**CONTRACT OF PURCHASE**

concluded pursuant to Article 2079 et seq. Act No. 89/2012, Coll., Civil Code, as amended

**I.  
Contracting Parties**

**UNICOM servis, spol. s r.o.**

Based in: U Elektrárny 4019/4a, 695 01 Hodonín  
Company ID: 18825290  
Tax ID: CZ18825290  
Registered in the Commercial  
Register maintained by: the Regional Court in Brno, file number C 1365  
Represented by: Libor Grmolec, CEO

(hereinafter referred to as the Buyer)

and

*(to be completed by participant)***Seller: …………………………………..**  
Based in: **…………………………………..**  
Registered in the Commercial   
Register maintained by: **…………………………………..**  
Company ID: **…………………………………..**  
Tax ID: **…………………………………..**  
Bank details: **…………………………………..**  
Account No.: **…………………………………..**  
Represented by: **…………………………………..**  
Person authorized to act   
in technical matters: **…………………………………..**

(hereinafter referred to as the Seller)

**II.  
Subject and scope of the Contract**

1. The Seller undertakes to deliver to the Buyer the goods specified in this Contract and to enable the Buyer to acquire title to it and the Buyer undertakes to pay the amount agreed in this Contract for the delivery of the Goods.
2. Goods within the meaning of this Contract are understood to be

**Forklift**

1. The detailed specification of the Goods is set out in the attachment to this Contract.
2. The delivery also includes the transport of the machine and installers to the place of delivery, montage, ensuring the full functionality and commissioning of the machine, making adjustments and training the operator in Czech or English language at the place of delivery.
3. All technical documentation and manuals for all equipment must be delivered in Czech or English language.

**III.  
Price and conditions for changing the agreed price**

1. Price for delivery of goods within the scope of Article II. of this Contract is determined by agreement of the Contracting Parties based on the price offer of the Seller, processed according to the specification specified in the appendix to this Contract and in total:

*(The Price will be added by the Seller in accordance with the wording of his offer)*

**Price without VAT ……………………………  
VAT rate ……………………………  
VAT ……………………………  
Price including VAT ……………………………**

This price is the most acceptable.

1. This Price is a fixed price for the proposed period of performance of this Contract.
2. The Price includes inflationary price increases over the proposed implementation period.
3. The Price includes all the costs of the Seller that are necessary for the delivery of the Goods, including all delivery costs in kind (e.g. shipping, montage and installation costs). The delivery includes the transport of goods to the place of delivery.
4. The Price referred to in Paragraph 1 of this Article may only be exceeded when the VAT rate is lawfully adjusted from the effective date of such legislation, but not more than the amount corresponding to the VAT increase.

**IV.  
Payment Terms**

1. The Buyer will provide the Seller a deposit.
2. The Price of the Goods will be paid to the Seller by the Buyer in individual parts, namely:
3. 30 % of the Purchase Price of the Goods will be paid upon delivery of a written instruction to commence performance (order)
4. 70 % of the Purchase Price of the Goods will be paid no later than thirty days from the delivery of the Goods and putting into service of the machine
5. The Price of the goods will be paid by the Buyer on the basis of a tax document – invoice (hereinafter referred to as the invoice) in accordance with Paragraph 2 of this Article of the Contract.
6. If there is no agreement between the two parties to approve the quantity of goods delivered, the Seller is entitled to invoice only those for which there is no conflict. If the Seller’s invoice also contains goods that have not been approved by the Buyer, the Buyer is entitled to pay only the part of the invoice with which it agreed. For the remainder of the invoice, the Seller is not able to impose any property sanctions or default interest arising from the Buyer’s cash debt. Section 2093 of the Civil Code does not apply.
7. The Buyer is entitled to take over the goods in protocol, which show minor defects or unfinished work during its installation. If the Buyer takes over the goods in which defects or backlogs occur, he is entitled to apply reasonable retention, up to a maximum of 10 % (ten percent) of the total price. The retention will not be reimbursed until the last defect or backlog has been removed.
8. The Buyer is obliged to pay the Seller's invoice within 14 days from the day following the day of delivery of the invoice.
9. Retention, if it would be applied, will be paid by the Buyer to the Seller on the basis of a tax document issued by the Seller, stating that it is a Final Invoice.
10. The Buyer is not in default if he / she pays the invoice within 30 days from the day following the date of receipt of the invoice, but after the date stated on the invoice as due date.
11. The Seller's invoices must have all the elements of a tax document within the meaning of Act No. 235/2004 Coll., On Value Added Tax. In particular, it must contain

