**CONTRACT ON PURCHASE OF MOVABLE PROPERTY**

PURSUANT TO SECTION 2079 ET SEQ. OF THE CIVIL CODE

Janáček Academy of Music and Performing Arts in Brno

Beethovenova 650/2, 662 15 Brno

Company ID No. 62156462, Tax ID No. CZ62156462

Bank details: KB Brno, Account Number: 27-0493900217/0100

Phone: 542 591 111, Fax: 542 591 140

(hereinafter referred to as the “Buyer”)

**Represented by:** JUDr. Lenka Valová, Registrar

and

**………………………………………………………………………………….…………………..…**

……………………………………………………………………………………………………………..

Company ID No. ……………..…….…….., Tax ID No. …………………..………

Business entity registered in ……………………………………………………………………………

Bank details: ……………………………………, Account Number: ………………………………………

Phone: ……………………….., Fax: ……………………………………

E-mail: ………………………………………………………………….

(hereinafter referred to as the “Seller”)

**Represented by:** ……………………………….........................................................

…………………………………………………………………..……….…….….

***(to be completed by the contractor)***

**conclude the following contract**

I.

Purpose of the contract

1. The Buyer buys the item which is the subject of the contract for the purpose of ensuring the buyer’s artistic instruction as a public university of the arts, in conditions most similar to real artistic practice within the framework of activity A3: Access to a university environment that is supported within the project “Improvement of infrastructure for the study program Musical Arts at JAMU”, project registration number: CZ.02.2.67/0.0/0.0/16\_016/0002246 co-financed from the Operational Programme Research, Development and Education.
2. The Seller declares that it is a business entity with the authorisation, expertise and experience required for the professional performance of its obligations from this contract in the highest quality, and undertakes to do so.

II.

Item which is the subject of purchase

1. The subject of purchase is the item or items defined in Annex No. 1 to this contract (hereinafter referred to as the “item”), which shall be delivered within the framework of the public contract “Double manual harpsichord after the original of Zell, Hamburg 1728”. The Seller declares that it is the exclusive owner of the item.
2. The Seller declares that:
   1. it is new,
   2. it is suitable for the purpose for which the Buyer purchases it, and for its usual purpose,
   3. it meets all the respective legal and technical standards,
   4. it is free of defects, whether factual, legal or other; in particular it is not encumbered by third party rights.
3. The Seller declares that it has become familiar with the Buyer’s requirements for the item, and that these do not have the nature of inadequate instructions, and that no item which the Buyer may have or will hand over for use has the nature of an inappropriate item, unless it was notified of this in writing within the public contract before concluding the contract.

**III.**

**Obligations of the contracting parties**

1. The Seller undertakes to deliver the item which is the subject of purchase to the Buyer and to allow the Buyer to acquire the proprietary right to it.
2. The Seller’s obligation to deliver the item also includes:
3. transport of the item to the place of delivery,
4. adjustment and tuning of the instrument,
5. performance of maintenance during the warranty period in the scope pursuant to Art. X Quality warranty,
6. handover of the documents required to use the item, in particular instructions for use in the Czech language, and any others pertaining to the item. The item shall be delivered by the Seller with all the original documentation, accessories and licensing documents, if such exist, meaning in the form provided by standard by the primary manufacturer. The Seller is obliged to hand over the instruction manual(s) in the Czech language to the Buyer with the item, if they are required for use of the item.
7. handover of delivery notes to the Buyer.
8. The Buyer undertakes to take over the item and pay the Seller the purchase price.

IV.

Handover and takeover

1. The place of performance is: Music Faculty, Komenského nám. 609/6, 662 15 Brno.
2. The Seller is authorised to hand over the item to the Buyer from ……. to ……..on any working day from 9:00 to 15:00. The Seller informs the Buyer of the chosen date at least 3 working days in advance.
3. The Buyer is not obliged to take over partial fulfilment, but it may do so.
4. The Buyer acquires proprietary right with handover of the item. If the Buyer claims defects in performance, the risk of damage is passed to the Buyer only upon removal of the defects.
5. Buyer’s contact person:
6. Ing. Kateřina Kopecká, tel.: 542 591 626, e-mail: kopecka@jamu.cz,
7. Prof. Barbara Willi Ph.D., phone: +420 542 591 619, e-mail: willi@jamu.cz
8. Seller’s contact person:
9. ……………………………………………………………………………………………………
10. ……………………………………………………………………………………………………

***(to be completed by selected contractor before signing the contract)***

V.

Purchase price

1. The contracting parties have agreed on a total purchase price equal to

Price excl. VAT CZK ………………………………

VAT rate 21% CZK ………………………………

Price incl. VAT CZK ………………………………

In words: …………………………………………………………………………………………………… Czech korunas.

***(to be completed by selected contractor before signing the contract)***

1. The agreed price is the fixed and maximum price. VAT shall be billed and paid in the lawful amount as at the date of taxable supply. Any other taxes, fees, customs duty and similar payments are borne by the Seller.
2. The purchase price includes all of the Seller’s costs for performance pursuant to this contract, even if they were not expressly stated in the contract. The Seller accepts the risk of change in circumstances.

