Development and production of an adapter plate and mounting adapter for installation of a sensor TASI600 together with an airborne laser scanner above one camera hole. The Buyer will specify the scanner type until 30th July 2014. The sensor TASI600 will be supplied to the Buyer by ITRES Research Limited company.	1 piece	Within 2 months from the date when the Buyer notifies the scanner type to the Seller	EUR 7300,-	EUR 7300,-
c) (Processing, e.g. of a Minor change STC EASA.A.S.03334) of the joint installation of sensors CASI1500 and SASI600 on the Gyro Stabilization Mount GSM3000. The sensors CASI1500 and SASI600 will be supplied to the Buyer by ITRES Research Limited company.	1 piece	Within 2 months from the date when the Buyer supplies drawings of the joint holder (adapter) of sensors to the Seller	EUR 6450,-	EUR 6450,-
d) (Processing, e.g. of a Minor change STC EASA.A.S.03334) of joint installation of sensors TASI600 and a laser scanner.	1 piece	Within 2 months from the date when the Buyer notifies the scanner type to the Seller	EUR 6450,-	EUR 6450,-
e) Production and certification of a computer rack for 5 pieces of 19" computers with a height of 50".	1 piece	Within 1,5 months from the contract signature	EUR 18680,-	EUR 18680,-
f) Certification (Processing, e.g. of a Minor change STC EASA.A.S.03334) for installation of the sensor HyPlant.	1 piece	Within 1 month from the contract signature	EUR 6050,-	EUR 6050,-
g) Certification (Processing, e.g. of a Minor change STC EASA.A.S.03334) for a separate installation of the sensor CASI1500 on the Gyro Stabilization Mount GSM3000 for mounting adapter delivered to the Buyer by ITRES Research Limited company.	1 piece	Within 1 month from the contract signature	EUR 6450,-	EUR 6450,-
Total price excl. VAT				**EUR 59180,-**

2. The price is agreed on the basis of unit prices as a sum of the evaluated items.
3. 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.
4. VAT at the statutory amount will be added to the price excluding VAT.

IV. PAYMENT TERMS

1. The price of delivery of the subject matter of purchase will be paid on the basis of six invoices gradually, always within the due date after the individual item has been delivered, unless specified otherwise by the buyer. An annex of the invoice will be a copy of a certificate proving the takeover of the subject matter of purchase.
2. All the invoices will have the particulars of a tax document and will contain the name and registration number of the project in the form: CZ.1.05/1.1.00/02.0073, CzechGlobe – Centre for the Study of Global Climate Change Impacts.
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.

V. 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 20 working days after the defect is claimed** the defect will be rectified or the subject matter of purchase will be replaced with a defect free product.

VI. 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 **EUR 120 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 will be considered to be the day on which the invoice is issued.
4. The parties agree that the obligation to pay the contractual penalty does not exclude the right for damage compensation in the amount in which it exceeds the contractual penalty. If the contractual penalty is decreased by the court, the right for damage compensation in the amount in which the damage exceeds the amount determined by the court as adequate is maintained, without any further limitations.

VII. 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.

VIII. RESPONSIBLE PERSONS OF THE PARTIES

1. Representative of the buyer is Ing. Jan Hanuš, hanus.j@czechglobe.cz, +420 511 192 244 and Karel Holouš, holous.k@czechglobe.cz, +420 511 192 324. These representatives can act on behalf of the buyer anytime in connection with this contract but they cannot amend or terminate this contract.
2. The representative of the seller is Achim Kocks, Achim.kocks@gomolzig.de, +49-2336-490334 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.

IX. 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.

X. FINAL PROVISIONS

1. This contract is governed by Czech law, with the exception of collision clauses. All the negotiations connected with it are in Czech language.
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. An integral part of this contract is:
   a) Annex No. 1: Drawings of the individual sensors
7. This contract comes into force at the moment when signed by the last party.

Schwelm, on this day 02.06.2014

Achim Kocks
CEO
Gomolzig Flugzeug- und Maschinenbau GmbH

Brno, on this day 9. 6. 2014

prof. RNDr. Ing. Michal V. Marek DrSc., dr. h. c.
Director
Global Change Research Centre AS CR, v. v. i.

Centrum výzkumu globální změny AV ČR, v. v. i. CzechGlobe V BRNĚ