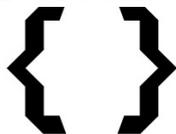


ENG Annex No. 01

Item	Minimal required specifications	Number of pcs	Manufacturer and type	Specification of the offered Item
Digital Jacquard loom	<ul style="list-style-type: none"> • independent control over min. 2,500 threads • maximum fabric width at least 90 cm • maximum density - at least 70 threads per cm • compatible with SW EAT DesignScope Victor • maximum size of the digital jacquard loom: height max. 180 cm, width max. 180 cm, depth max. 180 cm • The delivery will include spare blades for the weft cutter • The delivery will include the transport of the loom and its accessories to the agreed destination • Weaving accessories: weaver, threading hook, automatic warp threader, electric bobbin winder, warp sorter, tools, spools, min. 5 shuttles • The delivery will include the installation of the digital jacquard loom in the place of delivery • The delivery will include training of the operators lasting at least 3 days (3x8 hours) 	1	<p>TC2 loom from Digital Weaving Norway/Tronrud Engineering Moss</p>	<ul style="list-style-type: none"> - Independent control of 2 640 threads - Maximum fabric width 109, 5cm - Maximum density 72 threads per cm - Compatible with EAT Design Scope - Maximum size of Jacquard loom: height 155 cm x width 160 cm x depth 150 cm - The delivery will include 1 spare blade/reed - The delivery will include the transport of the loom and its accessories to agreed destination, DAP - Weaving Accessories: threading hook, automatic warp denter, electric bobbin winder, raddle/warp sorter, spools/pirns, 5 shuttles - The delivery will include installation of the jacquard loom in place of delivery * - The delivery will include training of the operators lasting at least 3 days (3x8 hours)* <p>* Exact dates depending on Covid-19 travel restrictions</p>



Annex No. 2 – Proposal of the Purchase Contract

“Delivery of the digital Jacquard loom for the Faculty of Education”

the Contracting Parties conclude pursuant to § 2079 et seq. of the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter “Civil Code”), this contract for the purpose of the delivery of the loom within the framework of the following project: OP VVV Internationalization of Education at the University of Hradec Králové (UHK) – Infrastructure, Project reg. No. CZ.02.2.67/0.0/0.0/18_057/0013351

1 CONTRACTING PARTIES

University of Hradec Králové, Faculty of Education
with registered office at Rokitanského 62, 500 03 Hradec Králové
ID: 62690094
TAX ID: CZ62690094

Public institution of higher education in accordance with Act No. 111/1998 Coll.,
Non-registered in the Commercial Register

represented by: doc. PhDr. MgA. František Vaníček, Ph.D., Dean of the Faculty of Education

Contact person: Mgr. art. Mária Hromadová, ArtD., email: maria.hromadova@uhk.cz

hereinafter referred to as: **“Buyer”**

and

Supplier: Tronrud Engineering Moss, Dept. Digital Weaving Norway
with registered office: Solgaard Skog 132, 1599 Moss, Norway
represented by: Vibeke Vestby

ID: Sales Manager TC2

TAX ID: 944 420 649

Payer of VAT: NO 944 420 649 MVA

Registered in the Commercial Register: The Bronnoysund Register Center Norway

Bank account: 5183 05 07888

Contact person: Vibeke Vestby

hereinafter referred to as: **“Seller”**

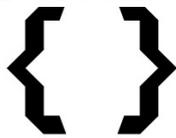
made the following agreement:

2 SUBJECT OF THE CONTRACT

2.1 The Seller is the sole owner of the Goods – the digital Jacquard loom and its accessories - which are specified in Annex No. 1 to the Contract, which is an integral component of this Contract (hereinafter also referred to as “Goods”). The Seller declares that the delivered Goods are new and unused.

2.2 Based on this contract, the Seller sells the Goods specified above to the Buyer’s ownership for the purchase price which resulted from the related small-scale public contract.





- 2.3 The Seller undertakes to transfer to the Buyer the ownership title to the Goods under the conditions specified below, to install the Goods and to provide the Buyer's representative with proper training and instructions; the Buyer undertakes to take the Goods over and to pay the Seller the agreed purchase price for the Goods.

3 PRICE AND PAYMENT TERMS

- 3.1 Under this Contract the Buyer undertakes to pay the Seller for the Goods the total purchase price specified as follows:

Total price in EUR, VAT excluded	€ 59 900
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The budget of the total purchase price is specified in and is a part of Annex No. 1 to the Contract.

