



ADMINISTRATION OF TANGIBLE STATE RESERVES OF THE SLOVAK REPUBLIC

Pražská 29, 812 63 Bratislava

Over-limit order according to § 66 par. 6 of Act no. 343/2015 Coll. on public procurement and on change and amendments to certain laws as amended (hereinafter referred to as the "Public Procurement Act")

Annex no. 4 - Draft purchase agreement

COMPETITION MATERIALS

"Part A - Guidelines for Applicants"

Order:

"Surgical mask (reusable)"



PURCHASE AGREEMENT no. ... / ORŠHR / 2021

concluded according to § 409 et seq. Act no. 513/1991 Coll. Of the Commercial Code as amended (hereinafter referred to as "**Commercial Code**") And in accordance with Act no. 343/2015 Coll. on Public Procurement and on Amendments to Certain Acts, as amended (hereinafter referred to as "**Public Procurement Act**") And (hereinafter referred to as "**Contract**" Or "**Contract of sale**")

Parties

Slovak republic, represented

Administration of State Material Reserves of the Slovak Republic

Seat: Pražská 29, 812 63 Bratislava
Statutory authority: **Ing. Jan Rudolf, PhD. - the President**
ID: 30 844 363
VAT: SK2020296487
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(hereinafter referred to as "**Buyers**")

a

Seat: Amjid Khan
Statutory authority: **Director**
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VAT number:
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Registered in the Commercial Register of the District Court, Section :, Insert No.:

Amjid Khan Director

(hereinafter referred to as "**Seller**")

Buyer and Seller together as "**Parties**" And each of them separately as "**Contracting party**" Conclude the Purchase Agreement in the following wording:



Article I

Introductory provisions

- 1.1. This Contract is concluded in accordance with the result of the evaluation of tenders submitted by the tenderers in the framework of awarding the above-limit contract "Surgical mask (reusable)" in accordance with § 66 par. 7 of Act no. 343/2015 Coll. on Public Procurement and on Amendments to Certain Acts, as amended.
- 1.2. Based on the evaluation of bids, the Seller's bid was selected as the bid of the successful bidder in accordance with the conditions specified in the tender documents of the public procurement.

Article II

Subject of the Purchase Agreement

- 2.1. The subject of this Purchase Agreement is the obligation of the Seller to deliver the Goods to the Buyer, including services related to transport to the place of performance and the obligation of the Buyer to take over and pay for the properly and timely delivered Goods purchase price for:

P. no.	Title	MJ	Price for MJ / EUR without VAT	Quantity	Total Price in EUR without VAT	Total Price in EUR with VAT
1.	Surgical mask (reusable)	pcs		2,000,000	1.65	3,300,000
TOGETHER					

(hereinafter also referred to as *Subject of purchase* "Or" *The goods*).

- 2.2. The Seller also undertakes to transfer ownership of the Goods to the Buyer.

- 2.3. The subject of this Purchase Agreement is the delivery of the Goods in the quantity and specification specified in point 2.1. of this article of the Purchase Agreement and the specification given in Annex no. 1 to this Contract - Specification of Goods (hereinafter referred to as "Annex No. 1") and Annex No. 2 - Photographs (hereinafter referred to as "Appendix No. 2"), which form an integral part of this Purchase Agreement and according to the total price specified in Article III of the Purchase Agreement and the unit price of the items specified in point 2.1. of this article of the Purchase Agreement for the purpose of securing emergency stocks.

Article III

Purchase price

- 3.1. The total purchase price for the Subject of Purchase is determined on the basis of the result of the public procurement process and in accordance with the price offer submitted by the Seller in this process in the amount of:
- Price without VAT:1.65..... €
- VAT: 20%.n/a..... €
- Price with VAT:1.65..... €
- Price in words: one, sixty five EUR without VAT (in words: one, sixty five..... .. EUR with VAT).

- 3.2. The total purchase price means the price for the Subject of Purchase, including all economically justified and expediently incurred costs of the Seller (especially customs and tax fees, transport to the place of performance, costs of measurement, weighing, packaging and packaging, insurance, costs of preparing instructions for use, maintenance, care and storage of the Subject of Purchase in the Slovak language and other related costs).



3.3. In the case of intra-Community supply of Goods, the Seller, registered for tax in the home Member State, is exempt from value added tax and the settlement of VAT in the amount specified in clause 3.1 of this Agreement shall be performed by the Buyer. This fact shall be indicated in the cases in question in the table referred to in clause 2.1 of this Agreement.

3.4. The agreed purchase price can be changed only by mutual agreement of the Contracting Parties and / or when changing customs and tax regulations in accordance with the Act of the National Council of the Slovak Republic no. 18/1996 Coll. on prices as amended by later regulations and Decree of the Ministry of Finance of the Slovak Republic no. 87/1996 Coll., Which the Act of the National Council of the Slovak Republic no. 18/1996 Coll. on prices, as amended, and in accordance with the Public Procurement Act and relevant tax and customs regulations.

