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## **PURCHASE CONTRACT**

**Registered with Seller under No. EU-01/2014,**

**Registered with Purchaser under No. ....**

concluded pursuant to Section 409 of the Act No. 513/1991 of the Collection of Laws, Commercial Code, and on Amendment and Supplement of Some Laws as amended by later regulations, between the following Parties to the Contract

### **Article 1**

#### **PARTIES TO THE CONTRACT**

##### **1.1 Seller**

Name: **Leica Geosystems AG**  
 Registered office: Heinrich-Wild-Strasse, 9435 Heerbrugg, Switzerland  
 Authorised representative: Corporate agents  
 Represented by: André Schwarz / Lukas Koller  
 Incorporation No. (IČO): CH-320.3.000.401-5  
  
 VAT identification No. (IČ DPH): 444 212  
 Bank connection: Credit Suisse AG, Zürich  
 SWIFT: CRESCHZZ80A  
 IBAN: CH50 0483 5017 8000 2100 0  
 Registered with: registered with the Commercial  
 Register of the Canton of St. Gallen, Switzerland  
**Hereinafter referred to only as „Seller“**

##### **1.2 Purchaser**

Name: **GEOTECH Bratislava s. r. o.**  
 Registered office: Černyševského 26, 851 01 Bratislava, Slovak Republic  
 Authorised representative: Corporate agents  
 Represented by: Ing. Ivan Lovíšek  
 Representative in technical issues: Marián Blaško  
 Incorporation No. (IČO):: 45948992  
 Tax identification No. (DIČ): 2023174417  
 VAT identification No. (IČ DPH): SK2023174417  
 Bank connection: TATRA BANKA, a. s., SWIFT: TATRSKBX  
 Account No.: 2920906840/1100  
 IBAN: SK73 1100 0000 0029 2090 6840  
 Registered with: Commercial Register of the District Court of Bratislava I., Part  
 Sro, Enrolment 70020/B  
**Hereinafter referred to only as :Purchaser“**

### **Article 2**

#### **SUBJECT TO THE CONTRACT AND PRICE**

**2.1** Subject to this Contract is delivery of goods pursuant to the following specification and purchase price:



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Part B:	
Distancemeter 763494 Leica DISTO D2	1
Distancemeter 783648 Leica DISTO D210	1
Distancemeter 790656 Leica X310	1
Distancemeter 792290 Leica DISTO D510	1
723777 Laser glasses Leica GLB30	1
723774 Leica GZM27 target plate	1
667169 Softbag for Disto	1
778359 Leica TA360 adapter for Disto D3, D3a, D5 a D8	1
Leveling instrument 641985 Leica NA730	1
399244 GST05 Wooden Tripod	1
663131 Leica BTL5D 4m Alluminium Telescopic Level Staff	1
Receiver 789924 ROD-EYE Digital	1
Dévice 733073 Leica Rugby Wallmount Bracket	1
739870 Leica telescope for Rugby	1
Laser sight 790509 Line and Dot lasers Leica LINO L360	1
Line laser 777069 Leica LINO L2P5	1
Line laser 757225 Leica LINO L2	1
Line laser 777067 Leica LINO P3	1
761762 Leica CLR290 clamb rod	1
777072 Clips adapter Leica for Lino	1
758839 Wall mounting bracket for Leica Line laser	1
667301 Leica GST120-9 Wooden Tripod	1
Receiver 773569 Leica LMR240	1
667307 Tribrach Leica GDF122/professional	1
757761 Leveling code rod GTL4m	1
632313 Industrial leveling rod GWCL92	1
563733 Invar leveling code ratio GWCL60	1
725566 GZR103 carrier with Optical Plummet	1
Software Leica 3D Disto for Windows	1

**2.2** Subject to the Contract will be co-financed on funds provided to the Purchaser from a grant by the Ministry of Education, Science, Research and Sports of the Slovak Republic represented by the Agency of the Ministry of Education Science, Research and Sports of the Slovak Republic for EU structural funds (hereinafter referred to only as „Provider of grant“) based on the Contract on Provision of Grant (hereinafter referred to only as „Contract on Grant“) for the project GEOTECH, Operation programme of Education, Priority Axis 2 „Retraining as a Tool of Human Resources Development,





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Measure 2.1 „Support to Retraining, Code of Call OPV/2013/2.1/04-SORO (hereinafter referred to only as „Project“).

