Contract for SUPPLY OF A DEVICE

The Parties:

1. **VSB - Technical University of Ostrava**

Registered office: 17. listopadu 2172/15, 708 00 Ostrava-Poruba, Czech Republic

Represented by: prof. Ing. Igor Ivan, Ph.D., Rector

ID No.: 61989100

TIN: CZ61989100

(hereinafter referred to as the "Customer") and

Registered office:

Registration in the Commercial Register (if any):

Represented by:

ID No.:

TIN:

Data box ID (if any):

Bank details:

Bank account No.:

(hereinafter referred to as "Contractor")

(The Customer and the Contractor are hereinafter collectively referred to as the "Parties")

on this day, in accordance with the provisions of Section 1746(2) et seq. of Act No. 89/2012 Sb., the Civil Code, as amended, (hereinafter referred to as the "Civil Code"), have entered into this Contract

1. INTRODUCTORY PROVISIONS
	1. The Customer declares that:
* it is a legal entity, a public university-type higher education institution established pursuant to Act No. 111/1998 Sb., on higher education institutions and on amendments and additions to other acts (the Higher Education Act), as amended, and
* meets all the terms and conditions and requirements set forth in this Contract and is authorized to enter into this Contract and to duly perform the obligations contained herein.
	1. The Contractor declares that:
* meets all the terms and conditions and requirements set forth in this Contract and is authorized to enter into this Contract and to duly perform the obligations contained herein.
	1. The Customer enters into this Contract with the Contractor for the purpose of the implementation of the "REFRESH - Research Excellence For REgion Sustainability and High-tech Industries" project, Reg. No. CZ.10.03.01/00/22\_003/0000048 (hereinafter referred to as the "Project"), which is co-funded by the European Union - Just Transition Fund, the Operational Programme Just Transition (hereinafter referred to as "OP JT"). The subsidies are provided through the Ministry of the Environment and the State Environmental Fund (hereinafter referred to as the "Managing Authority of the OP JT"). For this purpose, the Customer has announced a public procurement called "Distributed Acoustic System" (hereinafter referred to as the "Public Procurement") under Act 134/2016 Sb., on public procurement, as amended (hereinafter referred to as the "Public Procurement Act"). On the basis of this procurement procedure, the Contractor's tender was selected as the most suitable for the implementation of the Public Procurement in accordance with the Public Procurement Act.
	2. The Contractor hereby guarantees to the Customer the fulfilment of the Public Procurement and all the resulting conditions and obligations assumed by the Contractor within the Public Procurement procurement procedure according to the tender conditions and the Contractor's tender. This guarantee is superior to the other terms and conditions and guarantees set out in this Contract. For the avoidance of doubt, this means that:
* in the event of any uncertainty as to the interpretation of the provisions of this Contract, such provisions will be interpreted to give the broadest possible effect to the purpose of the Public Procurement as expressed in the tender conditions of the Public Procurement,
* in the absence of any provisions of this Contract, the sufficiently specific provisions of the Public Procurement award criteria will apply.
	1. The Contractor is bound by its tender submitted to the Customer in the procurement procedure for the award of the Public Procurement, which will apply to the arrangements of mutual relations arising from this Contract in the alternative.
1. SUBJECT OF THE CONTRACT
2. By this Contract, the Contractor undertakes to supply the Customer with an **evaluation unit for the optical distributed temperature sensor** including software and accessories(hereinafter referred to as the "Performance" or the "Goods"), with the detailed specification of the Performance set out in Annex 1 - Technical Specifications, which forms an integral part of this Contract.
3. The delivery of the Performance also includes transport to the place of performance, including unloading and ecological disposal of packaging, performance of all other activities necessary to put the Goods into operation, demonstration of their proper functionality (installation),and further:
* to instruct the Customer's employees in the operation and maintenance of the Goods (hereinafter referred to as the "Operator Training")
