

TECHNICKÁ UNIVERZITA V LIBERCI
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PURCHASE CONTRACT
(pursuant to Article 409 et seq. Act no. 513/1991 Coll., Commercial Code)

Contracting Parties:

1. **Technická univerzita v Liberci (Technical University of Liberec)**
With registered office at Studentská 2, Liberec 1, 46117
Reg. no.: 46747885
VAT no. CZ46747885
Bank details: ČSOB a.s. Liberec
Account no.: 305806603/0300
Represented by: Prof. Dr. Ing. Zdeněk KŮS, rektor
Person in charge of the contractual relationship: Michal Vojtíšek, Ph.D., MSc
Internal contract reference: 13/9615/014
(hereinafter referred to as the "**Purchaser**")

and

2. Name/trade name: Matter Aerosol AG
With registered office at Bremgartenstrasse 62, Wohlen, CH-5610, Switzerland
Reg. no.: CHE-109.347.025
VAT no.: CHE-109.347.025
Bank detail: Neue Aargauer Bank
Account no.: CH24 0588 1016 2485 2100 1
(hereinafter referred to as the "**Seller**")

hereby enter into the following Purchase Contract (hereinafter referred to as the "**Contract**"):

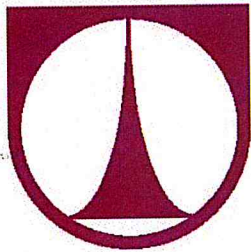
I
Subject of the Contract

The Seller undertakes to sell to the Purchaser:
A Rotating Disk Diluter (MD19-3E) for dilution of raw gas of internal combustion engine.
(hereinafter referred to as the "**Subject**") and transfer to them the ownership title to the Subject. The Purchaser hereby accepts the Subject and undertakes to pay the Purchase Price to the Seller in return for the same. The Purchaser shall acquire the ownership title to the Subject as soon as they take it over, duly and in time, and as soon as they sign the Takeover Certificate.

II
Purchase Price and Terms of Payment

1. The Purchase Price for the Subject amounts to CZK 562500 excl. VAT. The agreed-upon Purchase Price is fixed and not subject to modifications.
The VAT will be charged in accordance with the effective legislation.





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2. The Purchase Price further includes installation, operator training, commissioning, verification of defect-free functioning of the equipment, transport to the Purchaser's seat, any transport fees relating to the return of the empty packaging, insurance associated with the supply of the Subject, payments associated with the import of the Subject, any import and export related extra charges, licence and any other fees associated with the supply of the Subject, technical documentation, conformity declaration, user manual in English and warranty service.
3. The payment of the Purchase Price hereunder shall be made by the Purchaser against an invoice issued by the Seller. A payment shall be made following the due handover of the Subject hereof. The due term has been determined to amount to thirty (30) calendar days from the day of delivery of the invoice to the Purchaser. With regard to the possibility of release of funds from the state budget, payment of invoices can be extended for another ninety (90) days; delay in release of funds from the state budget is not considered as a delay of payment of invoice and will not be subject to sanctions.
4. Each invoice shall be delivered to the Purchaser in two counterparts in such a way as to ensure that the Purchaser could comply with their obligation to demonstrate any eligible costs vis-à-vis the supervisory body. The invoice must meet the requirements for an accounting document to Act 563/1991 Coll. as amended, as well as those stipulated for a tax document to Article 13a Act 513/1991 Coll., Commercial Code, as amended, and, provided that the Seller is a VAT payer, those stipulated for tax documents to Act 235/2004 Coll., as amended.
5. In the event that the invoice fails to meet the respective requirements, the Seller shall be entitled to return the same within the due term to the Seller for revision, without occurring in default of the payment term. The due term shall start to run anew once the revised or added to document is reposted.

III

Delivery Term

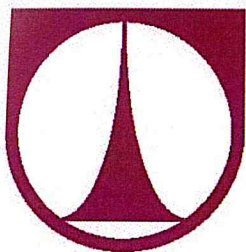
The Seller undertakes to supply the Subject stipulated under the Subject of the Contract Article hereunder by 15th March, 2013.

IV

Place of Delivery, Method of Handover

1. The Seller shall supply the Subject to the following address:
Technická univerzita v Liberci, Katedra vozidel a motorů, Studentská 2, 461 17 Liberec, Česká republika
2. While handing the Subject over, the Seller shall also provide the Purchaser with the respective technical documentation, user manual, any other documents and backgrounds required for the use thereof.
3. The Seller shall call upon the Purchaser for the latter to take the Subject over in writing, at least five (5) working days in advance. The Purchaser, represented by a person in charge, shall confirm the takeover in writing for the Seller in the Takeover Certificate.





