

PURCHASE CONTRACT No 2121/...../15
(hereinafter referred to as "Contract")

executed in observance of § 2079 and following Act 89/2012 Coll. (the Civil Code)

I.

The Parties

1.1. Buyer: Západočeská univerzita v Plzni

Registered address: Univerzitní 8, 306 14 Plzeň, Czech Republic
Represented by: Ing. Petr Beneš, based on authorization
Bank contact: Komerční banka a.s., Plzeň
Account number: 4811530257/0100
Identification No: 49777513
Tax-payer ident. No: CZ49777513
(hereinafter referred to as "the Buyer")

and

1.2. Seller: EKRA Automatisierungssysteme GmbH

Registered address: Zeppelinstr. 16, 74357 Bonningheim,
Germany
Represented by: Mr. Jakob Szekeresch
Bank contact: Deutsche Bank BIC/SWIFT DEUTDESS630
Account No: IBAN DE63 63 07 0088 0011 1435 00
Identification No: HRB 302385
Tax-payer ident. No: DE814413467
Registration with the Companies Register maintained by the court in
Stuttgart, ID-No. HRB 302385
(hereinafter referred to "the Seller")

(jointly also referred to as "the Parties", or singly as "the Party")

have concluded, based on the results of the tender proceedings concerning a small-scale public procurement entitled "**Semi-automatic screen printing and stencil printing machine**", the following contract:

II.

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Subject of Contract

- 2.1.** The Seller undertake to supply to the Buyer new, fully functional and complete equipment including control software and accessories (instruction manuals, cables, etc.) for selective layer deposition of functional materials using screen printing and stencil printing (hereinafter referred to as "Equipment") and thereto related services under the conditions specified by this contract, and transfer to the Buyer the ownership rights to these Equipment. The detailed technical specification of the Equipment is given in Annex 1 hereto forming inseparable part of the Contract.
- 2.2.** The Seller undertake to deliver Equipment to the Buyers place of performance in accordance with Article III. of this Agreement (including any insurance transport equipment), Equipment installation and its entry into service, as well as the obligation to show the Buyer all the required functions and parameters of the Equipment specified in Appendix no. 1 hereto.
- 2.3.** The Seller shall provide on-site Equipment operation training for the Sponsor's staff (2 to 6 employees) in the form of personal instruction of at least 8 hours. The training programme shall include the Equipment operation instructions, information on the Equipment functions and basic information on the Equipment software.
- 2.4.** The Equipment shall be supplied complete with the associated fully functional software including licence to facilitate the Equipment's full utilisation by Buyer. The hardware and software of the Equipment component parts shall be fully compatible.
- 2.5.** The Buyer undertake to accept the Equipment supplied by the Seller and pay the agreed purchase price in the manner and within the term specified by this Contract.

III.

Equipment delivery term and place

- 3.1.** The Seller undertakes to deliver the subject of this Contract to the Buyer no later than ten (10) weeks counted from the day when the Parties sign the Contract. In case of delay the Seller shall pay to the Buyer a penalty interest of 0.1% of the amount due for each if incomplete day of delay. The total amount of penalty is limited to 5 % of the amount due.
- 3.2.** The acts of Equipment delivery by the Seller and acceptance by the Buyer shall be documented by a take-over certificate signed by the Parties.
- 3.3.** The Equipment shall be delivered to Faculty of Electrical Engineering – RICE, University of West Bohemia in Plzeň, Univerzitní 8, 306 14 Plzeň, Czech Republic.

IV.