VI.

Payment of the purchase price

1. The Buyer shall pay the purchase price after takeover of the item and removal of potential defects in the item claimed during takeover; the Seller does not have the right to earlier invoicing of the purchase price or the right to an advance on the purchase price or part thereof. If the Buyer takes over partial performance, the Seller is authorised to invoice the corresponding part of the purchase price.
2. The Buyer will pay the purchase price based on an invoice issued by the Seller with the requirements of a tax and accounting document. The Seller is obliged to quote the project number on the invoice. The Buyer will pay the purchase price within 30 days from the date when the Seller delivers the invoice. Attached to the invoice will be the delivery note and potential handover protocol.
3. The Buyer shall pay the purchase price via wire transfer to the Seller’s account specified in the header of this contract; if this account is not the account published by the tax administrator pursuant to the VAT Act as at the date of placing the payment order, then to the latter account. If there are several such account, then to the account which the Seller specified in writing, or to any of them at the Buyer’s discretion. If no bank account is published by the tax administrator, the Buyer is authorised to withhold payment until the 30th day after the Seller informs it in writing about the publication of a new account number.

VII.

Unreliable VAT payer

1. If the Seller becomes an unreliable VAT payer in the meaning of the VAT Act:
   1. it is obliged to inform the Buyer of this immediately, but at latest when providing the first subsequent taxable supply, and to disclose the necessary data for payment of VAT from the taxable supply directly to the respective tax administrator.
   2. The Buyer has the right to reduce any further payment to the Seller by VAT and to pay VAT from the given supply on behalf of the Seller.
2. The Seller who is or becomes a VAT payer is obliged to inform the Buyer in writing, immediately after conclusion of the contract or after becoming a VAT payer, of the bank account number published by the tax administrator, if this was not specified in the header of the contract, and to notify the Buyer in writing immediately of any changes in this data.

VIII.

Objections to invoicing

1. The Buyer is authorised to raise objections against invoicing within 10 days from the day when the invoice is delivered; by filing an objection, the course of the deadline for payment of the purchase price is interrupted. The Seller shall notify the buyer in writing about the handling of objections within 10 days from receiving them.
2. If the Seller finds the objections to be justified, the attachment to the notice will be a corrected invoice; if the Seller does not respond within the agreed deadline, it applies that it recognises the objections as justified. In these cases, a new deadline for payment of the purchase price of 30 days starts from delivery of the corrected invoice to the Buyer.
3. If the Seller does not recognise the objections, it shall state the applicable justification as to why it disagrees in the notice; in this case, the purchase price is due within 15 days from delivery of the notice with all the requirements to the Buyer.

IX.

Rights from defective performance

1. Regardless of whether the defective performance is a significant or insignificant violation of the contract, the Buyer has the right to choose:
   1. removal of the defect by delivery of a new item without defects or delivery of the missing item,
   2. removal of the defect by repair of the item,
   3. an adequate discount on the purchase price, or
   4. withdrawal from the contract in full or only as regards the defective performance.
2. The Buyer notifies the Seller of the defect immediately after identifying it, but at latest within 1 month from identifying the defect. The Buyer has the rights pursuant to clause (1) and the right to choose among them even if they were not applied in time, unless it does not make a choice after passing of the deadline even within 1 week from delivery of the Seller’s written request.

X.

Quality warranty

1. The Seller provides a quality warranty on the item of 36 months, unless a longer warranty period is stipulated for the individual item in the annex. The warranty period starts from the date of takeover of the item by the Buyer.
2. The warranty applies to defects from production and defect in material, not to wear of the instrument and the usual required tuning and standard regulation of the instrument.
3. During the warranty period, the Seller undertakes to provide the Buyer with free maintenance of the delivered goods, including delivery of the required spare parts. Travel expenses, costs for materials and other costs incurred by the Seller in connection to performing warranty repairs are borne in full by the Seller.
4. If an irremovable defect or defect which can be removed but results in changes in the features of the subject of performance occurs during the warranty period, the Buyer can choose between the following claims and the Seller is obliged to satisfy the applied claim within 14 days:
   1. removal of the defect by delivering a new item without defects,
   2. removal of the defect by repair of the item,
   3. adequate discount on the purchase price, or
   4. withdrawal from the contract.
5. The Buyer notifies the Seller of the defect immediately after identifying it, but at latest within 1 month from identifying the defect. The Buyer has the rights pursuant to clause (2) and the right to choose among them even if they were not applied in time, unless it does not make a choice after passing of the deadline even within 1 week from delivery of the Seller’s written request.

XI.

Removal of defects

1. The Seller is obliged to remove defects in the goods in the warranty period based on the delivered claim without undue delay, but at latest within 14 calendar days. If the character, severity and scope of the defect do not allow the Seller to remove the defect by the deadline, a reasonable longer deadline may be agreed.
2. If the defect is not removed in time, the Buyer is authorised to have all the defects removed by a third party at the Seller’s expense. This does not affect the right to a contractual penalty until such a time when this occurs.

XII.