* to provide any necessary permissions for the use of the Goods, i.e. licences, e.g. for software to be installed on the Goods or for the operation of the Goods, if necessary to the extent specified in Annex 1 to the Contract
* to deliver user documentation and manuals
* to perform any other services related to installation, setup, customization of the Goods
1. The Performance includes the provision of warranty service for the Goods delivered for the duration of the warranty period.
2. The Contractor undertakes to provide the Customer with documents relating to the Performance, including technical documentation, all in Czech or English.
3. The Contractor undertakes to transfer to the Customer the ownership rights to all items constituting the Performance that are transferable to the extent provided for in this Contract.
4. The Customer undertakes by this Contract to provide the Contractor with the necessary assistance in the provision of the Performance by the Contractor within the scope of this Contract.
5. The Customer undertakes to accept the Performance in a duly and timely manner and to pay the agreed price to the Contractor under the terms and conditions set out in this Contract. The Customer is entitled not to accept the Performance if the Contractor fails to deliver the Performance in a duly and timely manner, including without limitation if the Contractor fails to deliver the Performance in the agreed quality or quantity, or if the Performance has other defects, the Contractor fails to deliver the necessary documents to the Performance or fails to provide a license (if applicable) to the Performance or fails to perform activities necessary to put the Performance into operation and its proper functionality.
6. The Goods will be supplied as new, unused, not refurbished, not a demo.
7. TIME AND PLACE OF PERFORMANCE
8. The Contractor undertakes to do the entire Performance, i.e. to hand over to the Customer the device under of Art. II.(1) of the Contract, including the installation and other activities listed in of Art. II.(2) of the Contract, within **4 months** from the date of the Contract’s entry into effect.
9. The place of performance is the premises of the Contracting Authority - VSB-Technical University of Ostrava, 17. listopadu 2172/15, 708 00 Ostrava-Poruba, Czech Republic, where the Contractor will perform the delivery and other related activities specified in Article II. of the Contract, and warranty service. The Contractor undertakes to inform the Customer about the execution of the Performance at the place of performance and at the same time to invite the Customer to take over the Performance at least 5 working days in advance.
10. EXECUTION OF THE PERFORMANCE
11. The ownership right to the Performance and the risk of damage to the Performance passes from the Contractor to the Customer at the moment of the execution of the Performance, i.e. handover, acceptance, installation and commissioning of the Goods, Operator Training, all that at the place of Performance under Art. III.(2) of the Contract. The Parties will draw up a report on the handover and acceptance of the Performance (hereinafter also referred to as the "Handover Report") which will include:
12. designation of the subject matter of the Performance and the Contract,
13. designation of the Customer and the Contractor,
14. a Customer’s declaration that it accepts the Performance,
15. date and place of drawing up,
16. names and signatures of the Customer and Contractor's representatives
17. possibly an inventory of minor defects and imperfections not preventing the use (see par. 3 of this Article of the Contract).
18. The entire Performance under Art. II.(1) is completed when its fitness for serving its purpose is demonstrated. The Contractor's obligations to execute the Performance under this Contract also include the delivery of all documents to the Performance, technical documentation, manuals and any other documents, if any, if they are necessary for the use of the Performance.
19. The Parties have expressly agreed that the Customer is obliged to accept only properly executed Performance without defects and imperfections, unless the Customer decides otherwise. If the Customer accepts the Performance showing minor defects and imperfections not preventing the Performance from serving its purpose, these minor defects and imperfections are indicated in the Handover Report and the Contractor is obliged to remove the minor defects and imperfections within 30 days from the date of handover and acceptance of the Performance, unless otherwise agreed between the Parties in writing. A report on the removal of minor defects and imperfections will be drawn up by the Parties.
