Contract number: [to be completed]

Reference number: VZ\_2019\_A46

Copy No: [to be completed]

**Annex 2 – Binding draft contract**

**PURCHASE CONTRACT**

concluded in accordance with Section 2079 et seq. of Act No 89/2012, the Civil Code (hereinafter the “**Civil Code**”)

**Parties to the contract**

1. **CENDIS, s. p.**

Registered office: nábřeží Ludvíka Svobody 1222/12, 110 15 Praha 1

Company ID No: 00311391

Tax ID No: CZ00311391

Registration: entered in the Commercial Register kept by the Municipal Court in Prague, Section ALX, Insert 706

Representative: Ing. Jan Paroubek, in charge of state enterprise management

Contact person: Ing. Václav Henzl, IT Director

Bank details: Česká spořitelna, a.s.

Account No: 5517635319/0800

(hereinafter the “**Client**”) and

1. **[to be completed]**

Registered office: [**to be completed**]

Company ID No: [**to be completed**]

Tax ID No: [**to be completed**]

Registration: [**to be completed**]

Representative: [**to be completed**]

Contact person: [**to be completed**]

Bank details: [**to be completed**]

Account No: [**to be completed**]

(hereinafter the “**Supplier**”)

(The Client and the Supplier, hereinafter jointly as the “**Parties**” and separately as a “**Party**”) have concluded this Purchase Contract (hereinafter the “**Contract**”) on the below day, month and year.

# Preamble

## The Client is a state-owned enterprise, a legal entity established and authorised by the Czech Republic – the Ministry of Transport, among other things to operate selected public administration information systems (PAIS) and its activities are governed by Act No 77/1997, on state-owned enterprises, as amended (hereinafter the “**State Enterprise Act**”).

## The purpose of this Contract is the acquisition of technical equipment – camera systems, which the Client will use to implement a monitoring system on selected roads in the Czech Republic.

## This Contract is concluded on the basis of the outcome of the public procurement procedure entitled “**Delivery of Stationary Camera Systems and Provision of Related Services**”, announced by the Client (contracting authority) in accordance with Act No 134/2016, on public procurement, as amended (hereinafter the “**Act**”) and published on the contracting authority’s profile <https://zakazky.cendis.cz/contract_display_17.html> (hereinafter the „**Public Contract**”).

## The Supplier is a legal entity that meets all the conditions and requirements set out in the tender conditions of this Public Contract and in terms and conditions of this Contract and it is entitled to conclude this Contract and duly fulfil the obligations contained therein.

## Tender documentation of the Public Contract (the main document and its annexes, except its Annex 2), including explanations, amendments or supplements of the tender documentation, form Annex 1 to this Contract (hereinafter “**Annex 1**” or „**Tender Documentation**“).

## The Supplier’s tender for performance of the Public Contract (technical and price part, including explanations or amendments) forms Annex 2 to this Contract (hereinafter “**Annex 2**” or „**Tender**“).

## In case of doubt, the provisions of this Contract shall be interpreted in accordance with the tender conditions set out in the tender documentation for performance of the Public Contract, including annexes, explanations or amendments.

# Subject-matter of Contract

## The subject-matter of the Contract is the Supplier’s obligation to deliver to the Client the goods specified in Annex 2 (hereinafter the “**Goods**”) and to let the Client acquire the title to the Goods. The Client undertakes to take over the Goods from the Supplier and to pay the purchase price for the Goods agreed in Article 3 hereof.

## The Goods must be new, unused, undamaged, fully functional, of the highest quality provided by the manufacturer of the Goods, free of any legal or factual defects.

## The Goods must be delivered to the Client including all authorisations and intellectual property rights (especially licenses) so that the Client has all the rights necessary for proper and undisturbed use of the Goods and disposal thereof.

## The goods must fully comply with the legal regulations and technical standards applicable to them in the Czech Republic, regardless of the origin of such regulation, including applicable EU law.

## The Supplier is obliged to deliver and hand over with the Goods all documents and documentation relating to the Goods which are necessary for the proper use of the Goods and for proper disposal of the Goods, in particular the following:

* technical documentation;
* installation documentation;
* operational documentation;
* administrator documentation;
* safety documentation;
* warranty and post-warranty conditions

(hereinafter the “**Documentation**”).

## The Documentation must be handed over to the Client in Czech, Slovak or English language unless otherwise agreed in writing by the Parties in a specific case.

