

# Purchase Contract

(Hereinafter referred to as the "Contract")

According to Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code,  
as amended, (hereinafter referred to as the "**Civil Code**")

## 1. Contracting Parties

**1.1. Buyer:** **ALFA CHROM servis s.r.o.**  
Registered office: Zahradní 2010/46E, 792 01 Bruntál  
Represented by: Aleš Koutný, company executive  
Trader id. number: 26839253  
Tax ID: CZ26839253  
(Hereinafter referred to as the "**Buyer**")

**1.2. Seller:** **FIDIA S.p.A**  
Registered office: Corso Lombardia 11  
10099 San Mauro Torinese, Italy  
Represented by: Ing. Jiří Večerek  
Technical Agent: Ing. Jiří Večerek  
Trader id. number: 05787820017  
OR: C.C.I.A.A. R.E.A. of Torino n. 735673  
Banking: UNICREDIT SPA  
10036 Settimo Torinese TO, Italy  
IBAN: IT 74 J 02008 01178 000000790986  
Swift-code: UNICRITMMON2  
Telephone: +420 739331709  
E-mail: j.vecerek@fidia.de

(Hereinafter referred to as the "**Seller**")



*[Handwritten signatures]*

The two Contracting Parties conclude this Contract after mutual discussion and consent:

## 2. Subject of the Contract

- 2.1. The basis for the conclusion of this Contract is the bid of the Seller, submitted in a tender called "**Supply of 5D CNC Milling Machine**" (hereinafter referred to as "Tender"), awarded under OPPIK's Supplier Selection Rules.
- 2.2. The Seller hereby undertakes to deliver the Goods referred to in Article 3 of this Contract under the terms and conditions stipulated herein to the Buyer, and to transfer the ownership to such Goods to the Buyer.
- 2.3. The Buyer undertakes to take over the Goods and pay the agreed purchase price for them in the manner and within the term set by this Contract.
- 2.4. The subject matter of delivery will be co-financed from the project implemented under the **Operational Program Enterprise and Innovation for Competitiveness**.

## 3. Subject of purchase

- 3.1. The subject of the purchase is a **5D CNC milling Machine** (hereinafter referred to as "Goods" or "Machine") specifications of which, including technical parameters, are listed in Annex 1 to this Contract.
- 3.2. A part of the subject matter of delivery is also all the documents required by law to use the subject of the purchase - Goods. The Seller declares that the subject of the purchase meets all the conditions laid down by law for its use and that it submits to the Buyer all the documents necessary to operate the subject of purchase for which the Seller is liable to the Buyer.
- 3.3. The subject of the purchase under this Contract is further:
- Transportation to the place of performance
  - Placing of the Machine on the prepared base, anchoring and balancing of the Machine horizontally
  - Training of the operator
  - Handing over the accompanying documentation (manuals) in the Czech language

## 4. Purchase price and payment terms

- 4.1. The total price for the subject of performance is:

**556.017,00** EUR excluding VAT

The purchase price determined in this way is set as the highest acceptable and final and covers the whole subject matter of delivery hereunder. The legal VAT rate will be added to the price according to the applicable legal regulations.



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- 4.2. The Buyer undertakes to pay the purchase price on the basis of invoices issued by the Seller and delivered to the Buyer under the following mechanism:
- **The first invoice amounting to 70% of the price is issued by the Seller after delivery of the Goods.**
  - **The second amounting to 30% of the price is issued by the Seller after the Machine is installed** (Placing of the Machine on the prepared base, anchoring and balancing of the Machine in a horizontal position) **and training of the operator.**
- 4.3. The invoice shall comply with the requirements of Section 435 of Act No. 89/2012 Coll., the Civil Code, and the requirements for a tax document pursuant to Section 28 of Act No. 235/2004 Coll., on VAT, and shall be sent by the Seller to the Buyer's address. **The invoice maturity is 30 calendar days.**
- 4.4. The Buyer shall be entitled to return an invoice before the expiration of the due date without paying the invoice that does not contain any of the requirements specified herein or has other defects in the content or if the bank details and the Seller's account number are set contrary to this Contract. If the Buyer returns an invoice, it shall indicate the reason. The Seller is obliged to correct or re-issue the invoice, according to the nature of the misstatement. When the Buyer returns an invoice, the original maturity period is cancelled. The entire maturity period (30 days) runs again from the date of delivery of the corrected or newly made invoice to the Buyer.
- 4.5. Payments shall essentially be made in a non-cash form to the Seller's bank account specified in the Contract. The change of the bank details and the Seller's account number may be made only by a written amendment hereto or by a written notice verifiably delivered to the Buyer, at the latest together with the relevant invoice.
- 4.6. The invoice is considered to be paid in time if the invoiced amount is debited from the Buyer's account at the latest on the due date of the invoice.