20. If the Contractor is in delay with the removal of minor defects and imperfections under par. 3 of this Article of this Contract for more than 7 days, the Customer is entitled to remove the minor defects and imperfections itself or through a third party and the Contractor is obliged to compensate the Customer for all costs associated.
21. The Contractor undertakes to ensure compliance with the employment laws and regulations with particular regard to the regulation of remuneration, working hours, rest periods between shifts, and employment of foreigners, in respect of all persons involved in the performance of the Contract and regardless of whether the work on the Performance is carried out directly by the Contractor or its subcontractors.
22. PRICE OF PERFORMANCE AND PAYMENT TERMS AND CONDITIONS
23. The total price of the Performance specified in Art. II. and in Annex No. 1 of the Contract has been set at CZK without VAT, VAT % is CZK . The total price of the Performance including VAT is CZK .
24. The total price of the Performance includes all costs associated with the execution of the Performance, e.g. costs associated with transport to the place of performance, insurance, installation of the Performance, as well as its commissioning, Operator Training, warranty service and provision of all documents under this Contract. The total price of the Performance is set as a fixed, maximum admissible and maximum price and includes all costs associated with the Performance. Any changes in the price of the Performance is possible only and only if there are changes in the rates of the value added tax after entering into this Contract.
25. The Contractor is responsible for ensuring that the rate of the value added tax at the time of invoicing is set in accordance with the applicable and effective laws and regulations. The value added tax will be accounted for in accordance with the applicable provisions of Act No. 235/2004 Sb., on value added tax, as amended (hereinafter referred to as the "VAT Act"). The Customer is entitled to make a secured payment of the VAT directly to the account of the competent tax office if the Contractor becomes an unreliable payer to the extent of Section 106a of the VAT Act as of the date of the taxable performance. In this case, the Customer is not obliged to pay the amount of the corresponding VAT to the Contractor. (COLOURED PART WILL ONLY BE USED IN THE CASE OF PERFORMANCE PROVIDED BY A CONTRACTOR BASED IN THE CZECH REPUBLIC)
26. The Customer will not provide the Contractor with any advance payment for the price of the Performance.
27. The price of the Performance will be paid on the basis of a tax document - invoice issued by the Contractor without undue delay after acceptance of the Performance according to Art. IV. of the Contract and after removal of the minor defects and imperfections, if the Performance has been accepted with any minor defects and imperfections. The invoice issued by the Contractor must contain the identification of this Contract and the subject of the Performance and its attachment must be the Handover Report signed by the Parties confirming the recorded acceptance of the Performance. Furthermore, the invoice must meet the requirements of a tax and accounting document according to applicable and effective laws and regulations. If the invoice does not comply with the requirements of this paragraph, or if the price of the Performance or VAT is incorrectly charged, it will be returned by the Customer within 20 days from the date of its receipt for correction without reimbursement. In this case, the due date of the invoice in question will start again from the date of delivery of the corrected or newly prepared invoice to the Customer. The Contractor will deliver the invoice to the Customer by registered mail to the Customer's address or electronically to the e-mail addresses **tamara.sanitrakova@vsb.cz** and **lukas.cadan@vsb.cz.**