### Article 3

#### RIGHTS AND OBLIGATIONS OF PARTIES TO THE CONTRACT

**3.1** Seller undertakes to deliver Purchaser the goods within 30 days since acceptance of a binding order.

**3.2** Seller provides warranty service lasting 24 months.

**3.3** Handover and takeover of devices, software and technology will be confirmed by Seller and Purchaser in a written record.

### Article 4

#### PAYMENT CONDITIONS

**4.1** The purchase price agreed is: 7 613,10 EUR without VAT

**4.2** Having supplied the goods, Seller will deliver Purchaser an invoice with the due date within 30 days od delivery of the document

**4.3** If Seller is in delay supplying the goods, Purchaser is entitled to charge the Seller a penalty amounting 0.035% of the purchase price for any commenced day of delay.

**4.4** If Purchaser is delayed in footing invoice, Seller is entitled to charge the Paurchaser a penalty amounting 0.035% of the invoiced amount.

**4.5** Payment will be performed based on an invoice that has to contain (keeping further possible legal essential elements):

- Trade name of Seller, address of its registered office, place of business and, as the case may be, operation premises, its VAT identification No.;
- Bank connection of Seller (name and address of the Seller's bank, SWIFT code);
- Account No. (in the form of IBAN),
- Name of Purchaser, address of its registered office, place of business and, as the case may be, Purchaser's operation premises and its VAT identification No., if assigned to it;
- Sequence No. of the invoice;
- Date of supplying the business objective, if it can be identified and if it differs from the date of making out the invoice;
- Date of making out the invoice;
- Amount and kind of the goods supplied;
- Tax base, unit price, unit price net of tax as well as discounts and rebates, if not comprised in the unit price;
- Tax rate, datum on exemption from tax or in cases, where Seller does not apply VAT in the invoice due to other reasons, information on a person obliged to pay VAT showing the appropriate provision of legal regulations that justifies it;
- Total size of tax in the EUR currency;
- Total amount required for payment in the EUR currency rounded to two decimal positions;
- No. and name of the Contract;
- Name of the SF Project (GEOTECH) with ITMS No. 26120130073.

### Article 5

#### CONCLUDING PROVISIONS



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**5.1** The Contract may be amended only based on an agreement by the Parties to the Contract, particularly in writing in the form of an attachment.

**5.2** For the relationships not arranged by this Contract, there apply appurtenant provisions of the Commercial Code 513/1991 Zb.

**5.3** The Contract has been made out in 9 original copies, of which the Purchaser will receive 7 pieces and the Seller 2 pieces. The Contract will become applicable as of the day of its being signed by either Party to the Contract and the Contract comes into effect upon fulfilment of condition precedent following a day after the date of publishing it on the web site of the company GEOTECH Bratislava s.r.o. in compliance with legal regulations of the Slovak Republic. Provisions, whose nature presumes a longer binding effect, remain applicable and effectual in compliance with the appurtenant provisions of this Contract. The condition precedent of the Contract consists in the fact the results of public procurement will be accepted by the Agency of the Ministry of Education, Science, Research and Sports of the Slovak Republic for EU structural funds according to Article 2 paragraphs 3 and 4 VZP (general contractual conditions).

**5.4** The Contract has been concluded for a definite period of up to 2 months since it becomes applicable and effectual upon meeting the condition precedent.

**5.5** Due to the fact that procurement of devices, software and technology will be co-financed on the funds provided to the Purchaser based on the Contract on Grant, Seller will be obliged to countenance performance of a review/audit/verification related to delivery of the equipment at any time during applicability and effectuality of the Contract on Grant, particularly by authorised persons in compliance with Article 12 of general contractual conditions of the Contract on Grant and to provide these persons with all necessary co-operation. Authorised persons are considered:

- a) Provider of the grant and persons committed by it;
- b) Unit of the subsequent financial audit and persons committed by it;
- c) Supreme Auditing Authority of the Slovak Republic, appurtenant Administration of Financial Audit, Certifying Authority and the persons committed by them;
- d) Auditing authorities, its co-operating bodies and the persons committed by them;
- e) Authorised representatives of the European Commission and European Court of Auditors.
- f) Persons invited by the authorities according to items a) to e) in compliance with appurtenant legal regulations of the Slovak Republic and European Union.

**5.6** Parties to the Contract declare to have acquainted with the Contract, agreeing with its contents, as a sign of which they attach signatures of their authorised representatives.