## 5. Place and time of performance and delivery terms

- 5.1. The place of performance is the place of the Buyer's seat.
- 5.2. The Seller is obliged to deliver the Goods **by 1 December 2017 at the latest.**
- 5.3. After the Goods are delivered, **30 day trial operation shall commence.**
- 5.4. Deliveries are deemed to be fulfilled under this Contract if:
- the Goods have been properly handed over, including the relevant documentation,
  - the Machine has been positioned on the prepared base, anchored and balanced horizontally,
  - the operator has been trained,
  - the Goods have been handed over and accepted by the Buyer at its registered office in the form of a takeover note.
- 5.5. Upon completion of the delivery of the Goods, a takeover note shall be made, containing the following particulars:
- the name and registered office of the Seller and the Buyer,
  - labeling of delivered Goods including serial number,
  - date of delivery.
- 5.6. The takeover note shall be signed by authorized representatives of both Contracting Parties, and the signing of the takeover note means the handover and takeover of the Goods has been performed and the subject of delivery has been delivered.





## 6. Liability for defects, quality guarantee, service

- 6.1. The Seller is responsible for ensuring that the Goods delivered and handed over under this Contract are fully operational at the delivery date and meet the technical parameters listed in Appendix 1 to this Contract. The Seller accepts the warranty below for the quality of the Goods delivered under this Contract. **The warranty period for the subject of performance is 24 months from the date of handover and takeover of the Goods.** The warranty period starts on the date of handover of the Goods under this Contract.
- 6.2. The warranty does not apply to consumables and defects caused by the culpable actions of the Buyer or by force majeure.
- 6.3. The response time for service technicians to get to the Buyer in the event of a notification of a defect is (on working days) **48 hours from the notification.**
- 6.4. Notification of a defect shall be done by e-mail sent to the e-mail address service.cz@fidia.it or by phone on the phone number +420739331709 which will be operational on working days min. from 7:30 to 16:00.
- 6.5. If the defect (failure) of the Goods occurs during the warranty period and if a warranty repair is required (i.e. it is not a defect caused by the Buyer's culpable behavior or due to force majeure), the Buyer is not obliged to pay the technical service, and Seller bears the costs.

## 7. Contractual penalty and default interest

- 7.1. It was agreed by the Contracting Parties that if the Buyer is in default with the payment of the performance price agreed under this Contract, the Buyer is obliged to pay default interest in the amount of 0.05% of the amount due for each, even commenced day of default.
- 7.2. If the Seller is in default in performance under this Contract, it is obliged to pay the Buyer a contractual penalty of 0.05% of the total purchase price for each, even commenced day of delay in delivery.
- 7.3. If the Seller is in delay with the arrival of the service technicians to the Buyer in the event of a notification of a defect (according to Article 6.3 of this Contract), it is obliged to pay to the Buyer a contractual penalty of CZK 500 for each, even commenced hour of delay after the determined response time.
- 7.4. Claiming a contractual penalty under this Contract shall not prejudice any claim for damages that the Buyer shall incur after a breach of obligations on the part of the Seller.
- 7.5. The contractual penalty shall be payable within 30 days of the delivery of its statement to the liable Contracting Party.

## 8. Duration and termination of Contract

- 8.1. This Contract is concluded for a fixed term, no later than the time of fulfillment hereunder.
- 8.2. The Contracting Party affected by a breach of duty may unilaterally withdraw herefrom for a serious breach hereof, when a material breach hereof means in particular:
  - a) on the part of the Buyer - failure to pay the purchase price hereunder by the Buyer in the period of 30 days after maturity of the relevant invoice,



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- b) on the part of the Seller - if the Seller fails to deliver the Goods in full compliance with Article 3 of this Contract, or within 3 weeks after expiry of the performance deadline specified in Article 5.2. of this Contract.
- 8.3. The Contracting Party affected by the breach of obligations shall be obliged to notify the other Contracting Party in writing of its withdrawal.

## 9. Miscellaneous

- 9.1. The Contracting Parties agree that ownership of the delivered subject of the Contract is acquired by the Buyer at the moment of delivery by the Seller under the terms hereunder as soon as the takeover note is signed. At this point, the risk of accidental destruction passes to the Buyer.
- 9.2. The Contracting Parties undertake to cooperate with each other and to provide all information necessary for the proper fulfillment of their mutual obligations. The Contracting Parties are required to inform the other Contracting Party of any facts which are or may be important for the proper performance of this Contract.
- 9.3. The Contracting Parties have agreed that all information they provide to each other is identified as confidential and none of the Contracting Parties is authorized to provide it to a third party or use it contrary to their purpose for their needs.
- 9.4. The Buyer agrees to allow access to the designated Seller's personnel to its premises in order to fulfill this Contract and also for subsequent repairs and servicing.
- 9.5. Legal relations not regulated hereby, as well as legal relations arising here from shall be governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code and other legal regulations of the Czech Republic.
- 9.6. It is agreed that any disputes arising here from shall be resolved by the Contracting Parties by mutual agreement. Court jurisdiction is established in order to conduct proceedings concerning eventual contested claims. The governing law is the law of the Czech Republic.
- 9.7. For the purposes of this Contract, a request or a notice sent by email to agreed addresses shall be deemed to have written form.