28. The invoice issued by the Contractor will also include the Project name, Project reg. number and the relevant CZ CPA code of the supply. The invoice will also include the so-called internal order number, which will be provided to the Contractor by the Customer after the conclusion of this Contract. If the invoice does not contain the information according to the previous sentence, the Customer may request its completion or return the invoice to the Contractor. The provisions of the preceding paragraph will apply mutatis mutandis to the return of the invoice.
29. The price of the Performance is payable within 30 calendar days from the date of delivery of the invoice to the Customer. The Parties have agreed that the obligation to pay the price of the Performance is fulfilled on the date of debiting the relevant amount from the Customer's account to the Contractor's account specified on the cover page of this Contract.
30. All payments under this Contract will be paid by the Customer to the Contractor's account specified in the header of this Contract.
31. The Contractor is obliged to ensure the proper and timely fulfilment of its financial obligations to its subcontractors, where proper and timely fulfilment is considered to be full payment of invoices issued by the subcontractor for the performance of the public contract within the due dates agreed with the subcontractor in advance.
32. OBLIGATIONS OF THE PARTIES
33. The Contractor is obliged to deliver the Performance in the required quality and within the specified delivery date under the provisions of this Contract. The Contractor is responsible for the fact that the Performance delivered have the technical parameters set out in Annex 1 to this Contract and that the Performance is free from all legal defects.
34. The Contractor is obliged to provide the Customer with all supporting documents that, based on the applicable laws and regulations, will be necessary for negotiations with state administration authorities regarding the implementation of the delivery itself and the subsequent operation of the technological unit or its individual parts delivered.
35. The Contractor hereby declares that the Performance under this Contract will meet all technical, legal, safety and other standards and will comply with all technical, safety, legal and other generally binding laws and regulations and at the same time declares that the Performance under this Contract will qualitatively meet all the requirements of the Customer for this Performance, respectively that this Performance will fully meet the purpose for which the Customer orders the Performance in question, and at the same time declares that it is aware of this purpose.
36. The Contractor undertakes to archive all documents related to the execution of the Performance under this Contract and to provide the Customer with access to these archived documents at any time during this period until 31 December 2037, unless Czech law provides for a longer period for certain documents. The Customer is entitled to take over the above documents from the Contractor free of charge after ten years from the end of the Performance under this Contract.
37. The Contractor undertakes to enable all entities authorised to carry out control of the Project, from the funds of which the price of the Performance is paid, to carry out inspection of documents related to the performance of this Contract, and further as a person obliged under Section 2(e) of Act No. 320/2001 Sb., on financial control in public administration, as amended, to cooperate in the performance of financial control, inter alia, to allow the Managing Authority of the OP JT access to those parts of the tenders, contracts and related documents that are subject to protection under special legal regulations (e.g. trade secrets, classified information), provided that the requirements set by the laws and regulations [including without limitation Act No. 255/2012 Sb., on inspection (the Inspection Code), as amended] are met; in contracts with its subcontractors, the Contractor will oblige them to enable the Managing Authority of the OP JT to inspect subcontractors to the same extent.
38. AUTHORISED PERSONS
39. Each Party designates an authorised person. The authorised persons will represent the Party in commercial and technical matters related to the Performance of this Contract. The authorised persons are not authorized to take any action that would have the direct effect of amending this Contract or its subject matter. The Parties are entitled to change the authorised persons, but must notify the other Party in writing of such a change.
40. The Parties have agreed on the following authorised persons:
41. for the Customer:

Ing. Martin Mikolajek, Ph.D., e-mail: stanislav.kepak@vsb.cz, tel.: +420 596 995 839

1. for the Contractor:

e-mail: tel:

1. GUARANTEE
2. The Contractor provides the Customer with a guarantee for quality in accordance with Section 2619 of the Civil Code for the duration of months *(a minimum of 24 months)*, with the warranty period starting with the completion of the entire Performance according to Art. IV.(2) of this Contract. By the quality guarantee the Contractor undertakes that the Performance will be fit for use for its usual purpose agreed in this Contract during the warranty period and that it will retain the usual properties and characteristics set out in this Contract and that the Performance is free from legal defects. A factual error under this Contract means a condition where the Performance does not objectively exhibit functional characteristics as compared to those specified in this Contract or in the Annex to this Contract.
3. If defects are found during the warranty period, the Customer is entitled to notify the Contractor of such defects by the end of the warranty period at the latest. Complaints may be made in writing, electronically to the following e-mail address . Contractor undertakes to remedy any defects notified by the Customer to the Contractor during the warranty period free of charge and under the terms and conditions specified in this Contract below.
4. The Contractor is obliged to remove or at least temporarily remove the notified defect of the Goods no later than within 14 days of its notification. In the event of a temporary removal of a defect in the Goods, the defect will be completely removed within 60 calendar days of its notification. For the purposes of this Contract, the temporary removal of a defect in the Goods is deemed to be the removal of the defect so that the Goods can serve their purpose or the free loan of a defect-free device or a defect-free part of the device.
5. A defect is deemed to have been removed at the moment when all agreed features of the Performance are restored and the Performance is handed back to the Customer on the basis of a handover report on the removal of the claimed defect.
6. If the Contractor fails to remove the defect notified by the Customer within the time specified in this Article or within the time agreed in writing by the Parties, the Customer is entitled to remove the defect by themselves or through a third party. In this case, the Contractor undertakes to reimburse the Customer for all costs associated with the removal of the defect by the Customer or by a third party within 30 days of being requested to do so by the Customer. The Contractor's obligation to pay the Customer a contractual penalty is not affected. Removal of the defect by the Customer or by a third party does not extinguish the Contractor's liability for damages caused in connection with the defect in the Performance.
7. If, after notification of a defect by the Customer to the Contractor, it becomes apparent that the defect cannot be removed, the Customer is entitled to choose to withdraw from this Contract or to claim a price reduction, without time limitation in relation to the time when it became apparent that the defect could not be removed.
8. The fee for the warranty service is included in the price under Art. V. of the Contract.
9. The Contractor is be obliged to reimburse the Customer for the full amount of the damage caused by the defective performance. The Contractor will also reimburse the Customer for the costs incurred in exercising its rights under liability for defects.
10. The Contractor is liable for ensuring that neither the Performance nor its individual parts or components are encumbered by third party rights. If it becomes apparent that the Performance has been encumbered by a third party right on the date of delivery, the Customer is entitled to withdraw from the Contract or to demand that the Supplier settle such third party claims on its own behalf at its own expense.

