**PURCHASE CONTRACT**
No. ……………
concluded in accordance with the provisions of Law No. 89/2012 Coll., the Civil Code, as amended.

1. **THE PARTIES**

**Buyer**: OPTOKON, a.s.

registered in the commercial register of the Regional Court in Brno, Section B , Entry 6403

represented by the Chairman of the Board:

Ing. Jiri STEFL

Cervený Kriz 250, 586 01 Jihlava

ID: 13692283 VAT:CZ13692283

Bank: KB Jihlava

Account No. : 19-4646090277/0100

IBAN: CZ39 0100 0000 1946 4609 0277

**Seller**: ……………..

registered in the Commercial Register of the …………………………

represented by …………………………

………………………….

……………………………………….

ID ……………….. , VAT No. ……………….

Bank: ………………………..

Account No.: ……………………….

IBAN : …………………………………………..

**II . SUBJECT OF THE CONTRACT**

1. The Seller agrees to the terms set out below to sell the goods to the buyer, as listed in Annex 1 to the contract (hereinafter referred to as the "goods"). Appendix 1 is an integral part of this contract.
2. The buyer agrees to accept the goods and pay the seller the agreed amount in the manner and under the conditions specified in this contract.

**III. PERFORMANCE TERM**

1. The date of delivery of the goods is by ………………….

**IV. LOCATION AND METHOD OF DELIVERY**

1. The goods will be delivered to the buyer or its representative at the headquarters of the buyer in accordance with paragraph. I. of the contract. The transfer shall be signed by the authorized personnel of both parties.

2. When the delivery and receipt of the goods will be confirmed for each device the seller will issue the warranty and the operating instructions .

**V. PRICE AND PAYMENT**

1. The total agreed price for the goods without VAT is ……………………………….

 (in words : …………………………………….. )

1. The down payment on goods is ………………….. (hereinafter referred to as “down payment”). The seller is entitled to invoice the down payment on goods……………….. before the goods are handed over. The listed price will be charged with VAT in accordance with applicable laws. The invoice must contain all the essentials of a tax document under the relevant statutory provisions and shall be accompanied by a copy of the record of the handover of the goods signed by the authorized representative of the buyer. The invoice shall be payable 14 days from the date of delivery to the buyer.
2. The seller is entitled to invoice the remaining part of the purchase price after the goods have been taken over by the buyer. The listed price will be charged with VAT in accordance with applicable laws. The invoice must contain all the essentials of a tax document under the relevant statutory provisions and shall be accompanied by a copy of the record of the handover of the goods signed by the authorized representative of the buyer. The invoice shall be payable 14 days from the date of delivery to the buyer.

**VI. WARRANTY**

1. The warranty period for goods supplied under this contract is 36 months from the date of receipt according to paragraph.IV. a ) contracts . The seller will issue the warranty for the period free of defects for the operation of the purchased goods pursuant to Art. II . The cost of transportation to the headquarters of the seller to repair and return or other related costs ( e.g. . Assembly, disassembly, customs fees, etc . ) are to be paid by the seller .
2. This warranty does not cover failures caused by improper operation or maintenance, failure to comply with the engine operating conditions other than normal operation and disturbances caused by force majeure.
3. The seller declares that delivery is free of defects and without legal rights of third parties.

**VII. OTHER PROVISIONS**

1. Transition ownership: The Buyer will acquire ownership rights until full payment of the purchase price § 2132-2134 Law no. 89/2012 Coll . The Civil Code

2. The risk of damage to the goods passes to the buyer upon receipt of the goods from the seller.

3. If the contract does not expressly state otherwise, the relevant provisions of Law No. 89/2012 Coll , The Civil Code will apply.

4. This purchase agreement may only be modified by mutually confirmed written amendments.

5. The purchase agreement is executed in two copies; one for each party.

6. This agreement shall become effective upon signature by the authorized representatives of both parties.

7. The seller undertakes to cooperate with conducting financial controls in accordance with §2 e) of Act No. 320/2001 Coll. on Financial Control, as amended.

In ......................... In ..................................

…………………………………………. .............................................................

Buyer – stamp, signature Seller –stamp, signature