## The Supplier by fulfilling of this Contract and the price specified in the paragraph 3.1 of this Contract further undertakes to provide the Client with the following related services:

1. warranty for the quality of the delivered Goods by means of Section 2113 and seq. of the Civil Code (hereinafter the “**Guarantee**“ ) for the period specified in paragraph 5.2 of this Contract;
   * free of charge repair or replacement service for defective equipment throughout the whole warranty period in terms specified in the par. 5.2 of this Contract, including return of the repaired or replaced Goods to the Client;
   * free of charge technical support via an electronic interface for recording incidents and requests and/or customer hotlines;
   * the services specified by the Supplier within the Tender in accordance with paragraph 3.4 of Annex No. 1 to the Tender Documentation (hereinafter referred to as the “**SLA**”); the requirements imposed on the Guarantee pursuant to this Contract or the Tender Documentation shall take precedence over the provisions of the SLA which are in conflict with them; if the Supplier has not specified in the SLA the method of delivery of defective Goods in accordance with paragraph 3.4 of Annex No. 1 to the Tender Documentation, the Client is entitled to choose any of the methods of delivery specified therein. The transport of defective Goods to the Supplier will be paid by the Client, other services listed in the SLA are free of charge, eg. are included in the price of the Goods.
2. training of the Client’s staff (a maximum of 5 persons), making the operators familiar with all the functionality of the system and teaching them to able to install, put into operation, properly operate and fully administer the system; training will be carried out in Czech, Slovak or English language by an authorised representative of the manufacturer.

## (hereinafter the “**Services**”).

## The Supplier must provide the Services referred to in paragraph 2.7 via professionally qualified persons so as to ensure that the Client’s administrators are sufficiently professionally familiar with the functionality of the delivered Goods and that the Goods function properly.

## The Client undertakes to pay the Supplier the price specified below for a properly provided performance.

# Price for the subject-matter of performance

## The price for the performance of the subject-matter of this Contract, i.e. the price for the delivery of the Goods and provision of the Services referred to in Article 2 is **[to be completed]** CZK without VAT.

## The price for the performance of the subject-matter of the Contract was determined on the basis of the Supplier’s tender submitted to the procurement for the Public Contract (Annex 2).

## The price includes all Supplier’s costs related to the delivery of the Goods to the place of performance and the provision of the Services, in particular all costs of material, transport, printing and copying, interpreting and translation services, intellectual property rights granted to the Client in connection with the delivery of the Goods and all costs resulting from warranties, warranty repairs and replacement of defective Goods, including transportation costs, all Supplier’s costs for the preparation of the Documentation and any other possible fees related to the performance of the subject-matter of the Contract.

## The price for the Goods and Services in the agreed scope is a maximum permissible fixed price and it may not be exceeded.

## The Supplier shall be entitled to payment of the Price for the performance of the subject-matter of the Contract when the Handover Report is signed, proving the full and proper delivery of the Goods to the Client.

## The Supplier shall fulfil its Services obligation, or part thereof, after its proper execution and confirmation of its provision by the Client.

## VAT will be charged at the statutory rate in accordance with applicable and effective legal regulations.

# Terms of payment

## The Client shall pay the Supplier a single payment for the performance of the subject-matter of this Contract upon complete delivery of the Goods on the basis of a tax document – an invoice (hereinafter the “**Invoice**”) issued by the Supplier. The Handover Report in accordance with paragraph 6.5 shall form an Annex to the Invoice.

## The amount on the Invoice must correspond to the Price for the subject-matter of performance specified in Article 3 of the Contract in terms of amount and currency.

## The Invoice is due within 30 days from the date of its delivery to the Client.

## The Invoice must contain all the particulars of a proper accounting and tax document within the meaning of the applicable statutory provisions; in particular Act No 563/1991, on accounting, as amended; Section 29 of Act No 235/2004, on value added tax, as amended (hereinafter the „**VAT Act**“); and Section 435 of the Civil Code; the Invoice must also contain a reference to the Contract and a copy of the signed Handover Report, see paragraph 6.5.

## If the Invoice does not have the appropriate particulars, the Client is entitled to return it to the Supplier within the maturity date for completion or correction without being in default with the maturity date; the maturity period starts to run again from the delivery of a duly completed or corrected Invoice.

## The Client shall pay the Supplier for the performance of this Contract by non-cash transfer to the Supplier’s account provided on the cover page of this Contract, or to the account indicated on the Invoice.