1. SANCTION PROVISIONS
2. In the event of delay of the Contractor in the execution of the entire Performance within the time limit under Art. III.(1) of this Contract, the Contractor undertakes to pay the Customer a contractual penalty of 0.08% of the price of the Performance excluding VAT specified in Art. V. of this Contract for each and every commenced day of delay.
3. In the event of the Customer's delay in payment of the invoice, the Contractor is entitled to demand payment of interest on late payment in the amount under the generally binding laws and regulations.
4. In the event that the Contractor fails to remove a minor defect or imperfection within the time limit set out in Art. IV.(3) of this Contract, the Contractor undertakes to pay the Customer a contractual penalty of 0.04% of the price of performance excluding VAT specified in Art. V. of this Contract for each and every commenced day of delay in removing them.
5. In the event that the Contractor fails to remove or rectify the defect in the Performance within the time limit set out in Art. VIII. of this Contract, the Contractor undertakes to pay the Customer a contractual penalty of 0.06% of the price of performance excluding VAT specified in Art. V. of this Contract for each and every commenced day of delay in removing the defect in the Performance, whereby this contractual penalty will apply to each individual defect in the Performance.
6. The due date for payment of the contractual penalty is 20 days from the date of delivery of the written statement to the relevant Party and the date of payment is the date on which the amount of the contractual penalty is debited from the relevant Party's account to the account to be specified in the contractual penalty statement.
7. The contractual penalty under this Contract will not be credited towards the payment of damages incurred in connection with the breach of the obligations set forth in this Contract and these claims may be asserted independently of each other in full. The obligation to pay the contractual penalty does not exclude the right to full compensation.
8. The Customer is entitled to set off the contractual penalties against the Contractor's claim for payment of the price of the Performance.
9. In the event that the contractual penalty is reduced by court, the right to damages will remain to the extent that the damages exceed the amount determined by the court to be reasonable and without any further limitation.
10. The contracting parties explicitly limit the total aggregate amount of contractual fines, the payment of which the Client is entitled to request, to the total of 15% of the price for the Work net of VAT in accordance with V.1 hereof.
11. FORCE MAJEURE PROVISIONS
12. The Parties are not in default in the performance of their contractual obligations under this Contract if such default is caused by force majeure and such circumstances prevent or materially adversely affect the performance of the obligations under this Contract, but only for the duration of the force majeure or the duration of its consequences and only in relation to the obligation or obligations directly and immediately affected by the force majeure.
13. Force majeure is deemed to be events which the Party could not have foreseen at the time of entering into the Contract and which objectively prevent the Party from fulfilling its contractual obligations. Force majeure includes, but is not limited to, war, embargoes, state or government intervention, pandemics, natural events and general strikes.
14. Delays in deliveries by subcontractors, production failures, energy shortages, unless they are also caused by force majeure, unofficial strikes and strikes limited to a single entrepreneur are not considered force majeure.
15. Delays caused by force majeure do not constitute a default and do not give rise to any claim under this Contract. Such delays extend the time for each Party to perform its obligations under the Contract, but only for the obligation or obligations directly and immediately affected by the force majeure event and only for the duration of the force majeure event or its consequences.
16. The Party seeking exemption from the contractual obligations due to force majeure must immediately, but no later than five days from the date on which it becomes aware of its existence, notify the other Party of the intervention of these circumstances in writing (in paper form or by e-mail to the Customer's authorised person). It notifies the other Party in the same manner of the cessation of the force majeure. The Party claiming force majeure must, upon request, provide the other Party with evidence of the circumstances of force majeure or allow the other Party to personally verify the existence of such circumstances.
17. FORCE AND EFFECT OF THE CONTRACT, WITHDRAWAL
18. The Contract becomes valid on the date of its signature by both Parties and becomes effective on the date of its publication in the Register of Contracts pursuant to Act No. 340/2015 Sb. on the Register of Contracts.
19. Either Party is entitled to withdraw from this Contract only for the reasons set out in this Contract.
20. The Customer reserves the right to withdraw from this Contract in the event of:
* the Contractor's delay in handing over the Performance for more than 30 days compared to the performance deadline set under this Contract,
* delay of the Contractor in remedying the defect in the Performance for more than 21 days.
1. The Contractor is entitled to withdraw from this Contract in the event of the Customer’s delay in payment of the price of the Performance under this Contract for more than 60 days, although the Customer has been notified by the Contractor of such delay in writing.
2. Either Party may withdraw from this Contract in writing if
* insolvency proceedings have been opened in respect of the other Party's property in which the court has declared the other Party insolvent, or the Party itself files a debtor's petition to open insolvency proceedings; or
* the other Party enters into liquidation.
1. In cases under par. 5 of this Article of this Contract, the authorised Party is entitled to withdraw from this Contract without time limitation in relation to the moment when the breach of this Contract giving rise to the right to withdraw from this Contract occurred. The effects of withdrawal from the Contract will commence on the date of delivery of the written notice of withdrawal to the other Party, or on a later date specified in the written notice of withdrawal.
2. The termination of this Contract does not affect the provisions of the Contract relating to claims for liability for defects, claims for damages and claims for contractual penalties if they have arisen prior to the termination of the Contract, the provisions on the protection of information, or other provisions and claims which, by their nature, are intended to survive the termination of this Contract.
3. The Parties have agreed that in the event of withdrawal from the Contract, the Parties will reimburse each other for any performance completed, unless otherwise provided in this Contract. The preceding sentence does not apply to portions of the Performance (and the corresponding performance by the other Party, including rights under this Contract relating to such portions of the Performance) that the Customer determines within 1 month of the effective date of either Party's withdrawal by unilateral written notice to the Contractor based on the Customer's assessment that such portion of the Performance is of economic importance to the Customer without the remainder of the Performance. The Parties have agrees that in the event of withdrawal from the Contract by the Customer, the Contractor is entitled to payment of any compensation for the parts of the Performance which, due to their nature, cannot be returned (including without limitation because they have been provided in the form of performance), if they are part of the Performance to be returned according to the Customer's decision. For the avoidance of doubt, any costs associated with the dismantling of the part of the Performance to be returned to the Contractor in accordance with this paragraph of the Contract are to be borne solely by the Contractor.