The price shall be paid after proper and perfect performance of the terms of the Contract (see 4.2).

- 3.2 The VAT rate and amount will be calculated by the Seller in accordance with the legal regulations of the Czech Republic (Act No. 235/2004 Coll., on the Value Added Tax, as amended, especially its Annexes).
- 3.3 The Buyer shall pay the purchase price to the Seller via bank transfer to the Seller's account specified in Art. 1 of this Contract on the basis of the tax document (invoice) issued by the Seller to the date of taxable supply, which is, according to 4.2 of this Contract, the day on which the Protocol is signed. Each tax document (invoice) is due within 30 days of its delivery to the Buyer. The purchase price will be divided as follows

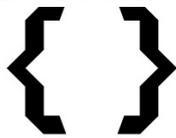
- **the part of the purchase price equal to the amount of 80%, i.e. 47 920,- EUR** VAT excluded will be paid by the Buyer after the physical delivery of the subject of purchase in accordance with paragraph 4.1, letter a) of this Contract and

- **the part of the purchase price equal to the amount of 20%, i.e. 11 980,- EUR** VAT excluded will be paid by the Buyer after the installation of the Goods and after the training of the operating staff at the Buyer's place in accordance with paragraph 4.1, letter b) of this Contract.

Each part of the purchase price will be invoiced separately. The Buyer is not obliged to pay the relevant parts of the purchase price if the proper delivery specified in paragraph 4.1 of this Contract is not performed; and until the relevant conditions are met (the proper delivery is performed), in accordance with paragraph 4.1 of this Contract, the Buyer's payment of the purchase price is not overdue.

- 3.4 The Seller shall issue the tax document (invoice). The tax document shall meet all the requirements imposed on the tax and accounting documents by Act No. 563/1991 Coll., on accounting, as amended, and by Act No. 235/2004 Coll., on





the Value Added Tax, as amended, and the tax document shall also meet the requirements imposed on the business document by § 435 of the Civil Code, as amended. The tax document will also specify the title of the Project from which the purchase is financed. If the tax document does not meet such requirements, it will be returned by the Buyer by the due date of the tax document for corrections without being paid. In such a case, the maturity period starts again from the date of the delivery of the corrected tax document or the delivery of the newly issued tax document.

The invoices shall be sent **in advance in the electronic form** to the Buyer (the contact person respectively) so that all the essentials can be checked.

The invoices in the paper form shall be handed over along with the delivery of the Goods.

- 3.5 If the purchase price is not paid within 60 days from the date of the maturity of the tax document, the Seller has the right to withdraw from this Contract.

4 HANDING OVER OF THE GOODS, OWNERSHIP TRANSITION AND RISK OF DAMAGE

4.1 The Seller shall hand the Goods over to the Buyer in the following way:

- a) **no later than 90 days from the date on which this Contract becomes effective,** the Seller will physically deliver the Goods as specified in Annex No. 1 to this Contract, the delivery shall be to the place of performance,
- b) **no later than 120 days from the date on which this Contract becomes effective,** the Seller will install the Goods at the place of performance (including the relevant software) and will put them into operation, and at the place of performance the seller will also provide training for 2 people - the Buyer's representatives (the training shall be in the total range of 24 hours).

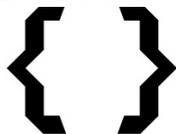
The place of performance is 573/4 Vita Nejedlého street, 500 03 Hradec Králové, "E" building (E 51250 Room).

Based on this Contract, the delivery of performance is deemed to have been fulfilled under the following conditions:

- the Goods including the appropriate documentation have been properly **handed over**;
- the loom has been delivered to the agreed destination, and it has been installed (including the software installation) and put into operation at the agreed destination;
- the operators (2 persons) have been provided with proper training of 24 hours in total;

The Seller assumes the liability for any material damage caused to the Buyer or third parties as a result of the Seller's actions (i.e. for example in case of destruction of or damage to the property, such as entrances, fences, doors, paint, tiles, eclectic installations and data networks). The Seller is obliged to immediately repair the damages, or, if the damage cannot be repaired, to provide financial compensation.





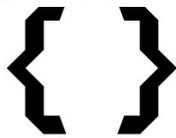
- 4.2 **The protocol** on the hand-over and take-over of the Goods and the related documents pursuant to Art. 4.1 of this Contract **shall be signed** by both the Contracting Parties. At the moment when the protocol on the hand-over and take-over is signed, the subject of delivery is fulfilled. If the hand-overs and take-overs are performed in accordance with Article 4.1 of this Contract in more steps, the hand-over protocol (or the protocol on installation or training) will be drawn up for each part of the delivery separately.