Contract price and payment conditions

- 4.1. The price payable for the Equipment specified in this Contract and delivered under conditions specified herein has been determined on agreement by the Parties taking into account the price quoted by the Seller and calculated in their tender for this Contract.
- 4.2. The Buyer undertakes to pay to the Seller for the Equipment specified in clause II above the following agreed purchase price:
- For delivery of Semi-automatic screen printing and stencil printing machine ,
the purchase price of EUR 47.000,- net of VAT.
- 4.3. The purchase price has been mutually agreed to be the maximum price including any and all fees and other costs associated with execution of the subject of the Contract..
- 4.4. The purchase price also includes the costs of software upgrade for bug fixing during the first year after the Equipment delivery.
- 4.5. The purchase price will be paid by the buyer in EUR based on a tax document (invoice). The purchase price for the supply of Equipment under this contract will be invoiced by the seller in two parts: (i) 90% of the total purchase price within 15 days from the date of delivery of the Equipment to the buyer, ie. from the date of signing of the Equipment take-over certificate by both parties, (ii) 10% of the total purchase price after Equipment putting into operation by the buyer and completing the basic introduction with the functionality of the Equipment, but no later than 30 days after delivery Equipment.
- 4.6. Attached to the invoice shall be a copy of the Equipment take-over certificate signed by the Parties.
- 4.7. The invoice shall meet the formal requirements on accounting and tax documents including the provisions of Act 235/2004 Coll. (Value-Added Tax), as amended. Should the invoice fail to meet such requirements, the Buyer may return it to the Seller prior to expiry of the invoice-payment term and require that the latter fill in the missing information. Upon delivery to the Buyer of a new or duly completed invoice, a new payment term will start to run.
- 4.8. The invoice payment term shall be 30 days counted from the day of demonstrable delivery of the invoice to the Buyer.
- 4.9. The Buyer need not pay any advances on the purchase price.
- 4.10. Should the Buyer be in delay with payment of the invoiced sum, the Seller may claim payment of a penalty interest of 0.1% of the amount due for each if incomplete day of delay. This penalty shall not be applicable in cases where the delay in payment is due to delayed release of the state budget or funds.

V.

Parties' rights and obligations

- 5.1.** The Seller shall deliver the contracted Equipment in the agreed quantity, quality and execution workmanship standards. The Equipment supplied according to this Contract shall meet the quality requirements specified herein.
- 5.2.** The Seller shall deliver the Equipment to the Buyer free of any defects and in observance of the Contract conditions where the Equipment will be considered correctly delivered if accepted by the Buyer who confirm the Equipment delivery by adding their signature to the Equipment take-over certificate. Said certificate may only be signed upon completion of the Equipment delivery including the associated performance and services specified in the Contract.
- 5.3.** The Seller shall supply the Equipment with the complete technical and other documentation needed for the proper Equipment application including equipment operation manuals in the English or Czech languages both in the electronic or printed form.
- 5.4.** Upon the Equipment acceptance and signing the take-over certificate, the Buyer will assume the proprietary rights to the Equipment. At the same moment, the risk of damage to the Equipment will be transferred to the Buyer.
- 5.5.** The Seller shall immediately inform the Buyer about any possible delays in the Contract performance and of any circumstances that might jeopardise the Contract execution.
- 5.6.** Throughout the Contract term, the Seller shall hold and maintain their qualifications the possession of which they proved within the tender proceedings prior to the Contract signing. A failure to meet this requirement may result in the Buyer's withdrawal from the Contract.
- 5.7.** The Seller shall not transfer their rights or obligations from this Contract to any third party unless the Buyer gives their prior approval to such step in writing.
- 5.8.** The Seller agrees that they shall not, acting at their own discretion, assign or settle against other liabilities any of their receivables originating from this Contract.
- 5.9.** The Seller shall be liable to the Buyer for any damage caused by breaching any of their contractual obligations or by failing to observe the generally binding legal regulations.
- 5.10.** The Parties have agreed and the Seller have appointed to the position of their representative responsible for negotiations regarding the Contract and its execution the following person(s):
- Name: Mr. Jakob Szekeresch
E-mail: jakob.szekeresch@ekra.com
Tel.: +49 7143 8844163
- 5.11.** The Parties have agreed and the Buyer have appointed to the position of their representative responsible for negotiations regarding the Contract and its execution the following person:
- Name: doc. Ing. Aleš Hamáček, Ph.D.