## The risk of foreign exchange differences in the case of payments abroad is borne by the Supplier.

## The obligation to pay an Invoice issued by the Supplier is fulfilled at the moment of debiting the relevant amount from the Client’s account in favour of the Client’s account specified in the Contract or the Invoice.

## The Client does not provide advance payments.

## In the event that the Supplier at the time of performance of the subject-matter of this Contract is declared by the tax administrator as an “**Unreliable Taxpayer**” in accordance with Section 106a of VAT Act, or if the Supplier’s account, which the Supplier provided on the Invoice issued by the Supplier will not be published by the tax administrator in accordance with Section 98(d) of the VAT Act, or if the Supplier’s account, which the Supplier provided on the Invoice issued by the Supplier will be an account maintained by a payment service provider outside the Czech Republic, the performance under this Contract shall be considered paid even in the case the Client pays the price without the VAT and the VAT will be paid directly to the account of the relevant tax office.

# Period and place of the performance

## The Supplier undertakes to deliver the Goods gradually to the place of performance within 90 calendar days from the date of the Client’s request for performance, which the Client makes within 30 calendar days from the effective date of this Contract, at least as follows:

1. a minimum of 40% of the Goods delivery within 30 calendar days from the Client's request;
2. a minimum of 70% of the Goods delivery within 60 calendar days from the Client's request; and
3. the complete delivery of the Goods within 90 calendar days from the Client's request.

## The Supplier undertakes to provide the Services under paragraph 2.7 in the following terms:

1. a Guarantee for the period of **[to be completed]** from the date of the reported complete handover of the Goods;
2. the Supplier shall, as a part of the warranty, ensure repair or replacement of defective Goods and delivery of the repaired / new equipment within 14 days of receiving a request for repair / replacement of defective Goods sent by the Client and confirmed by the Supplier;
3. training of the Client’s operators in accordance with paragraph 2.7 b) within 5 working days from the delivery of the Goods, or on another date as agreed by the Parties;
4. technical support and consultancy within and during the warranty period in accordance with paragraph 2.7 and 5.2 a), with workings hours at least from 9:00 to 17:00 on working days with reaction time of max. 72 hours from the Client's request;
5. to confirm the Client the receipt of a request for repair / replacement of defective Goods or technical support by e-mail **[to be completed]**, no later than 48 hours after its receipt.

## The place of delivery of the Goods is Czech Republic. The Client shall notify the Supplier of the specific place in the request of performance according to the paragraph 5.1.

# Acceptance of goods and services

## The Supplier is obliged to deliver the Goods at its own expense and risk to the place of performance and on the date of delivery specified in Article 5 of the Contract.

## Upon the complete delivery of the Goods (i.e. upon delivery of the last part specified in paragraph 5.1 c), the Supplier is obliged to hand over to the Client all Documentation referred to in paragraph 2.5 of the Contract.

## The Supplier is obliged to allow the Client to inspect the Goods upon receipt of the each part of the Goods delivery specified in paragraph 5.1 of the Contract in order to verify compliance with the type, quantity, properties, technical specifications, quality and functionality.

## The Client is entitled to any of its employees, an advisor or any other third party (authorised representative) to inspect the Goods, verify its functionality and check the completeness of the Documentation.

## After each partial delivery and receipt of the Goods specified in the paragraph 5.1 a) and b), the Client inspects the Goods, verifies its functionality and the Parties sign the partial handover report. After the complete delivery (paragraph 5.1 c) the Client inspects the Goods, verifies its functionality and checks the completeness of the submitted Documentation, the Parties shall sign a report on the handover and final acceptance of the Goods (hereinafter the “**Handover Report**”), a sample of which is provided in Annex 6 to the Tender Documentation (Annex 1 to this Contract).

## Simultaneously with the signing of the Handover Report, the Supplier is obliged to provide the Client with a certificate of quality guarantee (guarantee certificate) so that the Client can properly utilise the Services referred to in paragraph 2.7.

## The Goods shall be deemed duly handed over by the Supplier and accepted by the Client, i.e. duly delivered, at the moment the Handover Report is signed by both Parties. By the date of signing the Handover Report begins the warranty period referred to in paragraph 5.2 a).

## In the case of deficiencies that are demonstrably in conflict with the Client’s requirements stated in the tender documentation of the Public Contract or stated in the Supplier’s offer and which cannot be removed within a reasonable period of time, the Supplier is considered to have provided misleading information in its offer and shall be subject to the provisions of this Contract and the Civil Code (Sections 2099 et seq. and 2894 et seq.) regarding defective performance and damages.