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4. Once the Takeover Certificate is signed, the risk of damage to the Subject passes to the Purchaser.

V

Co-operation by the Purchaser

The Purchaser undertakes to provide the Seller with the following co-operation:

SHOULD BE FILLED IN BY THE SELLER IF ANY COOPERATION IS NEEDED, IF NOT LEAVE THE BOX EMPTY.

VI

Securing the Undertakings by the Seller and Purchaser

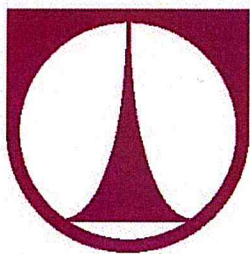
1. In the event of a delay on the part of the Purchaser with the payment of the Purchase Price, the Purchaser shall be obliged to pay to the Seller a contractual penalty amounting to the sum determined from the following formula: 0,05 % of the Purchase Price for the entire Subject excl. VAT for each begun day of the delay.
2. In the event of a delay on the part of the Seller with the handover of the Subject, the Seller shall be obliged to pay to the Purchaser a contractual penalty amounting to the sum determined from the following formula: 0,05 % of the Purchase Price for the entire Subject excl. VAT for each begun day of the delay.
3. In the event that the Seller fails to meet the time-limit for removal of any defects as stipulated hereunder, they shall pay to the Purchaser a contractual penalty amounting to a sum determined from the following formula: 1000 Czech crowns for each begun day of the delay.
4. The payment of the contractual penalty shall have no effect whatsoever on the title to compensation of any damage the party claiming the penalty may have incurred as a direct consequence of a breach of the present Contract. Enforcement of damage compensation shall be governed by the provisions under Article 373 et seq. Commercial Code, as amended.
5. In the event the Seller fails to provide a contractual penalty charged by the Purchaser, the latter shall be entitled to match the said penalties against any financial performance to be provided to the Seller, including those to be provided under another business case.
6. The justification of a claim to a contractual penalty shall not be conditioned by any formal acts to be taken by the Purchaser. The payment of a contractual penalty by the Seller shall not exempt the latter from their obligation to meet their undertakings inherent herein.

VII

Liability for defects, warranty, post-warranty service

1. The Subject shall be deemed to have defects if it does not meet the subject of the Contract, the purpose of its use, and/or if it does not possess the properties expressly stipulated in the





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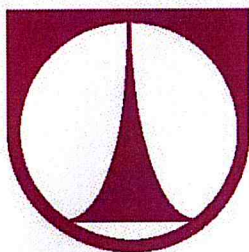
present Contract, technical standards or call/tender documentation for the public procurement contract.

2. The Seller shall provide the Purchaser with a quality warranty covering the Subject hereunder for at least 24 months from the date of signature of the Takeover Certificate pursuant to the Place of Delivery, Method of Delivery article. The warranty term shall be suspended during such time as the Purchaser could not use the Subject for any defects in the same, for which the Seller is responsible.
3. The Purchaser shall report any defects identified in writing to the Seller (reception of complaint) with no undue delay. An email stating the requirements and delivered to techsupport@matter-aerosol.ch shall also be regarded as meeting the requirement for a complaint made in writing. The Seller must remove any defects noted during the warranty term based on defect notifications by the Purchaser.
4. Without modifying their rights inherent in the liability for defects as specified in the Commercial Code, or waiving such rights, the Purchaser shall, at their discretion, enforce their rights inherent in the Seller's liability for defects in the Subject hereunder as follows:
 - in the event of irreparable defects, the Purchaser shall have the right to request removal of defects by supplying a new subject or its part free of charge,
 - in the event of repairable defects, the Purchaser may request defect removal by a free-of-charge repair of the Subject or its part.
5. The defect removal period during the warranty term must not exceed thirty (30) days.
6. Defect removal shall have no effect whatsoever on the Purchaser's claim to a contractual penalty and compensation of damage.
7. During the last month of the quality warranty term, the Seller must conduct a final examination of the Subject with the Purchaser. Based on the examination, a report entitled Certificate of Compliance with the Warranty Conditions will be drawn up, and/or any warranty defects will be listed and the method of their removal will be determined.
8. The Seller declares they will provide, either on their own or via another entity, the post-warranty service including supply of spare parts during at least 2 years from the day following the end of the quality warranty term.

VIII Liability for damages

1. The Seller shall be held accountable for any damage caused as a result of a breach of an obligation inherent herein, regardless of the culpability. The term "damage" shall also apply to any loss the Purchaser has incurred as a result of having to expend funds as a result of a breach of any of their obligation by the Seller. In line with the provision under Article 263





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Commercial Code, application of the provision under Article 385 Commercial Code is excluded hereunder. They shall provide adequate damage compensation at the Purchaser's discretion.