XII. FINAL PROVISIONS

1. The Parties expressly declare that, beyond the express provisions of this Contract, they do not wish any rights and obligations to be derived from any past or future practice established between the Parties or customary practices generally or in the industry maintained relating to the subject matter of this Contract, unless otherwise expressly agreed in this Contract. In addition to the foregoing, the Parties acknowledge that they are not aware of any custom or practice established between them yet.
2. The rights and obligations not regulated by this Contract are governed by the law of the Czech Republic, including without limitation the Civil Code. The Parties also undertake to comply with the rules of the OP JT.
3. The Parties have agreed to exclude the application of Sections 1895 to 1900 of the Civil Code on the possibility to assign the Contract between the assignor and a third party.
4. The Parties have agreed to exclude the application of Section 557 of the Civil Code which provides for that if a term used admits of a different interpretation and if in doubt, it will be interpreted against the person who first used the term.
5. The Supplier may not assign its rights and obligations under this Contract to a third party without the prior written consent of the Customer.
6. No set-off is allowed against the Contractor's claims arising from this Contract. The Parties exclude the application of Section 1987(2) of the Civil Code in relation to claims arising from or in connection with this Contract and agree that even an uncertain and/or indefinite claim is eligible for set-off, but only up to the time of any action for performance under this Contract.
7. In the event that in the period between entering into this Contract and the delivery of the Performance a higher version of the delivered Goods or a part thereof is produced, the Contractor may, with the prior written consent of the Customer, deliver such a higher version of the Goods to the Customer under the terms and conditions of this Contract without increasing the total price of the Performance, while maintaining the delivery date of the Goods, while maintaining the compatibility of the Goods with other technologies and while maintaining the same or better parameters of the Goods compared to the parameters of the Goods originally agreed in this Contract.
8. For the avoidance of doubt, neither the undue hardship provisions of Section 1793 of the Civil Code nor the usury provisions of Section 1796 of the Civil Code apply to this Contract.
9. This Contract may be amended or supplemented by the Parties only by written amendments which will be numbered in ascending order and signed by authorised representatives of the Parties. If this Contract requires any action to be in writing, the exchange of e-mail or other electronic messages will be considered for this purpose. The Parties are entitled to object to the invalidity of this Contract and/or its amendment on grounds of breach of form at any time, even if the Performance has already begun.
10. If any provision of this Contract proves to be or become invalid or unenforceable after entering into this Contract, such fact will not invalidate or render unenforceable the remaining provisions of this Contract, unless otherwise required by mandatory provisions of the law. The Parties undertake to replace such an invalid or unenforceable provision with a valid and enforceable provision that is closest in content to the purpose of the invalid or unenforceable provision.
11. Any disputes between the Parties arising out of or relating to the provisions of this Contract will always be resolved amicably by mutual agreement first. If an amicable solution is not reached within a reasonable time, either Party will have the right to submit the matter to the court of competent jurisdiction. In accordance with Section 89a of Act No. 99/1963 Sb., the Civil Procedure Code, as amended, the Customer's general court is declared to be the court with local jurisdiction to hear disputes arising from this Contract.
12. The following annexes form an integral part of the Contract:
* Annex 1 - Technical Specifications
1. This Contract is drawn up in two copies, of which each Party will receive one copy after the signature, provided that the Contract is not concluded as an electronic original with digital signatures of the representatives of the Parties.
2. This Contract contains a complete statement of the subject matter of the Contract and of all matters which the Parties have intended and intend to set out in this Contract and which they consider important to the binding nature of this Contract. No representation made by the Parties in the negotiation of this Contract or any representation made after the execution of this Contract are construed contrary to the express provisions of this Contract and create any obligation on the part of any Party.
3. The Parties declare that they are aware of all the legal consequences of this Contract, agree to all its provisions, which they have read in detail, and attach the signatures of their authorised representatives as evidence of their free and genuine will.

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| In Ostrava  | In on  |
| ......................................................................**VSB - Technical University of Ostrava**prof. Ing. Igor Ivan, Ph.D.Rector | ...................................................................... |

Annex 1 - Technical Specifications