## 10. Final Provisions

- 10.1. The Seller is obliged to allow all entities authorized to carry out the inspections of the project, from the funds of which the delivery is paid, to check the documents relating to the performance of the Contract for the period stipulated for archiving of such documents by the Czech legislation (Act No. 563/1991 Coll., on Accounting, as amended, and Act No. 235/2004 Coll., on Value Added Tax, as amended).
- 10.2. The Seller is required to include mandatory publicity features under the terms of the EU Structural Funds on all printed documents created in connection with the subject of purchase (not applicable to internal accounting documentation, etc.). These mandatory publicity features shall be communicated and made available to the Seller upon its request by the Buyer.
- 10.3. The Seller is obliged to provide the inspection authority with full tax records upon request during an inspection. **Seller is, subject to the provisions of Section 2 e) of Act No. 320/2001 Coll., on Financial**



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**Control in Public Administration and on Amendment to Certain Acts (Act on Financial Control), as amended, a person obliged to cooperate in the performance of a financial inspection.**

- 10.4. The Seller acknowledges that the payment of the price for the subject of performance shall be made using the subsidy funds received by the Buyer and shall be subject to inspection in terms of reporting the purposefulness of their drawdown. The Seller undertakes to compensate the Buyer for any damages and costs incurred or to be incurred if, due to a breach of this Contract by the Seller, the Buyer shall have the obligation to reimburse the subsidy or a part thereof provided to pay the price for the subject of performance to its Provider, including penalties, if any, as a result of violation of the rules governing the handling of public funds. This applies similarly if the Seller prevents the proper inspection by the authorities authorized to check the purposefulness of the use of the subsidy funds, or if it fails to present the required documents to these authorities.
- 10.5. During the performance of the Contract as well as after its termination, the Seller undertakes to keep confidentiality about all the facts it has learned from the Buyer in connection with the performance of the Contract.
- 10.6. This Contract may be amended or supplemented only by agreement of the Contracting Parties, in the form of a written numbered supplement.
- 10.7. The Contracting Parties declare that they have read this Contract and that it has been negotiated after a mutual discussion according to their free will, certainly, seriously and comprehensibly.
- 10.8. This Contract was drawn up in two counterparts, each Contracting Party shall receive one counterpart.
- 10.9. Appendices are an integral part of this Contract:

**Appendix 1 - Technical Specifications**

**Seller**

Ing. Jiří Večerek  
FIDIA S.p.A

Signed in Hannover on 20.9.2017

**Buyer**

Aleš Koutný, company executive  
ALFA CHROM servis s.r.o.

Signed in Hannover on 20.9.2017



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### Appendix 1 - Technical Specifications

Technical parameter	Minimum customer required parameter	Parameter offered by the Bidder (Seller) <sup>1</sup>
X-axis travel	Min. 850 mm	1650 mm
Y-axis travel	Min. 750 mm	750 mm
Z-axis travel	Min. 750 mm	850 mm
Tilting axis	- 110/+95° (A-axis)	- 110/+95° (A osa)
Rotary axis	+200/-200°	+200/-200°
Rotary axis - rotary table	n x 360° (continuous rotation)	n x 360° (continuous rotation)
Maximum workpiece size	Min. ø 1400 mm	ø 1420 mm
X, Y-axis rapid traverse/work feed	30m/min	30m /min
Z-axis Rapid traverse/work feed	30m/min	30m /min
Tilting fast	15 rpm	15 rpm
Rapid movement of rotation	10 rpm	10 rpm
X, Y, Z axis max. acceleration	Min. 4 m/s <sup>2</sup>	4 m/s <sup>2</sup>
Motor spindle	HSK-A100	HSK-A100
Performance	Min. 65kW/50 kW (under load 40/100 %)	65/50 kW (under load 40/100 %)
Revolutions	Min. 15 000 min <sup>-1</sup>	15 000 min <sup>-1</sup>
Torque	Min. 120 Nm/90 Nm (under load 40/100 %)	124 Nm/95,5 Nm (under load 40/100 %)

<sup>1</sup> The Goods offered by the Bidder shall comply with all the aforementioned requirements of the Ordering Party. If the Bidder fails to comply with a minimum required value in one of the technical parameters, its offer shall be excluded and the Bidder shall be excluded from the tender procedure.



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Work table	Min. 2000 x 1200 mm	2000 x 1250 mm
Max. rotation diameter	ø 1200 mm	ø 1420 mm
Max. table weight	Min. 1 500 kg	3 500 kg
Tool changer HSK-A100	Min. 40 positions	40 positions
Kinematics control and correction system	YES	ANO
Machine weight (cast iron frame)	Min. 15 000 kg	17 300 kg
Max. tool length in the tray	Min. 300 mm	300 mm
As a part of the delivery, the accessories and the Machine's service packs are also required for immediate operation after installation	yes	ANO



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