## In the event that the Client refuses to accept the Goods and sign the Handover Report (or partial handover report), the Supplier shall take the Goods and remove the defects specified by the Client in the Handover Report (or partial handover report).

## The Supplier is then obliged to deliver to the Client faultless and fully functional Goods meeting all the requirements specified in the Contract within the alternative term agreed upon the rejection of the Goods, but no later than within the period for delivery specified in Article 5 of the Contract.

## All costs associated with the delivery of the Goods at the place of delivery shall be borne by the Supplier, even in the case of replacement deliveries of the Goods within the meaning of the preceding paragraph.

## Ownership of the Goods shall pass to the Client at the moment of acceptance of the complete delivery of the Goods, i.e. at the moment the Handover Report is signed by the Client; the risk of damage to the Goods actually delivered shall pass to the Client upon signing the partial handover reports according to the paragraph 5.1 a) and b) and final Handover Report.

## In the case of provision of the training referred to in paragraph 2.7 b), the Parties shall not prepare a handover report, but the Client shall issue to the Supplier a confirmation of the proper execution of the Training Service.

## The Client is entitled to criticise the Supplier for defects of the training, especially its insufficient content or scope, in the confirmation of service (training) execution. In such a case, the Supplier undertakes to provide the Client with additional training without any additional payments.

## In the case of technical support and consulting services, duly provided performance means due and timely provision of performance in accordance with the conditions set out in the supplier’s offer, which forms Annex 2 hereto.

# Communication

## Imperfections, defects, malfunctions or requirements for technical support and advice shall be notified by the Client to the Supplier via:

* customer service phone number: [**to be completed**];
* e-mail: [**to be completed**];
* electronic interface for recording incidents and requests at: [**to be completed**].

## The Supplier undertakes to notify the Client without delay of any change in contact details for notifications referred to in the preceding paragraph no later than 48 hours before the new contacts are put in use.

## The working language between the Client and the Supplier in all performance under the Contract shall be exclusively Czech, Slovak or English including all Documentation relating to the subject-matter of the Contract, unless otherwise agreed by the Parties.

# Ownership, intellectual property

## If the Supplier’s performance under the Contract is the provision of any third party SW, the Supplier is obliged to ensure that all necessary rights (licences) to use such SW are transferred to the Client under the following conditions:

* The Client shall be entitled to use all SW to exercise the right to the extent necessary for proper use of the Goods;
* the right to use (the licenses) must be granted for an unlimited period;
* the price of the license is included in the total price of performance of the Contract.

## In the case the Goods or Services delivered under the Contract result in an industrial property (patent, utility model, industrial design, etc.), the Supplier shall provide the Client with a license for the use of such industrial property to the extent necessary in relation to the purpose of the Contract on the day of delivery of such Goods, Documentation or Services for an unlimited period.

## The Parties agree that the remuneration for the provision of such a licence (a license fee) is already included in the price of the subject-matter of the Contract.

## The granting of all rights specified in this Article may not be terminated by the Supplier and is not affected by the termination of the Contract.

# Liability and penalties for breach of contract

## All Parties are responsible for delay, defects and damage caused. The conditions and consequences of liability are based on this Contract and on generally binding legal regulations, in particular the Civil Code. The Parties undertake to make every effort to prevent damage and to minimise the damage incurred.

## None of the Parties shall be liable for any damage caused as a result of circumstances that exclude liability within the meaning of the Civil Code. The Parties undertake to notify the other party without undue delay of liability excluding circumstances that arise and prevent the proper performance of the Contract and they undertake to exercise maximum effort to avert and overcome them.

## The Supplier is responsible for ensuring that the Goods are fully functional and meet the requirements set out in the Tender Documentation for the Public Contract.

## The Supplier declares and is responsible for the fact that it is authorised to provide the subject-matter of performance under this Contract in the Czech Republic.

## The Supplier is responsible for having been entitled to provide a licence for the SW to the extent required under this Contract.

## The Client shall be entitled to the following penalties in case of breach of this Contract by the Supplier:

* a contractual penalty amounting to 0.1% of the total price of performance under paragraph 3.1 for each commenced day of delay in scope and terms of delivery of the Goods within the deadline under paragraph 5.1 a) to c) for each case of the breach;
* a contractual penalty of CZK 20 000 in the event that the Supplier fails to meet the deadline for delivery of new or repaired Goods under the warranty in accordance of the paragraph 5.2 b) of the Contract for each case of such breach;
* a contractual penalty of CZK 5 000 in the event that the Supplier does not provide the Client with training within the deadline or to the extent specified in point (c) of paragraph 5.2 of the Contract for each commenced day of delay;
* a contractual penalty of CZK 1 000 for each commenced hour of delay in the handling of the Client’s request for technical support within the period referred to in paragraph 5.2 d) and e) of the Contract.

