

CONTRACT FOR SALE OF GOODS No. No. of of the Contract

Повне найменування (Eng.) with its principal office Адреса місцезнаходження (юридична адреса) (Eng.) represented by Посада представника (Eng.) ПІБ представника (Eng.), on the basis of Підстава діяльності представника (Eng.) (hereinafter referred to as the „Seller“ on the first side)

and

Повне найменування (Eng.) having its principal office at: Адреса місцезнаходження (юридична адреса) (Eng.) acting by: Посада представника (Eng.) ПІБ представника (Eng.) (hereinafter referred to as the „Buyer“ on the second side)

(Seller and Buyer referred to also as the “Contracting Parties” or separately each the “Contracting Party”)

have entered on the day, month and year as bellow, pursuant to the United Nations Convention on Contracts for the International Sale of Goods (hereinafter referred to as “Convention”), into the following

I.

Subject-matter of the Contract

The Subject-matter of this Contract is particularly the obligation of the Seller to deliver goods specified in the Exhibit No. 1 hereto to the Buyer and to transfer the property in goods to the Buyer under the terms and conditions herein and the obligation of the Buyer to accept the delivered goods from the Seller and to pay the agreed purchase price.

II.

Sale of Goods

1. The Seller hereby agrees to deliver the Buyer goods (movables) specified in Exhibit No. 1 hereto (hereinafter referred to as the „Goods“) and in the time, quality and quantity specified

in Exhibit No. 1 hereto. The Buyer shall collect the Goods and pay Seller for Goods the purchase price specified in the Article III. hereof.

2. The Seller fulfils his obligation to deliver the Goods when the Goods have been made available to the Buyer at the place of business of the Seller. The Parties have agreed that the Buyer shall arrange for carriage of the Goods from the place of business of the Seller through a carrier the name of which Buyer shall notify Seller. The Seller shall arrange the loading of Goods, and the Goods shall be packed in the manner set forth in Exhibit No. 2. Unless otherwise expressly provided herein, the Goods shall be packed in manner adequate to protect the Goods.

3. The Seller shall deliver the Goods to Buyer's carrier on **delivery date** during regular working hours (08.00 to 16.00 hours). Seller shall notify Buyer regarding the delivery of Goods to carrier by fax message sent to phone No. **Телефон основной** or **telephone of recipient**.

4. The title in the Goods shall pass to Buyer immediately upon delivery of Goods to the Buyer's carrier. Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery.

5. The Buyer hereby declares he received all information regarding the Goods necessary to arrange insurance coverage.

6. Seller shall send the Buyer documents related to the Goods within 10 days after delivery of Goods and at the Buyer's address set out in herein.

III.

Purchase Price

1. The Buyer shall pay the Seller the purchase price of the goods specified in Exhibit no. 1 to this Agreement (hereinafter referred to as the „Purchase Price“).

2. The Purchase Price shall be due upon the invoice issued and sent by the Seller not later than **10 (ten) days** from delivery and collection of Goods by the Buyer. The invoice shall be payable not later than **due date for payment invoice (zero)** days from the issue of the invoice by Seller.

3. If the Buyer fails to pay the purchase price, the Seller shall have the right to default interest at the rate of 0,1 % % of outstanding amount for each day of default without prejudice to any claims for damage pursuant to the Article 74 of the Convention.

IV.

Product Liability

1. The Seller shall be liable for any lack of conformity in Goods which exists at the time when the risk passes to the Buyer and which occurs within 24 months from the date of delivery of Goods by the Buyer's carrier. The Seller declares that the Goods during a period of 24 months from the date of collection by the Buyer's carrier will remain fit for the purposes for which the Goods would ordinarily be used or during this period will retain specified qualities (hereinafter referred to as the „Warranty Period“).

2. The Seller shall not be responsible for the defects arising out of the failure to follow operation instructions, for the defects caused by improper storage after the Goods were delivered or for the defects caused by circumstances that were beyond the reasonable control.