In Heerburg 30th of March 2014

In Bratislava, 24th of March 2014

Seller

Leica Geosystems AG  
André Schwarz / Lukas Koller

Purchaser

GEOTECH Bratislava s.r.o.  
Ing. Ivan Lovíšek, Corporate agent





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## **ADDENDUM Nr.1** **Purchase Contract Nr. EU-01/2014**

concluded pursuant to Section 409 of the Act No. 513/1991 of the Collection of Laws, Commercial Code, and on Amendment and Supplement of Some Laws as amended by later regulations, between the following Parties to the Contract

### **Article 1** **PARTIES TO THE CONTRACT**

#### **1.1 Seller**

Name:	<b>Leica Geosystems AG</b>
Registered office:	Heinrich-Wild-Strasse, 9435 Heerbrugg, Switzerland
Authorised representative:	Corporate agents
Represented by:	André Schwarz / Lukas Koller
Incorporation No. (IČO):	CH-320.3.000.401-5
VAT identification No. (IČ DPH):	444 212
Bank connection:	Credit Suisse AG, Zürich SWIFT: CRESCHZZ80A IBAN: CH50 0483 5017 8000 2100 0
Registered with:	registered with the Commercial Register of the Canton of St. Gallen, Switzerland

**Hereinafter referred to only as „Seller“**

#### **1.2 Purchaser**

Name:	<b>GEOTECH Bratislava s. r. o.</b>
Registered office:	Černyševského 26, 851 01 Bratislava, Slovak Republic
Authorised representative:	Corporate agents
Represented by:	Ing. Ivan Lovíšek
Representative in technical issues	Marián Blaško
Incorporation No. (IČO):	45948992
Tax identification No. (DIČ):	2023174417
VAT identification No. (IČ DPH):	SK2023174417
Bank connection:	TATRA BANKA, a. s., SWIFT: TATRSKBX Account No.: 2920906840/1100 IBAN: SK73 1100 0000 0029 2090 6840
Registered with:	Commercial Register of the District Court of Bratislava I., Part Sro, Enrolment 70020/B

**Hereinafter referred to only as :Purchaser“**

### **Article 2** **ADDENDUM**

The Parties have entered into a Purchase Contract (the „Contract“) registered with Seller under No. EU-01/2014, registered with Purchaser under No.....



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The Parties agree on the following amendments to the Contract which shall replace the respective provision of the Contract and which will supersede the terms of the Contract:

**2.1** Addendum to the contract change the system technical codes:

Part B	
Distancemeter 763494 Leica DISTO D2	1
723777 Laser glasses Leica GLB30	1

New system codes are:

Part B	
Distancemeter 762200 Leica DISTO D2	1
780117 Laser glasses Leica GLB30	1

**2.2** Due to the unavailability of items:

667307 Tribrach Leica GDF122/professional

the item is replaced by a newer model:

777509 Tribrach Leica GDF322

Model achieves better performance parameters for the price, which was the subject of public procurement.

### Article 3 CONCLUDING PROVISIONS

**3.1** This Amendment forms an integral part of the Contract. In case of conflict, the terms of this Amendment shall always prevail. This Amendment has been issued in the Slovak as well as in the English language. In case of conflict the English version shall prevail.

**3.2.** The Contract may be amended only based on an agreement by the Parties to the Contract, particularly in writing in the form of an attachment.

**3.3** For the relationships not arranged by this Contract, there apply appurtenant provisions of the Commercial Code 513/1991 Zb.

**3.4** The Contract has been made out in 9 original copies, of which the Purchaser will receive 7 pieces and the Seller 2 pieces. The Contract will become applicable as of the day of its being signed by either Party to the Contract and the Contract comes into effect upon fulfilment of condition precedent following a day after the date of publishing it on the web site of the company GEOTECH Bratislava s.r.o. in compliance with legal regulations of the Slovak Republic. Provisions, whose nature presumes a longer binding effect, remain applicable and effectual in compliance with the appurtenant provisions of this Contract.



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**3.5** Parties to the Contract declare to have acquainted with the Contract, agreeing with its contents, as a sign of which they attach signatures of their authorised representatives.