The Buyer acquires the ownership title to the Goods upon their hand-over and take-over. The risk of an accidental deterioration and accidental worsening of the Goods, including the benefits, passes to the Buyer at the moment of the proper hand-over of the Goods. This does not relieve the Seller of liability for damages resulting from defects in delivery.

- 4.3 The costs resulting from the delivery of the Goods, especially from transport, packaging, installation, etc. shall be borne by the Seller.
- 4.4 The Buyer is not obliged to take over a delivery that shows defects and imperfections, although they themselves or in conjunction with others would not prevent the proper use of the delivery. If the Buyer does not use the right not to take over the delivery showing defects and imperfections, then the Buyer and Seller shall list these defects and imperfections in the Hand-over Protocol, including the ways and terms of their removal. If the Protocol does not include any agreement made by the Buyer and Seller concerning the term of the removal, the defects and imperfections shall be removed within the time period of five working days starting from the date of the hand-over and take-over of the delivery.
- 4.5 If the Seller fails to deliver the Goods to the Buyer timely, the Buyer is entitled to charge the Seller with the **contractual penalty** amounting 0.1 % of the purchase price of the undelivered Goods for each (even started) calendar day of delay. This is without prejudice to the right to claim compensation.
- 4.6 **A special case of force majeure:** The Parties declare that they are concluding this Contract and agreeing on the rights and obligations under this Contract in full knowledge and understanding of the contents and impacts of the current measures issued by public authorities in connection with the spread of the health-threatening SARS CoV-2 virus (referred to as "Coronavirus" by the media) and valid and effective on the date of the conclusion of the Contract, including the declaration of a state of emergency for the territory of the Czech Republic pursuant to Articles 5 and 6 of the Constitutional Act No. 110/1998 Coll., On the Security of the Czech Republic, etc. The Contracting Parties further acknowledge that the delivery of the Goods - the subject of the purchase - as well as other obligations of the Seller under this Contract (installation, etc.) may be limited by restricted cross-border transport in this situation.

In view of the fact that at this moment it is not possible to predict the duration of the existing measures and the contents of possible further measures imposed by public authorities in the Czech Republic (or related measures imposed in other states), and it is not possible to predict the extent of the impact of these measures on the fulfilment of the Parties' obligations under the Contract, the Parties undertake to take the following steps if these current measures affect the





possibility of fulfilling the obligations of the Parties under this Contract or if further measures are issued in connection with the above mentioned conditions or if the extent of the existing measures is so enlarged that it results in a substantial change in the ability of either Party to meet the requirements of the Contract (hereinafter referred to as "tightening of the measures"), and the Party concerned expressly declares this to the other Party:

- if the current measures or their tightening result in a complete or partial impossibility of the performance by one of the Parties, the Contracting Parties agree to extend the deadlines for the performance by the Party concerned if the possibility of such a performance is affected by the existing measures or their tightening. The deadline will be extended for the period requested by the Party concerned, but for no more than two weeks from the date of expiry of the relevant measures, unless there is a manifest abuse of that right by the Party concerned. There must be a causal link between the measures and the impossibility of the performance by the Party concerned; in case of doubt, the burden of proof lies with the Party requesting the extension of the deadline for the given obligation.
- for the period of the justified prolongation of the time period allowed for the performance by the affected Party in accordance with the previous indent, this Party is not in arrears under this Contract. The provisions specified in paragraph 3.3 and related provisions of this Contract are not affected by this.

5 DOCUMENTS

5.1 In addition to the Goods, the Seller provides the Buyer with the following documents needed for the use of the Goods; this applies in particular to the following documents:

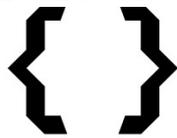
- a list of the devices / equipment included in the delivery,
- the declaration on the conformity of all the devices / equipment with the approved standards,
- protocols on inspections,
- protocols on successful tests of the Goods including protocols demonstrating compliance with all the tender specifications for the required parameters and characteristic features of the delivery,
- operating and maintenance instructions, conditions for maintenance and protection of the device.

5.2 The documentation shall be submitted in Czech, English or, if agreed with the Buyer, in another language. If the Seller does not provide the Buyer with the required documentation, the delivery is not considered as properly finished and as appropriate for being handed over.