E-mail: hamacek@ket.zcu.cz

Tel.: + 420 377 634 533

- 5.12.** Any and all correspondence, directions, notices, requests, reports and other documents originating between the Parties in reference to or in connection with this Contract shall be in writing in the Czech or English languages and delivered in person, as registered letters, fax or E-mail messages to the delivery addresses of the persons acting for the Contract purposes as representatives of the Parties.
- 5.13.** The Seller acknowledge the fact that, in reference to §2, letter e) of Act 320/2001 Coll. (Financial Controlling in Public Administration), as amended, they are obliged to actively participate in the financial controlling activities. The management of the VaVpI Operation Programme will, within their controlling activities extended over the period of 3 years after the OP termination, have access to such parts of tender, contract and associated documents that are protected in reference to special legal regulations and concerning, among other things, trade secrets or confidential information provided that the respective legal provisions (such as Act 255/2012 Coll., Control, as amended) are duly observed. The management body of the VaVpI Operation Programme may also apply their controlling activities to the Seller's subcontractors, if any (see Annex 2 of the Applicant Handbook – Rules for selection of suppliers within the Operation Programme "Research and Development for Innovations", <http://www.msmt.cz/file/14585>).
- 5.14.** The Seller shall observe and maintain the VaVpI OP Visual Identity Manual (see Annex 3 to the Manual for the applicants to and receivers of the VaVpI OP funds – Publicity Rules) published on the web site of the Ministry of Schools, Youth and Physical Culture of Czech Republic, <http://www.msmt.cz/file/14258>. All Contract outputs shall contain publicity elements in accordance with this Manual (documents, reports and others).
- 5.15.** The Seller shall file and maintain all documentation related to the Contract execution including the associated accounting documents, and that throughout the VaVpI OP term and at least three years after its termination, i.e. till 2021. Within this period, the Seller shall disclose information and make available documentation required by employees or agents of the VaVpI OP project controlling bodies and assist in execution of such controlling actions by creating suitable conditions for the Contract documentation review and by personal engagement therein.
- 5.16.** If any part of the contracted Equipment is to be supplied by a subcontractor, the Seller shall specify the identification data on such subcontractor:
none

Any intended change in the subcontractor entity specified in this Contract shall be subject to a prior approval in writing by the Buyer.

VI.

Equipment warranty

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- 6.1.** The Equipment delivered to the Buyer shall be subject to a minimum of 12-month on-site warranty. The warranty term shall start to run on the Equipment delivery date, i.e. on the day of signing the Equipment take-over certificate by the Parties.
- 6.2.** The Buyer shall report any warranty defects to the Seller without any delay. The Seller shall execute the warranty repairs free of charge and within the shortest term, taking into account the type of Equipment defect.
- 6.3.** Within the warranty period, the Seller shall repair the identified defects and make good any other irregularities in the Equipment claimed by the Buyer whereby, unless the Parties agree otherwise, the Seller shall be obliged to report at the Buyer's premises within 10 days of the defect notification by telephone or in writing, and proceed in consideration of the type and extent of the defect so that it can be removed or made good as soon as possible. The Seller is obliged to remove defect no later than within 20 working days from the arrival at the Buyer's premises to remove defects, unless otherwise agreed. In cases of warranty repair, the warranty term applicable to the defective part shall be extended by the time elapsed between the defect notification by the Buyer and removal of the same by the Seller.
- 6.4.** Should the Seller be in delay in arrival at the Buyer's premises to remove defects notified by the Buyer in reference to section 6.3 hereof, the Seller shall pay to the Buyer a contractual penalty of 0.1 % of the purchase price of Equipment for each if incomplete day of delay. The total penalty amount is not limited.
- 6.5.** Warranty claims can be placed no later than on the last day of the warranty period where a warranty claim dispatched on the last day of the warranty period shall be considered placed in time.
- 6.6.** The Seller's warranty shall not be applicable to defects caused by incompetent handling or by mechanical damage of the equipment by the Buyer.

VII.

Contract validity and effectiveness

- 7.1** This Contract shall be valid and effective from the day of signing by the duly authorised representatives of the Parties.
- 7.2** A Party may withdraw from the Contract only in reference to reasons or circumstances stated in the Contract or the applicable laws.
- 7.3** A Party may withdraw from the Contract in reference to a material breach of the Contract conditions by the other Party where instances of such material breach, among others, are:

- a) On the Buyer's side, failure to pay the purchase price according to the Contract within 60 days following the regular payment term of the invoice concerned;
- b) On the Seller's side, failure to deliver the Equipment or any part thereof within the agreed terms;
- c) On the Seller's side, failure to deliver the Equipment with parameters specified by the Seller in this Contract;
- d) On the Seller's side, late arrival at the Buyer's premises for the purposes of defect removal in reference to the provisions of section 6.3 hereof.