## The Supplier shall be entitled to interest at the rate of 0.1% of the amount due for each commenced day of delay with the maturity of any amount rightfully invoiced under this Contract.

## The Supplier guarantees to the Client that the Goods used and handled in accordance with the Documentation will in normal operation meet the quality parameters specified by the Supplier, which were the subject of the evaluation of the Tender, at least for the warranty period.

## In case of doubts about the fulfillment of the stated parameters of the Goods, the Client is entitled to perform a test of the operation of the Goods at any toll gate that was included in the subject of the Public Contract. The rules of the sample test specified in Article 16 of the Tender Documentation shall apply *mutatis mutandis* to the course of the test of the operation of the Goods.

## The Customer is also entitled at any time to prove possible non-fulfillment of the above parameters of the Goods in another credible manner different from the method specified in the previous paragraph of this Contract, in particular, but not exclusively, in relation to parameter B3, defined in paragraph 3.1 of Annex No. 1.

## In the event that the values ​​of parameters measured during the test of operation of the Goods or determined in any credible manner will be lower than the values ​​specified by the Supplier in the Tender for evaluation purposes, the Client is entitled to a contractual penalty of 1% of the total performance price under paragraph 3.1 of this Contract for every 0.2 (two tenths) of the points by which the overall point evaluation of the Supplier's Tender would be reduced if the Supplier stated in the Offer the lower values ​​of the parameters found during the test of the operation of the Goods or in another credible manner.

## In the case of parameter B3, the value of measurement accuracy stated by the Supplier in the Offer for evaluation purposes is considered to be 80% of the 100 images taken in day mode.

## Contractual sanctions under paragraphs 9.6 till 9.8 may be applied by the Parties for each individual case of breach of obligation.

## In accordance with the provisions of Section 1998 of the Civil Code, the Supplier is not entitled to terminate its obligation to provide warranty / technical support pursuant to paragraph 2.7 and 5.2 of the Contract at least until the end of the period referred to in paragraph 5.2 a) of the Contract. In the event of a breach of this provision by the Supplier, the Client shall be entitled to request from the Supplier

## repayment of a part of the paid price for this performance in the amount of CZK 30,000 excl. VAT for each full month remaining until the end of the agreed warranty period according to paragraph 5.2 a) of the Contract;

## reimbursement of costs incurred as a result of unauthorized termination by the Supplier;

## compensation of damages incurred as a result of unauthorized termination by the Supplier.

## 9.10 The Supplier may withdraw from the Contract only under the conditions stipulated by the Civil Code and this Contract.

# Contract termination

## The Contract may be terminated by its proper performance, by a written agreement of the Parties or by a written withdrawal from the Contract by one of the Parties.

## The Client may withdraw from the Contract in the following cases:

* if the Supplier substantially breached the Contract within the meaning of Section 2002 of the Commercial Code;
* if the Supplier is in delay with the delivery of the Goods or the provision of the Services for more than 30 calendar days and the Client has notified the Supplier of such delay including the possibility of exercising the right of withdrawal under this provision of the Contract at least once in writing;
* if the Client finds out that the Supplier stated false, distorted or misleading facts in its procurement offer or that the Supplier did not meet the qualification prerequisites stipulated in the tender documentation;
* if there is an obstacle constituting a liability-excluding circumstance that results in the Supplier being temporarily unable to deliver the Goods or provide the Services under the Contract for more than 60 (sixty) calendar days;
* if insolvency proceedings are ongoing with the Supplier; or if the insolvency petition has been rejected because the Supplier’s property is not sufficient to cover the costs of the insolvency proceedings, or if the bankruptcy has been cancelled because the Supplier’s property was completely inadequate;
* if the Supplier is in liquidation and / or the liquidation of the Supplier has been initiated;
* the Goods provided by the Supplier for the purpose of testing the sample test according to Article 16 of the Tender Documentation were equipped with software that allows to distort in any way the actual values of the parameters of the Goods verified during the sample test (eg by discarding images of vehicles that could not be recognized); the above provision applies similarly to other modifications of the Goods or procedures of the Supplier causing inadmissible distortion of the test results of samples;
* in other cases expressly provided for in this Contract.