2. The Purchaser does not admit any limitation on the demonstrable damages that may be incurred in association with the performance hereunder or any limitation on the sanctions or contractual penalties.

IX

Withdrawal from the Contract

1. Either of the contracting parties shall be entitled to withdraw from the present Contract as provided for under Article 344 et seq. Commercial Code, if the other contracting party substantially contravenes its contractual obligations despite having been demonstrably notified of the fact.

The following shall constitute a substantial contravention of the Contract:

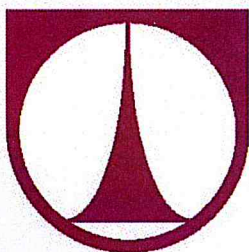
- delay on the part of the Seller with the supply of the Subject exceeding twenty-one (21) days,
 - identification of technical parameters not conforming to the requirements stipulated in the Contract, technical standards and/or call/tendering documentation for the public procurement contract,
 - failure to remove any defect as per the Liability for defects, warranty, post-warranty service article,
 - delay on the part of the Purchaser with the payment of the price exceeding twenty-one (21) days.
2. Where the eligible contracting party allows an alternative (additional) term to the other contracting party, they shall only acquire the right to withdraw from the Contract after the said additional term has lapsed in vain. The above shall not apply if the other contracting party declares during the said term that they will not comply with their undertaking. If that is the case, the harmed contracting party may withdraw from the Contract even before the additional performance term has lapsed after they receive the relevant declaration by the other contracting party.
 3. The contract expires on the date of delivery of the notice of the withdrawal to the other contracting party. In case of withdrawal the already made performances will be returned.
 4. Withdrawal from the contract does not affect the claim for damages arising from breach of contract and claim for payment of the contractual penalties.

X

Concluding provisions

1. The Contract is an expression of a free and serious will of the contracting parties. The legal relations not treated by the Contract shall be governed by the provisional clauses of the Commercial Code Act 513/1991 Coll., as amended, and the related provisions.
2. Unless the present Contract contains a provision more advantageous for the Purchaser, the present Contract shall be liable to the conditions (as amended by the contracting authority based on questions raised by the candidates) of the call/tendering documentation for the public





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procurement contract, which the Seller expressly accepted by taking part in the public procurement contract.

3. The Seller and their subcontractors, where relevant, shall be obliged to co-operate in the execution of financial control to Article 2(e) Act 320/2001 Coll., concerning financial control in public administration, i. e. provide the supervising authority with documents related to the supply of works, goods and services financed from public expenditures or public financial support to the extent necessary to verify the operation.
4. In the case of doubt, the documents addressed to the Seller shall be deemed delivered on the tenth day after verifiable sending by postal services.
5. The rights and obligations inherent in the present Contract shall pass to any legal successors to the contracting parties. No rights and obligations inherent herein may be assigned unless a written consent of the other contracting party has been obtained.
6. The Contract has been drawn up in two equal counterparts where each of them possesses the validity of the original. Each contracting party shall obtain a single counterpart. If the Contract is signed (under the relevant public contract) with a foreign tenderer, another 2 counterparts in English language with the identical content are signed. In case of an interpretation dispute the Czech counterpart takes precedence.
7. No changes and additions shall be made to the present Contract unless introduced in the form of written addenda signed by both parties.
8. The Contract shall take effects and come into force on the day it is bilaterally signed by the authorised representatives of the contracting parties.
9. All disputes between the contracting parties resulting out of or associated with the provisions hereunder shall at all times be addressed amicably in the first place. Unless an amicable solution can be found within a reasonable period of time, either of the contracting parties shall have the right to forward the dispute for resolution to the locally competent court. In line with Article 89(a) Act 99/1963 Coll., Civil Code of Procedure, as amended, the general court of the Purchaser shall be deemed the locally competent court.
10. The contracting parties expressly select Czech law as the legal system governing their mutual relationship established by the present Contract.
11. The two parties declare they read carefully through the Contract and approve of the abovementioned provisions, in witness whereof they attach their signatures:

<p>Stamp and signature of the seller</p> <p>matter aerosol AG Eremgarterstrasse 62 CH-5610 Wohlen</p> <p>Dr. Luis Cachón</p> <p>In Wohlen, Febraury 11, 2013</p>	<p>Stamp and the signature of the purchaser</p> <p>Technická univerzita v Liberci</p> <p>Prof. Dr. Ing. Zdeněk KŮS, rektor</p> <p>In Liberec 7.3.2013</p>
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