7.4 Upon termination of the Contract effectiveness, the contractual liabilities of the Parties will cease to exist. However, effective termination of the Contract shall not affect any existing claims for damages, Parties' liabilities to pay penalties imposed for breaching the Contract conditions prior to termination of the Contract effectiveness, any liabilities that according to the Contract or in consideration of their nature shall survive the Contract termination or liabilities that shall remain effective according to the applicable legal regulations.

VIII.

Final provisions

- 8.1** Relationships between the Parties shall be governed by the Czech law. The Parties agree the location and matter jurisdiction of Czech judicial and administrative bodies. In matters about which the Contract is silent, the legal relationships between the Parties related to or originating from the Contract shall be governed by the applicable provisions of Act 89/2012 Coll. (the Civil Code), as amended, and other generally binding legal regulations.
- 8.2** Any changes in or supplements to the Contract shall be based upon the Parties' agreement in writing. Any such agreement shall have the form of a dated and numbered amendment to the Contract signed by both Parties.
- 8.3** Should any Party establish that there are circumstances preventing such Party from a correct and proper Contract execution, they shall immediately inform the other Party accordingly and initiate negotiations between the Seller's and Buyer's representatives.
- 8.4** Should any Contract provision be found invalid, it shall be deemed to be such, unless from its nature, content or circumstances under which it had been agreed to follows that such provision cannot be separated from the balance of the Contract.
- 8.5** The parties undertake to resolve amicably any mutual disputes regarding the Contract. Should a conciliatory dispute resolution be not attained within 30 workdays following the first dispute notification between the Parties, each Party may submit their claim to the appurtenant court. Arbitration is excluded.

8.6 This Contract has been executed in 4 (four) counterparts, of which each counterpart is considered an original document. Each Party shall receive 2 (two) Contract counterparts. The Contract with supplier which has registered office outside the Czech Republic is executed in the English language.

8.7 Inseparable part of the Contract is:

Annex 1 – Detailed technical specification of the Equipment


8.8 The Parties represent that, prior to signing the Contract, they had read the Contract text, that they agreed to it without any reservation and that the Contract wording expresses their true, real, free and serious will. To prove the correctness and truth of their above representations, the Parties had instructed their duly authorised representatives to add their signatures below.

21. 07. 2015
In Plzeň, dated

Königshaus 03.08.2015
In, dated

For the Buyer:

University of West Bohemia


.....
Ing. Petr Beneš
based on authorization

~~Západočeská~~ univerzita v Plzni
kvestor

For the Seller:

EKRA Automatisierungssysteme GmbH


.....
Mr. Jakob Szekeresch

Annex 1 to the Contract – Detailed technical specification of the Equipment

Quotation 2001317695 meets all required technical parameters.

For further technical details please see Technical data sheet E2 printer on pages

