



Purchase contract

On the day, month and year set out below, the Parties:

National Stud at Kladruby nad Labem (Národní hřebčín Kladruby nad Labem)

state contributory organisation

with its registered office at Kladruby nad Labem 1, 533 14 Kladruby nad Labem, CZ

IČ (Id. No.): 72048972

DIČ: CZ72048972

represented by: Ing. Jiří Machek, director

bank account number: 5039561/0710, Česká národní banka

a person authorised to act for the buyer in relation to the performance of the public contract: TO BE FILLED BY BUYER

e-mail: TO BE FILLED BY BUYER, tel.: TO BE FILLED BY BUYER

(hereinafter referred to as "Buyer") on the one hand

and

TO BE FILLED BY SELLER

Registered office TO BE FILLED BY SELLER

IČ (Id. No.): TO BE FILLED BY SELLER

DIČ: TO BE FILLED BY SELLER

represented by TO BE FILLED BY SELLER

bank account number: TO BE FILLED BY SELLER, TO BE FILLED BY SELLER

e-mail: TO BE FILLED BY SELLER, tel.: TO BE FILLED BY SELLER

(hereinafter referred to as "Seller") on the other hand

have concluded this

Purchase contract

I.

Subject of the contract

The Seller is obliged to deliver to the Buyer 4 pcs of Victoria type carriages with the following technical specifications:

- the exterior of the carriages will be painted with acrylic or metallic paint
- the retractable roof and upholstery of the carriages will be made of leather or imitation leather
- front and rear elliptical springs
- hydraulic brakes
- mechanical brake
- a yoke for two horses
- carriage lamps
- wooden suitcase



- the design and technical condition of the carriages must meet the requirements for regular horse hitching and road travel.
1. The buyer is obliged to take delivery of the 4 pcs Victoria type carriages duly delivered and to pay the agreed purchase price for them.

II. Terms of delivery

1. 4 pcs of Victoria type carriages shall be delivered by the Seller to the Buyer at the address of the Buyer's registered office no later than within 6 months from the moment of the entry into force of this contract.
2. If the Seller is in delay with the delivery of the subject of purchase, the Buyer has the right to get paid a contractual penalty in the amount of CZK 200.00 for each even started calendar day of delay.

III. Price

1. The parties agree that the total purchase price is agreed as follows:

Item	Total purchase price in CZK		
	without VAT	VAT	included VAT
4 pcs of Victoria type carriages	TO BE FILLED BY BUYER	TO BE FILLED BY BUYER	TO BE FILLED BY BUYER

IV. Terms of payment

1. The invoice will be issued after **proper delivery of the subject of purchase** with a due date of at least **40** calendar days from the delivery of the invoice to the Buyer. The invoice will be delivered to the Buyer within **10** calendar days of the handover and acceptance of the subject of purchase without any defects.
2. The invoice for the month of November must be submitted to the buyer **no later than 5 December** of the same year. For the consecutive calendar months of December, January and February, one summary invoice will be issued by the Seller and submitted by the Seller to the Buyer for payment in the immediately following month, i.e. March.
3. The basis for issuing and an integral part of the accounting document must be a handover report agreed and confirmed by the Buyer, which shall be drawn up by the Seller.

V. Warranty

The Seller warrants to the Buyer that all 4 carriages will be free from any defects. Carriages are defective if they do not correspond to the result required by this contract, the purpose of their use, or if they do not have the characteristics expressly provided for in this contract or generally applicable regulations. The Seller shall be liable for defects that are detected within the guarantee period, which is set at **24 months** from the date of acceptance of

the object of purchase without apparent defects - from the date of signing of the handover protocol by both parties.

XII. Final provisions

1. This Agreement may be amended or supplemented only by written amendments signed by both Parties.
2. For the avoidance of doubt, the Seller expressly confirms that it is an entrepreneur, concluding this contract in the course of its business, and therefore the provisions of § 1793 of the Law No. 89/2012 Coll.Civil Code and § 1796 of the Law No. 89/2012 Coll.Civil Code do not apply to this contract.
3. The Seller undertakes to allow all entities authorised to carry out checks to inspect documents related to the performance of the contract for the period of time specified by the Czech legislation for their archiving (especially Act No. 563/1991 Coll., Act on Accounting, as amended, and Act No. 235/2004 Coll., Value Added Tax Act, as amended).
4. Pursuant to § 2(e) of Act No. 320/2001 Coll., as amended, the Seller is a person obliged to cooperate in the performance of financial control. The Seller acknowledges that the Buyer is the final recipient of the state budget subsidy for the financing of the Contract.
5. This Agreement shall be concluded on the date of its signing by the authorised representatives of both Parties.
6. The Buyer is an obliged entity pursuant to § 2(1) of Act No. 340/2015 Coll., Act on the Register of Contracts. By signing the contract, the Seller consents to the publication of the contract, as amended and supplemented, in the manner provided for in § 5 of the aforementioned Act, unless the Seller expressly denies such consent with reference to trade secrets or other facts provided for by law. Publication of the contract and metadata in the register of contracts shall be ensured by the Buyer.
7. In accordance with § 6 of Act No. 340/2015 Coll., Act on the Register of Contracts, the contract shall become effective on the date of its publication in the manner provided for in § 5 of the aforementioned Act.
8. By signing the contract, the Seller agrees to provide all the information contained in the contract and those that will be subsequently provided by the Seller, in accordance with Act No. 106/1999 Coll., Act on Free Access to Information, as amended, unless this consent is expressly denied with reference to trade secrets or other facts provided for by law.
9. The personal data of the data subject (natural person) are processed by the National Stud Kladruby nad Labem in accordance with the relevant currently valid and effective legal regulations of the Czech Republic and the European Union, in particular Act No. 110/2019 Coll, Act on the Processing of Personal Data, and the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data. More detailed information regarding the processing of personal data and the legal grounds on which the processing is based, including the rights of the data subject, is provided in the current version of the Processing and Protection of Personal Data document available on the website of the National Stud Kladruby nad Labem or at its headquarters.
10. If the Seller handles personal data in connection with the performance of this Agreement, the Seller is responsible for ensuring that any handling of such personal data by the Seller is in accordance with the relevant currently valid and effective legislation of the Czech Republic and the European Union, in particular Act No.



110/2019 Coll, Act on the Processing of Personal Data, and the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and the free movement of such data.

11. This Agreement shall be drawn up in four copies, two of which shall be given to each Party. / This contract is concluded electronically and as such is drawn up in 1 (one) original.

Kladruby nad Labem
date

[TO BE FILLED BY SELLER]
date [TO BE FILLED BY SELLER]

Ing. Jiří Machek, director
Buyer

[TO BE FILLED BY SELLER]
Seller