## The Supplier may withdraw from the Contract in the following cases:

* if the Client substantially breached the Contract within the meaning of Section 2002 of the Commercial Code;
* if the Client is in delay with the payment of the Invoice for the delivered subject-matter of the Contract for more than 40 (forty) calendar days from the due date of the relevant Invoice and the Invoice was not returned by the Client to the Supplier as defective and the Supplier has warned the Client of its delay at least once in writing;
* in other cases expressly provided for in this Contract.

## Withdrawal from the Contract must be made in writing and must be delivered to the other Party. Withdrawal from the Contract shall become effective on the day of its demonstrable delivery to the other Party. As a result of the withdrawal from the Contract, the Contract is cancelled from the very beginning (*ex tunc*) taking into account the provision of Section 2004 of the Civil Code.

## After withdrawal from the Contract, the provisions of the Contract governing damages, contractual penalties, choice of applicable law, choice of the competent court and publication of the Contract in the Register of Contracts shall remain effective.

# Final provisions

## The Parties shall cooperate with each other and provide each other with all the information necessary for the proper performance of their respective obligations.

## The Parties are obliged to inform the other party of any facts that will, are or may be important for the proper performance of the Contract.

## The parties shall inform each other of any organisational change (e.g. change of telephone numbers, address, bank connection, etc.) without undue delay.

## The Parties are obliged to perform their obligations arising from this Contract so that there is no unnecessary delay in complying with individual deadlines and that there are no defaults regarding the maturity of individual monetary obligations.

## All notifications between the Parties relating to or stemming from the Contract must be made in writing and demonstrably delivered to the other Party to the address specified in the Contract, unless otherwise specified or agreed upon by the Parties.

## By signing this Contract, the Supplier acknowledges and agrees that:

* with the signature of this Contract, it becomes a person obliged to cooperate in the performance of financial control in accordance with Section 2(e) of Act No 320/2001, on financial control in public administration, as amended;
* the content of the Contract, including its annexes, will be published in the information system of the Register of Contracts in accordance with Section 2(1)(k) of Act No 340/2015, on special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts, as amended (hereinafter the “**Register of Contracts Act**”); publication of the content of the Contract in the register of contracts shall be ensured by the Client;
* in accordance with Section 5(5) of the Register of Contracts Act, the Client shall use the data specified in the header of this Contract to fill in metadata such as identification of the Contracting Parties and the definition of the subject-matter of the Contract;
* the personal data provided in this Contract are provided voluntarily and the Client is entitled to process the provided personal data referred to in this Contract under the conditions laid down by Act No 110/2019, on personal data processing and under the conditions laid down by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR).

## The contractual relationship established by this Contract is governed by the Civil Code.

## The invalidity of any provision of this Contract shall not affect the validity of other provisions. The Parties undertake to replace the invalid provision with a valid provision that is as close as possible to the economic purpose of the invalid provision. If the Contract has a loophole that requires adjustment, the Parties shall remove that loophole by a supplementary provision that takes into account the economic purpose of the Contract.

## The Contract comes into force upon signature of the last of the Parties and becomes effective on the day of its publication in the register of contracts information system.

## Further to the foregoing, the Parties declare that they do not consider the facts stated in this Contract to be either business secrets or confidential information and give their permission to use and publish them without imposing any restrictions or conditions.

## The Parties declare that this Contract constitutes an agreement on all substantial existing mutual rights and obligations and there are no subsidiary requirements or agreements agreed by the Parties.

## In the event that the Contract is not concluded in the presence of the responsible representatives of both Parties, the Contract shall not be concluded if one of the Parties signs it with any change, variation or amendment, albeit irrelevant, unless the other Party subsequently approves such change, variation or amendment.

## This Contract is made in three (3) originals, of which the Client receives two (2) and the Supplier one (1).

## The parties declare that this Contract was prepared according to their true and free will, they have read the Contract, agree with its content and in witness whereof they attach the signatures of their responsible representatives.

The following annexes form an integral part of the Contract:

Annex 1: Tender documentation of the Public Contract (without Annex 2)

Annex 2: Supplier’s tender for performance of the Public Contract (without qualification documentats)

|  |  |
| --- | --- |
| Prague, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Prague, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Ing. Jan Paroubek  in charge of state enterprise management | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [**to be completed**]  [**to be completed**] |

**Annex 1  
Tender documentation of the Public Contract**

(without its Annex 2)

**Annex 2  
Supplier’s tender for performance of the Public Contract**

(without the qualification documents)