In Heerburg 30th of March 2014

In Bratislava, 24th of March 2014

**Seller**

Leica Geosystems AG  
André Schwartz / Lukas Koller

**Purchaser**

GEOTECH Bratislava s.r.o.  
Ing. Ivan Lovíšek, Corporate agent





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## **ADDENDUM Nr.2** **Purchase Contract Nr. EU-01/2014**

concluded pursuant to Section 409 of the Act No. 513/1991 of the Collection of Laws, Commercial Code, and on Amendment and Supplement of Some Laws as amended by later regulations, between the following Parties to the Contract

### **Article 1** **PARTIES TO THE CONTRACT**

#### **1.1 Seller**

Name:	<b>Leica Geosystems AG</b>
Registered office:	Heinrich-Wild-Strasse, 9435 Heerbrugg, Switzerland
Authorised representative:	Corporate agents
Represented by:	André Schwarz / Lukas Koller
Incorporation No. (IČO):	CH-320.3.000.401-5
VAT identification No. (IČ DPH):	444 212
Bank connection:	Credit Suisse AG, Zürich SWIFT: CRESCHZZ80A IBAN: CH50 0483 5017 8000 2100 0
Registered with:	registered with the Commercial Register of the Canton of St. Gallen, Switzerland

**Hereinafter referred to only as „Seller“**

#### **1.2 Purchaser**

Name:	<b>GEOTECH Bratislava s. r. o.</b>
Registered office:	Černyševského 26, 851 01 Bratislava, Slovak Republic
Authorised representative:	Corporate agents
Represented by:	Ing. Ivan Lovíšek
Representative in technical issues	Marián Blaško
Incorporation No. (IČO):	45948992
Tax identification No. (DIČ):	2023174417
VAT identification No. (IČ DPH):	SK2023174417
Bank connection:	TATRA BANKA, a. s., SWIFT: TATRSKBX Account No.: 2920906840/1100 IBAN: SK73 1100 0000 0029 2090 6840
Registered with:	Commercial Register of the District Court of Bratislava I., Part Sro, Enrolment 70020/B

**Hereinafter referred to only as :Purchaser“**

### **Article 2** **ADDENDUM**

The Parties have entered into a Purchase Contract (the „Contract“) registered with Seller under No. EU-01/2014, registered with Purchaser under No.....





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The Parties agree on the following amendments to the Contract which shall replace the respective provision of the Contract and which will supersede the terms of the Contract:

**3.1** Seller undertakes to deliver Purchaser the goods within 30 days since acceptance of a binding order, i.e. the receipt of the of the duly signed purchase contract by the seller.

**3.2** Seller provides warranty period lasting 24 months from the date of the invoice of the goods. Additional the terms of the International Limited Warranty of Leica Geosystems AG will apply which are attached to this contract. Any and all further rights or remedies are explicitly excluded.

**4.3** If Seller is in delay supplying the goods, Purchaser is entitled to charge the Seller a penalty amounting 0.035% of the purchase price for any commenced day of delay. In any case, this penalty will be the only remedy applicable in case of late delivery. All other rights, damages or remedies are explicitly excluded.

**5.2** Additionally to this Contract the provisions of the Distribution Agreement dated March 01, 2011 between the Parties which form an integral part of this Contract will apply. In case of conflict the terms of this Contract will prevail.

**5.7.** This Contract has been issued in Slovak and in English language. In case of conflict the English version shall always prevail.

### **Article 3 CONCLUDING PROVISIONS**

**3.1** This Amendment forms an integral part of the Contract. In case of conflict, the terms of this Amendment shall always prevail. This Amendment has been issued in the Slovak as well as in the English language. In case of conflict the English version shall prevail.

**3.2.** This Amendment may be amended only based on an agreement by the Parties to the Contract, particularly in writing in the form of an attachment.

**3.3** For the relationships not arranged by this Contract, there apply appurtenant provisions of the Commercial Code 513/1991 Zb.

**3.4** The Contract has been made out in 9 original copies, of which the Purchaser will receive 7 pieces and the Seller 2 pieces. The Contract will become applicable as of the day of its being signed by either Party to the Contract and the Contract comes into effect upon fulfilment of condition precedent following a day after the date of publishing it on the web site of the company GEOTECH Bratislava s.r.o. in compliance with legal regulations of the Slovak Republic. Provisions, whose nature presumes a longer binding effect, remain applicable and effectual in compliance with the appurtenant provisions of this Contract.



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**3.5** Parties to the Contract declare to have acquainted with the Contract, agreeing with its contents, as a sign of which they attach signatures of their authorised representatives.

In Heerburg 30th of March 2014

In Bratislava, 24th of March 2014

**Seller**

Leica Geosystems AG  
André Schwarz / Lukas Koller

**Purchaser**

GEOTECH Bratislava s.r.o.  
Ing. Ivan Lovíšek, Corporate agent