* the identification of the accounting document and its serial number
* identification data of the Buyer including Tax ID
* identification data of the Seller including Tax ID
* description of the content of the accounting document
* date of issuance
* date of maturity
* the date of the chargeable event
* total price excluding tax
* tax rate
* total tax amount rounded by applicable regulations
* total price including tax
* signature of the responsible Seller
* Attachment - List of delivered goods and performed works valued according to the agreed method
* transfer Protocol
  + designation of the project: name: Introduction of new a product at UNICOM servis, spol. s r.o., registration number: CZ.01.1.02/0.0/0.0/21\_373/0027187

1. The Buyer’s pecuniary obligation (debt) is deemed to be fulfilled on the day the amount due is credited to the Seller’s account indicated on the relevant invoice.

**V.  
Time and place of performance**

1. The Seller is obliged to deliver the goods including ensuring full functionality, commissioning and training of the operator at the place of delivery of the goods no later than 10 months after conclusion of the contract.
2. The place of delivery of the goods is the Buyer’s premises at: **U Elektrárny 4019/4a, 695 01 Hodonín.**
3. The Parties agree to provide proper co-operation in the Contract. The Seller is not in delay with the fulfillment of the obligation during the period of the Buyer's delay in providing the agreed cooperation. If there is no other agreement between the parties, the delivery term shall be extended by a period equal to the Buyer's delay in fulfilling its cooperation.
4. Seller’s delay in delivery of goods longer than 10 days is considered as a material breach of the contract, but only if the Seller’s default was not due to reasons on the part of the Buyer.

**VI.  
Contractual penalties**

1. If the Seller is in delay with the delivery date of the goods pursuant to Article V. paragraph 1 hereof, the Seller is obliged to pay the Buyer a contractual penalty in amount of 0.2 % of the price of the goods without VAT for each day of delay. The specified penalty does not affect the amount of any damages.
2. The Seller’s delay against the Deadline for the handover and acceptance of the goods longer than ten days shall be considered a material breach of the Contract.
3. If the Buyer is in delay with the payment of the invoice against the agreed date, he is obliged to pay the Seller interest on late payment of 0.1% of the outstanding amount for each day of delay.
4. The sanction (contractual penalty, default interrest) shall be charged by the entitled party to the party in written form. The bill must specify the provision of the Contract that justifies the sanction and the method of calculating the total amount of the penalty.
5. The party which is obliged to pay billed charges no later than fourteen days from the date of receipt of the relevant bill.

**VII.  
Delivery and collection of goods**

1. The place of delivery and collection of the goods is the place of the Buyer’s premises.
2. The Buyer will make a record of the course of the delivery and collection procedure. The required content for the record is:

* Seller and Buyer identification
* a description of the goods which are the subject of the delivery and collection
* the term from which the warranty period begins to run
* a statement by the Buyer whether or not he accepts the goods

1. If the goods which are the subject of delivery and collection has the defect or unfinished work the record has to include also:

* inventory of detected defects and unfinished work
* agreement on the manner and deadlines for their removal, or other means of settlement
* an agreement to make the goods or parts thereof available to the Seller for the purpose of removing defects or unfinished work

1. If there is no agreement between the two parties on the date of removal of defects and unfinished work, then the defects and unfinished work must be removed within 30 days from the date of delivery and collection of the goods.
2. The Seller is obliged to remove defects or unfinished work within the stipulated time limit even if in his opinion he is not responsible for the defects. The costs of removal in these disputed cases are borne by the Seller until the court decision.