Criterion	More detailed description
Key parameters:	<ul style="list-style-type: none"> • High versatility • High accuracy • No need for high productivity and automatic change of substrate • Suitable both for screen printing and stencil printing
Substrates for printing:	<ul style="list-style-type: none"> • Rigid substrates – Alumina (minimal dimensions 4 x 4 inch), PCB (minimal 300 x 400 mm), thickness from 0,5 mm to 70 mm. • Flexible substrates – PI, PEN, PET, (minimal 300 x 400 mm), thickness from 0,05 mm to 0,5 mm. • Textile substrates – minimal 300 x 300 mm, thickness from 0,1 mm to 1,0 mm.
Intended printed lines widths:	<ul style="list-style-type: none"> • Rigid substrates – Alumina: below 50 µm, PCB: from 100 µm • Flexible substrates – PI, PEN, PET: from 50 µm • Textile substrates: from 150 µm
Alignment Accuracy:	± 10 µm or better
Alignment system:	<ul style="list-style-type: none"> • Optical with at least two manually adjustable cameras, camera resolution: at least 12 micron / pixel • Manual control or semi-automatic operation • Camera field view: minimally 9 mm x 7 mm • Modification of camera illumination - red and white light
Screens dimensions:	<ul style="list-style-type: none"> • Minimal frame dimensions 12 x 12 inch • Maximal frame dimensions 24 x 26 inch
Printing parameters:	<ul style="list-style-type: none"> • Semi-automatic screen and stencil printer • Print speed: 10 to min. 150 mm/s • Snap off: min. up to 5 mm • Printing pressure: 10 to min. 220 N • Print modes: print-print, print-flood, flood-print, alternating print
Print head for screen printing	<ul style="list-style-type: none"> • Programmable squeegee pressure • Precise adjustment of the down stop • Storage of the squeegee pressure can in the program
Print nests:	<ul style="list-style-type: none"> • Vacuum print nest with porous stone min 300x 400 mm • Aluminium-based printing nest with vacuum holes for fixation of rigid substrates 4"x4" • Print nest is for fixation of a textile substrate on a print table. Active print surface is (X / Y): min. 10 mm x 300 mm, max. 300 mm x 300 mm.

<p>Consumables for screen print:</p>	<p>1. Storage system for consumable materials</p> <p>2. For stencil printing</p> <p>2.1 Metal blade squeegee 65° width 120 mm</p> <p>2.2 Metal blade squeegee 65° width 200 mm</p> <p>3. For screen printing</p> <p>Trailing edge squeegee - width 120 mm</p> <p>3.1 Trailing edge squeegee 60° 120 mm 65 Shore A</p> <p>3.2 Trailing edge squeegee 60° 120 mm 75 Shore A</p> <p>3.3 Trailing edge squeegee 60° 120 mm 85 Shore A</p> <p>- for each trailing edge 3 pieces of spare squeegee rubber</p> <p>Trailing edge squeegee - width 200 mm</p> <p>3.4 Trailing edge squeegee 60° 200 mm 65 Shore A</p> <p>3.5 Trailing edge squeegee 60° 200 mm 75 Shore A</p> <p>3.6 Trailing edge squeegee 60° 200 mm 85 Shore A</p> <p>- for each trailing edge 3 pieces of spare squeegee rubber</p> <p>Top piece for standard Metal blade/ Trailing edge squeegee</p> <p>3.7 Top piece 50° for standard Metal blade/ Trailing edge squeegee</p> <p>3.8 Top piece 55° for standard Metal blade/ Trailing edge squeegee</p> <p>3.9 Top piece 60° for standard Metal blade/ Trailing edge squeegee</p> <p>3.10 Top piece 65° for standard Metal blade/ Trailing edge squeegee</p> <p>3.11 Top piece 70° for standard Metal blade/ Trailing edge squeegee</p> <p>3.12 Top piece 75° for standard Metal blade/ Trailing edge squeegee</p> <p>Diamond squeegee - width 120 mm</p> <p>3.13 Diamond squeegee 120 mm 70 - 75 Shore A</p> <p>3.14 Diamond squeegee 120 mm 90 - 95 Shore A</p> <p>- for each squeegee holder 3 pieces of spare squeegee rubber</p> <p>Diamond squeegee - width 200 mm</p> <p>3.15 Diamond squeegee 200 mm 70 - 75 Shore A</p> <p>3.16 Diamond squeegee 200 mm 90 - 95 Shore A</p> <p>- for each squeegee holder 3 pieces of spare squeegee rubber</p> <p>3.17 Flood squeegee 230 mm</p> <p>3.18 Adjustable squeegee holder, Holder for adjustment of the squeegee attack angle in a range of +/- 30</p> <p>3.19 Rack for Cleaning Rolls</p>
	<ul style="list-style-type: none"> • Vacuum pump for vacuum print nest, capacity 100 l/min, max. vacuum -0,85 bar • 16 cm flange for optional VOC exhaust
<p>Power requirements</p>	<ul style="list-style-type: none"> • 230 V AC • maximum power consumption 2 kW