3. The Buyer shall, immediately upon delivery of the Goods by the carrier, duly examine the Goods and if the defects of Goods were apparent upon the collection of Goods, the Buyer shall promptly give notice on this to the Seller.

4. Should the Buyer discover any defects during the Warranty Period, the Buyer shall give written notice of the defect to the Seller and not later than within 15 days after such defect had been detected. In a written notice specifying the defects he shall have the following options:

- replace of defective Goods by delivery of non-defective Goods;

demand to- repair the defective Goods if the defects are repairable;

demand- appropriate Purchase Price reduction; or

to withdraw from the- Contract.

5. The Seller, upon receipt a notice from the Buyer stating the defect, promptly shall give a written statement and reply whether he accepts the claim for defects or not.

VI.

Exclusion of Liability

1. A party is not liable for a failure to perform any of his obligations if he proves that the failure was due to an impediment beyond his control and that he could reasonably be expected to have taken the impediment into account at the time of the conclusion of the Contract or to have avoided or overcome it or its consequences. The exemption provided by this Article has effect for the period during which the impediment exists.

2. The non-performing party shall give prompt written notice to the other party of the reason for its failure to perform and the extent and duration of its inability to perform.

VII.

Arbitration Clause

All the disputes resulting from this agreement or in conjunction with it, will be decided finally in the arbitration procedure before one arbitrator, registered in the list of arbitrators of Czech Arbitration Centre s.r.o., ID 281 63 427, Klatovská 515/169, 321 00 Plzeň – Litice and registered in the list of arbitrators of Ministry of Justice Czech Republic, reg. nr. 69 and appointed in accordance with Act No. 216/1994 coll. of Laws, on Arbitration Procedure and Execution of Arbitration Awards, and with the Proceeding Rules of Czech Arbitration Centre announced at it's websites www.arbitrators.cz. The parties authorize the arbitrator to settle the dispute based on the principles of natural equity. Compensation for arbitration costs (including the expenses of the contractual parties) will be awarded by the arbitrator based on the principle of success in the dispute.

VIII.

Final Provisions

1. This Contract shall enter into force and shall take effect on the day when it is executed.

2. The Contracting Parties hereby agree that entering into this Contract and performing duties under this Contract have been duly approved by the relevant company bodies of the Contracting Parties in a compliance with legal regulations, by-laws and other internal regulations of the Contracting Parties; and no other approval or consent shall be required.

3. The Contracting Parties agrees to respect the legitimate interests of the other Party, shall conduct in accordance with the purpose of this Contract and shall not counteract such purpose and they shall perform all legal and other actions that may prove necessary to reach the purpose of this Contract.

4. All documents in writing shall be mailed at the address of the Contracting Parties set forth in the heading of this Contract unless either of the Contracting Parties shall give a written notice to the other Party on changing its address. Whatever papers the delivery of which is required, assumed or is made available by this Contract and regardless of any other available way allowed by the legal regulations to prove such a delivery, shall be deemed to have been served if such had been delivered to the other Contracting Party at the address set forth in the heading of this Contract or at the address noticed in written form by either Contracting Party to the other Party.

5. Any changes and amendments to this Contract shall require a written form.

6. If any provision of this Contract is determined to be invalid or unenforceable, the validity or enforceability of the other provisions either of this Contract as neither a whole nor other provisions will be affected unless such an invalid or unenforceable provision is severable. Contracting Parties hereby agrees to supersede such an invalid or unenforceable provision by a new valid and forceable provision that most closely matches the intent and the purpose of the original provision.

7. This Contract and the relations arising from shall be governed by the Law of the Czech Republic, particularly by the United Nations Convention on Contracts for the International Sale of Goods.

8. This Contract had been made in two duplicates whereby each Contracting Party shall retain one copy each.

Done in Prague on date of signing by the Seller	Done in Prague on date of signing by the Buyer
For the Seller	For the Buyer
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ПИБ представителя (Eng.)	ПИБ представителя (Eng.)
Посада представителя (Eng.)	Посада представителя (Eng.)