**VIII.  
Warranty**

1. The Seller is responsible for defects that the goods have at the time of delivery and is responsible for defects found during the warranty period.
2. The Seller is not liable for defects of the goods caused by the Buyer, third party or force majeure.
3. The quality guarantee of the goods is agreed for 12 months for all delivered goods.
4. The warranty period does not run for the period during which the Buyer could not use the goods for defects of goods for which the Seller is responsible.
5. If the claim of the goods has been settled by the replacement of the goods or part of the goods for the new within the warranty period, the warranty period for the goods or part of the goods will start again from the date of settlement of the claim.
6. The Buyer is obliged to file a complaint in written form with the Seller without undue delay after the Seller's discovery. The notification (complaint) will be sent to the address of the Seller, at the same time as the e-mail address specified in paragraph 5 of Article IX. of the Contract, and in the event of an accident preventing proper use, will attempt to contact the contact person on the telephone number provided in the Paragraph 9 of this Article of the Contract. In the claim, the defects must be described or stated how they manifest themselves. Furthermore, in the complaint, the buyer shall specify how he / she request to remedy the situation. Buyer is entitled to request:
7. a removal of defects by delivery of substitute performance (for defects in materials, fixtures, etc.),
8. remedying the defect by repair, if the defect is repairable,
9. a reasonable discount on the agreed price
10. The Buyer’s right under the warranty expires if the Buyer fails to notify the defects of the goods
11. without undue delay after discovering them
12. without undue delay after having determined them with professional care during the inspection at the time of the receipt and receipt of the goods
13. without undue delay after having been detected at a later stage, at the latest, by the end of the warranty period
14. Complaints may be filed no later than on the last day of the warranty period, while a claim sent by the Buyer on the last day of the warranty period shall be deemed to be timely applied.
15. The Seller is obliged to notify the Buyer in written form within 30 days after receiving the claim whether or not it accepts the claim. Failure to do so shall be deemed to be acknowledged by the Buyer. However, it must always take over the removal of defects in accordance with Article IX. of this Contract.
16. If, in disputable cases, the Buyer claims to be unjustified, i.e. the defect claimed by the Buyer is not caused by the Seller’s fault and the warranty period does not apply to the Buyer, etc., the Buyer is obliged to pay to the Seller any costs incurred by the Seller in remedying the defect.
17. The Buyer is obliged to allow the Seller’s employees access to the premises necessary for the removal of the defect. If he fails to do so, the Seller is not in delay with the date of entry for removal of the defect or with the deadline for removal of the defect.
18. The Buyer shall draw up a protocol of the removal of the claimed defect, confirming the removal of the defect or stating the reasons for which it refuses to take over the repair.

**IX.  
Providing service**

1. The Seller is obliged to provide free warranty service for all delivered goods under the conditions set forth in this Article of this Contract and the terms and conditions agreed between the Seller and the Buyer.
2. The Seller is obliged to provide service for all the subject of performance according to the Specification of the Subject of Performance, by providing the Buyer within 48 hours of reporting the defect (malfunction) to the Buyer on the working days the manner and expected time of defect (malfunction) removal that the removal of the defect (malfunction) itself must be initiated by the Seller within two weeks of its notification at the latest. The Service and repairs must preferably be performed by the Seller at the place of performance in accordance with the Article V. paragraph 2 of this Contract.
3. The notification of the defect is considered to be a telephone notification and subsequently a written (electronic via e-mail) notification of the defect to the Seller. At the same time, this declaration means the claim in accordance with the Article VIII. of this Contract. In the defect notification, the Buyer shall provide a description of the defect or information on how the defect manifests itself.
4. The commencement of the repair is considered to be the real commencement of the real start of work on the reported defect.
5. Seller’s Contact Person for service and repair:

Name and Surname: ………………………………

Telephone: ………………………………

E-mail: ………………………………

1. If the Seller fails to remove the claimed defect within the period specified in Article IX. paragraph 2 hereof, the Buyer shall be entitled to entrust the removal of the defect to another professional legal entity or physical entity. The Seller shall pay the Buyer all such costs incurred within 30 days of receipt of the bill. In the event that the Seller commenced the relevant work to remove the defect within the period specified in paragraph 2 of this Article of this Contract, but did not do so within the required time, the Buyer shall be entitled to have the said work performed by a third party. The Seller is also obliged to pay the related costs to the Buyer within 10 days of receiving a written call for payment and an invoice. The same applies to default interest.
2. The Seller is obliged to provide the Buyer with post-warranty service for all the subject of performance according to the Specification of the Subject of Performance, including the availability of spare parts, based on a written order of the Buyer, according to the conditions specified in paragraph 2. - 5. Art. IX. of this Contract and the terms between the Seller and the Buyer further agreed for at least 5 years after the expiry of the warranty period.