6 THE LIABILITY FOR DEFECTIVE GOODS

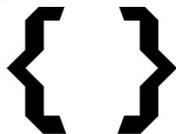
6.1 The Seller provides a guarantee for the quality of the Goods (see Annex No. 1 to the Contract). **The warranty period is at least 24 months** and starts from





- the date on which the delivery was fully accomplished and performed in accordance with paragraph 4.1 of this Contract (i.e. including the installation).
- 6.2 The Seller is responsible for ensuring that for the whole Warranty Period the Goods will have the properties agreed in this Contract, in particular the properties listed in Annex No. 1 to the Contract.
- 6.3 The warranty period starts on the date on which the Protocol on the complete delivery being handed-over to and being taken-over by the Seller is signed. If the hand-over process is performed in separate steps in accordance with paragraph 4.1 of this Contract, the warranty period begins on the date of signing the Protocol on installation and training. If the Buyer accepts the delivery with at least one minor defect or imperfection, the warranty period starts to run on the date on which the latest defect or imperfection is removed.
- 6.4 In case of a conflict between the warranty period specified in this Contract and the warranty period specified in the separate warranty certificates or warranty statements related to the parts of the delivered Goods, the longer warranty period shall always apply.
- 6.5 During the warranty period, the Seller is obliged to carry out free of charge all servicing tasks whose performance makes the warranty valid. During the warranty period, the Seller is at least once a year also obliged, based on the Buyer's written request, to carry out a free service inspection of all the delivered parts of the device. During this inspection, the basic service tasks shall be carried out, especially the adjustment of the device.
- 6.6 During the warranty period, the Seller is obliged to provide free updates of the delivered software, namely immediately at the moment of its release.
- 6.7 The Buyer must claim the defects with the Seller without undue delay after becoming aware of them. The Seller undertakes to remove the claimed defects of the delivery free of charge.
- 6.8 If a defect or defects not brought to the attention of the Buyer by the Seller are subsequently discovered, the Buyer shall have the right to a free repair or replacement of the Goods **within 15 days from the date** of the defect notification, unless agreed otherwise in writing, or the right to a reasonable discount on the agreed price relevant to the nature and extent of the defect. If it is a defect that makes the Goods unusable, the Buyer has also the right to withdraw from this Contract. Then the Seller shall take over the Goods for repair **at the Buyer's contact address** or the Goods shall be sent to the Seller at his / her expense, unless the Parties agree otherwise. The Seller shall not require the original packaging if the Goods are handed over for repair. A Protocol on the removal of the defect in which the defect removal will be confirmed shall be drawn up by both the Contracting Parties. The warranty period is extended by the time period that elapsed between the claim and the removal of the defect.
- 6.9 The Buyer is entitled to make a choice of the most convenient way of removing the defect. If the same defect appears during the warranty period at least three times or if more than five defects appear on the Goods during the warranty period, the Buyer has the right to require the removal of the defect by a delivery





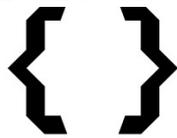
of a new performance or to withdraw from the Contract, even if the most recent defect is removable by a repair.

- 6.10 The Seller further undertakes to send his / her service technician to remove the defect within 6 days of receiving the claim. If the arriving Seller's service technician does not remove the claimed defect, the Seller undertakes to examine the claim, notify the Buyer within 2 working days whether he / she acknowledges the claim, and to agree on the date of the defect removal (the date for the defect removal shall always be agreed in writing). If the Seller fails to do so within this specified period, he / she shall be deemed to accept the claim and remove it within the term specified in paragraph. 6.8 of the Contract.
- 6.11 Furthermore, the provided warranties do not apply to defects caused by improper handling, improper or inappropriate maintenance or failures to comply with the manufacturers' operating and maintenance regulations.
- 6.12 If the Seller does not remove the defect within the agreed time period or – if such a time period was not agreed – within the period specified under paragraph 6.8 of the Contract or if the Seller refuses to remove the defects, the Buyer is entitled to remove the defect on his own costs. The Seller is obliged to pay the Buyer the costs incurred in removing the defect within 30 days from the date when they were claimed in writing from the Seller. In cases when the warranty conditions indicate that warranty repairs may be only performed by an authorised person or when an unauthorised interference is associated with the loss of the warranty rights, the Buyer may only remove the defect by using the services of an authorised person.
- 6.13 The Buyer has the right to withdraw from this Contract also if the Seller assured him that the Goods have certain properties, in particular those specified by the Buyer, or that the Goods have no defects, and this assurance proves false.
- 6.14 The Buyer has the right to be reimbursed the necessary costs incurred in connection with the exercise of rights arising from liability for defects.
- 6.15 The exercise of liability rights for defects is without prejudice to the right to claim compensation.