Withdrawal from the contract

1. Each of the contracting parties has the right to withdraw from the contract if the other contracting party is more than 14 days in delay in performing its obligations pursuant to Art. III hereof.
2. The Buyer has the right to withdraw from this contract also if the Seller becomes an unreliable VAT payer or if a decision was issued stipulating the Seller’s default or impending default.
3. The Buyer has the right to withdraw from the contract if it does not receive a subsidy from the funds of the Operational Programme Research, Development and Education, from which the public contract is to be paid, and also if the costs which it is to incur based on the contract are curtailed or identified as non-eligible for payment of the subsidy by the provider of the subsidy or other authorised public authority.
4. This does not affect the option of withdrawing from the contract for reasons stipulated by law.

XIII.

Contractual penalties

1. If the Seller violates its obligation to perform duly and punctually, it is obliged to pay the Buyer a contractual penalty equal to 0.1% of the purchase price, but minimally CZK 300 for every started day of delay.
2. If the Seller violates its obligation to remove defects in the item by the stipulated deadline, it is obliged to pay the Buyer a contractual penalty equal to 0.1% of the purchase price, but minimally CZK 300 for every defect and started day of delay.
3. If the Seller violates its obligation to inform the Buyer that it has become an unreliable VAT payer or to disclose the account published by the tax administration in a manner enabling remote access, it is obliged to pay the Buyer a contractual penalty equal to the value of VAT on the purchase price.
4. If the Buyer violates its obligation to pay the purchase price punctually, it is obliged to pay the Seller a contractual penalty equal to 0.1% of the purchase price or outstanding part thereof for every started day of delay.
5. The contracting parties have agreed that the Seller’s obligation to pay the contractual penalty does not preclude the Buyer’s right to compensation of damages and the contractual penalty is due without invitation on the first day of the calendar month following the month for which the right to the contractual penalty arose.

**XIV.**

**Final provisions**

1. This contract is drafted in four counterparts, of which each contracting party will receive two; it is independent of any other agreement and comes into effect at the moment of its signing by the second contracting party. The governing law is the law of the Czech Republic.
2. Relationships between the parties arising from the contract and not regulated by it are governed by the law of the Czech Republic. If this contract is drafted in several language versions, the Czech language version takes precedence.
3. This contract may be altered and the relationship established by it terminated only by legal acts in written form on a document or via messages delivered to the data box; any other form is precluded, unless agreed otherwise in this contract. Each party is authorised to change the contacts (phone, e-mail) and addresses specified in this contract by delivery of a written notice to the other contracting party, in which it will state which contract is changed and how.
4. Acceptance of an offer by a party to this contract with an amendment or discrepancy does not constitute the acceptance of an offer to conclude or amend this agreement, even if the conditions of the offer are not fundamentally changed.
5. If a dispute arises between the contracting parties regarding the manner of interpreting any contractual provisions, the parties are obliged to reach a consensus on the disputed issues, based on which a solution will be found which maximally corresponds to the entire purpose pursued by this contract, i.e. the purpose stated in Art. I (1) of this contract.
6. Neither of the contracting party is authorised to assign the receivables, which may arise for it from this relationship or in relation to it vis-a-vis the other contracting party, or this contract, to a third party without written consent from the other contracting party. The Seller is not authorised to offset its receivables against the Buyer’s receivables.
7. This contract is a contract on performance of a public contract, where the contractor had the opportunity to influence the basic conditions during its performance. The Seller undertakes to respect all the obligations arising from this fact for it and for the Buyer as the contracting authority, and agrees to perform them. If the need for further deliveries arises in connection to the item, the Seller undertakes to submit an offer for them within an award procedure or performance of a small-scale public contract, if it is a qualified contractor thereof.
8. The Seller is obliged to provide the Buyer with the necessary cooperation in executing financial inspection pursuant to Section 2(e) of Act No. 320/2001 Coll., on financial inspection in public administration, i.e. to provide the inspection authority with documents on the delivery of construction work, goods and services paid from public expenses or from public support in the scope required to verify the respective transactions. The Seller is obliged contractually to ensure the cooperation of its subcontractors in the execution of financial inspection.
9. The Seller grants the Buyer consent to process its personal data specified in this contract, or such that the Buyer learns from the relationship established under this contract or in relation to it; if it is a contract within a project, the Seller agrees to the processing and handover of the said personal data to third parties for the purpose of records, monitoring and control of the project or for similar purposes.
10. The Buyer has the right to limit the scope of the Seller’s performance, if it has due reason, in particular if it did not receive funds from the state budget; in this case, the purchase price shall be reduced accordingly. The Seller does not have the right to seek performance in the original scope and bill the Buyer any sanction, if the Buyer exercises this right.
11. The contracting parties declare that they have read this contract thoroughly, agree with its contents and are aware of the obligations arising for them from this contract. They also declare that this contract depicts their true, free and solemn will, that it was concluded not in distress or under obviously disadvantageous conditions, in witness whereof they affix their signatures.

List of annexes:

Annex No. 1 – Specification of the subject of purchase

Brno dated ……….…...… 2017 Brno dated ……….…...… 2017

**……………………………………. …………………………………….**

Seller Buyer