**X.****Ownership of goods and risk of damage of goods**

1. The Seller is the owner of the goods until full payment.
2. The Seller bears the risk of damage to the goods from the beginning, until the goods are properly handed over and received between the Seller and the Buyer.

**XI.  
Force majuere**

1. Force majuere shall mean circumstances affecting goods for the supply of goods which are not dependent on the parties and which the parties may not influence. These include for example war, mobilization, rebellion, natural disasters, etc.
2. If the delivery of goods under agreed conditions becomes impossible as a result of force majeure, the party wishing to appeal for force majeure shall request the other party to modify the contract in relation to the object, price and time of performance. If no agreement is reached, the party who has reasonably appealed to the Force Majeure has the right to withdraw from the Contract. In this case, the effective date of withdrawal is the date of delivery of the notification.

**XII.**

**Withdrawal from the Contract**

1. Should any of the parties incur facts preventing proper performance of this contract, it shall immediately notify the other party without undue delay and initiate the negotiations of the representatives authorized to describe the contract.
2. If either party wishes to withdraw from the contract on the basis of a contract agreement, it shall notify the other party of its withdrawal in written form, stating the date on which it withdraws from the contract. In addition, the withdrawal must state the reason for which the party withdraws from the contract and the exact citation of the point of the contract which entitles it to such a step. Without these terms is the withdrawal void.
3. If one of the parties disagrees with the reason for the withdrawal of the other party or denies its existence, it shall notify it in written form no later than ten days after receipt of the notice of withdrawal. Failure to do so shall be deemed to be in agreement with the reason for the withdrawal.
4. Withdrawal from the Contract occurs on the day following the day on which the written notice of withdrawal was delivered to the other party, unless the other party disputes the reason for withdrawal within the specified time limit. Otherwise, the effective date of withdrawal is the date agreed by the parties or the date of the decision of the competent authority.

**XIII.**

**Final Arrangements**

1. This Contract may only be amended or canceled by a written, mutually confirmed, contractual agreement, expressly referred to as the Addendum to the Contract or the Agreement. Other entries, protocols, etc., are not considered as changes to the Contract.
2. The validity of amendments to this Contract is subject to agreement on the entire contents.
3. Should any of the Parties incur facts preventing the proper performance of this Contract, it shall immediately notify the other Party without undue delay and initiate negotiations of the representatives authorized to sign the Contract.
4. The parties undertake that they express in written form to the drafts of amendments – contract amendments within 15 days of receipt of the draft of amendment by the other Party.
5. This Contract is drawn up in two counterparts, one of them is retained by the Seller and the other one received to the Buyer.
6. The Seller is obliged to keep all documentation related to the project implementation, including accounting documents, at least until the end of 2028.
7. The Seller is obliged to provide at least until the end of 2028 the required information and documentation related to the implementation of project to employees or proxyholders of the Authorized Bodies and is obliged to create the employees or proxyholders of the Authorized Bodies conditions for the implementation of the inspection related to the project realization and to provide them assistance during the inspection.
8. The Seller is the person obliged to cooperate in the performance of financial control pursuant to Article 2 letter e) of Act No. 320/2011 Coll., on Financial Control in Public Administration, as amended.
9. The Seller declares that he is insured for liability for damage caused to third parties by delivery, installation or montage or testing of the subject of performance caused to other property up to purchase price of the goods.
10. Both parties declare that the entire scope of Contract has been agreed.
11. The parties agreed to resolve all disputes among themselves primarily by conciliation and make all effort to achieve it without unnecessary loss of time. If disputes arise as the interpretation of the Contract or its individual points, the Seller shall submit this dispute to the Buyer. The Buyer must initiate an oral hearing to clarify the dispute and undertake to respond to the Seller within one week.
12. Only persons authorized by the Statutory Bodies are entitled to act and resolve disputes based on a special power of attorney. If the dispute is not resolved in this way, either party is entitled to remit the dispute to court.
13. After reading this Contract, the Contracting Parties declare that they agree with its content, that the Contract was written in a definitive and understandable manner based on true data and their true and free will, not in distress and under unilaterally unfavorable conditions. In proof of it they attach their handwritten signatures.

Attachments and integral parts of the Contract:

Specification of subject of performance:

In ……………… on ………………2022 In Hodonín on ……………… 2022

For the Seller: For the Buyer:

……………………………… ………………………………

**UNICOM servis, spol. s r.o.**

Libor Grmolec, CEO