7 WITHDRAWAL FROM THE CONTRACT

- 7.1 A Contracting Party affected by a breach of the obligation may withdraw from the Contract unilaterally for a substantial breach of this Contract, which applies in particular to the following cases:
- a) the Buyer's side: if the Buyer does not pay the purchase price specified in this Contract within the time period longer than 30 days after the due date of the particular invoice,
 - b) the Seller's side: if the Seller fails to properly and timely deliver the subject of this Contract, in case the Seller did not provide remedies within the additional period of time provided in writing by the Buyer, even though the Seller was notified in writing by the Buyer of the failure to comply with this Contract; if it is obvious from the Seller's behaviour that he / she will not fulfil his / her obligations even within 5 days after the expiry of the additional period of performance, the





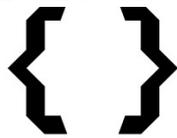
Buyer is entitled to withdraw from the Contract without being obliged to notify the Seller;

- c) the Seller's side: if the device is during the warranty period due to its defect out of order for at least 30 days in the period of six months or is cumulatively out of order for the period of 2 months.
- 7.2 A Contracting Party affected by a breach of the obligation by the other Party is obliged to notify its withdrawal from the Contract in writing to the other Contracting Party to the address indicated in the header of this Contract or to his / her most recently known address.

8 CONCLUDING PROVISIONS

- 8.1 The Seller acknowledges that he / she is a person obliged to cooperate in performing financial control pursuant to § 2 paragraph e) of Act No. 320/2001 Coll., on financial control in administration, as amended. The Seller undertakes to allow all the entities authorised to carry out the inspection of the Project from whose funds the delivery is paid to carry out the inspection of the documents related to the performance of the order for the period specified by the legislation of the Czech Republic for their archiving (Act No. 563/1991 Coll., on accounting, and Act No. 235/2004 Coll., on the Value Added Tax). The Seller undertakes to keep the documents related to the performance of this order at least until 31. 12. 2033.
- 8.2 The Buyer is entitled to withdraw from the Contract or only partially withdraw from the Contract especially in case that the payment by the fund provider (e.g. by the Ministry of Education) is not released to the Buyer.
- 8.3 The Seller confirms that the following persons have not participated in the processing of the offer: an employee of the Contracting Authority or a member of the Contracting Authority's statutory body, the Contracting Authority's statutory body, a member of the Contracting Authority's managing body, a member of the project implementation team or a person who, on the basis of a contractual relationship, participated in the tendering of the contract, respectively a tenderer who is an employee of the Contracting Authority or a member of the project implementation team or a person who, on the basis of a contractual relationship, participated in the tendering of the public contract, or whose sub-supplier is the Contracting Authority's employee, a member of the project implementation team or a person who, on the basis of a contractual relationship, participated in the tendering of the public contract.
- 8.4 Unless this Contract stipulates otherwise, the rights and obligations of the Contracting Parties are governed by the relevant provisions of Act No. 89/2012 Coll., as amended.
- 8.5 If both the Contracting Parties agree, then the Contract is concluded electronically – otherwise the Contract is concluded in writing, and each Party receives 1 part of the Contract.
- 8.6 The contract may be only amended by written amendments signed by both the Contracting Parties and numbered in the ascending order.





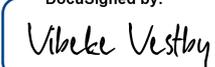
- 8.7 The Contracting Parties declare that this Contract is concluded according to their free, serious, definite, comprehensible and error-free will. The Contracting Parties have read the Contract and agree with its contents, which is confirmed by the Contracting Parties' handwritten signatures.
- 8.8 This Contract becomes effective on the date on which it is signed by the authorised representatives of both the Contracting Parties.
- 8.9 This Contract will be published in the publicly accessible Register of Contracts. The Contract becomes effective on the date of its publication.
- 8.10 The entry in the Register of contracts shall also contain the data pursuant to the Act on the Register of Contracts.
- 8.11 The Buyer secures the publication in the Register of contracts pursuant to the Act on the Register. When the registration is finished, the Buyer provides the Seller with one copy of the Contract.

Annex No. 1 to the Contract: Performance specification

In Hradec Králové on

In Moss on 31.March 2021

.....
doc. PhDr. MgA. František Vaníček, Ph.D.
Dean of the Faculty of Education of UHK

DocuSigned by:

.....45C3677929BD49F.....
Seller
Vibeke Vestby,
Sales Manager TC2