3.5. The Buyer does not provide any deposit or advance payment for the delivery of the Subject of Purchase.

Article IV Terms of payment

4.1. Payment is made by the Buyer's transfer order on the basis of an invoice issued by the Seller after
acceptance of the Goods in the quantity according to point 2.1. Contracts and signing of the acceptance protocol, resp. acceptance protocols indicating the proper delivery of the Subject of Purchase.

4.2. The Seller shall issue an invoice on the basis of the delivery of the Goods and the signing of the acceptance protocol by the Buyer. The acceptance protocol is prepared in accordance with Article VI of the Contract and forms an inseparable part of the invoice. The invoice must contain the requisites of a tax document in accordance with Act no. 222/2004 Coll. on value added tax, as amended. The agreed maturity of the invoice is thirty (30) days from the date of its delivery to the Buyer.

4.3. The envelope in which the invoice will be sent must be visibly marked with the word "INVOICE". The invoice must be sent by registered mail or handed over in person to the Buyer's office. An invoice that does not have the requirements of a tax document or contains incorrectly invoiced data will be returned to reworking to the Seller. In such a case, the due date of the invoice begins to flow by its new delivery to the Buyer in the form of a registered shipment or delivery in person to the Buyer's filing office.

Article V Terms of Delivery

5.1. Delivery time of the Subject of Purchase, exactly corresponding to the specification given in Annex No. 1 and Annex No. 2 k Of the Contract, is determined by agreement of the Contracting Parties as follows:

P. no.	Title	MJ	Delivery from the effective date of the Contract at the latest	Quantity
1.	Surgical mask (reusable)	pcs	within fifty (50) calendar days	2,000,000
TOGETHER				2,000,000

5.2. The Seller acknowledges that the Buyer has no interest in performing contractual obligations if if the Seller is delayed in the delivery of the Subject of Purchase, or in its partial fulfillment. The Seller's delay in the delivery of performance is considered a material breach of the Contract, which establishes the Buyer's right to withdraw from the Contract immediately.



- 5.3. The place of performance is:
- a. plant SŠHR SR Ľupčianka, Príboj 564, 976 13 Slovenská Ľupča.
The Seller is obliged to store 500,000 pieces of Goods in the SŠHR SR Ľupčianka plant,
 - b. plant SŠHR SR Borovina, Riečna 258, 962 02 Víglaš.
The Seller is obliged to store 500,000 pieces of Goods in the SŠHR SR Borovina plant,
 - c. plant SŠHR SR Kopaničiar, Železničná 2, 916 21 Čachtice.
The Seller is obliged to store 500,000 pieces of Goods in the SŠHR SR Kopaničiar plant,
 - d. plant SŠHR SR Brodnianka, Cesta do Rudiny 3037/34 K, 024 01 Kysucké Nové Mesto. The Seller is obliged to store 500,000 pieces of Goods in the SŠHR SR Brodnianka plant. (hereinafter referred to as the "place of performance").
- 5.4. Delivery and acceptance of the Goods is also possible in parts and will be performed by authorized representatives of the Buyer and the Seller at the place of performance in the period from 07:00 to 15:00. during working days. If the Contracting Parties agree, the handover and acceptance of the Goods / parts of the Goods may be performed outside the time agreed according to the previous sentence and / or during the weekend or on a public holiday.
- 5.5. The Seller is obliged to notify the Buyer's representative (by e-mail) of the readiness to hand over the Goods / part of the Goods, at least 2 (two) days before the planned day of handing over the Goods / part of the Goods.
- 5.6. After handing over the Goods / parts of the Goods, the Buyer shall sign a delivery note to the Buyer. The delivery note does not replace the acceptance protocol, as due to the nature and quantity of the Goods it is not possible to fairly request from the Buyer to check and confirm the declared delivered quantity of Goods / parts of Goods and its conformity by documentation submitted in public procurement and specifications specified in Annex no. 1 and Annex no. 2 to the Contract. The delivery note is only used to prove the fulfillment of the timely delivery according to point 5.1. of this Article and to determine the time of passage of the risk of accidental damage and destruction of the Goods / parts of the Goods.

Article VI

Ownership of the Goods and the risk of damage to it and Acceptance proceedings

- 6.1. The Buyer shall acquire the ownership right to the Goods / part of the Goods delivered on the basis of the Purchase Agreement as soon as the Goods / part of the Goods are delivered and handed over to him.
- 6.2. The risk of damage passes to the Buyer at the moment of taking over the Goods / parts of the Goods and signing the delivery note, both conditions must be met cumulatively.
- 6.3. Within seven (7) days from the day of handing over the Goods / part of the Goods and signing the delivery note, the Buyer shall check the quantity and whether the Goods / part of the Goods fully corresponds to the documentation submitted in the public procurement and the specification specified in Annex no. 1 and Annex no. 2 to this Agreement. After performing the inspection by the Buyer according to the previous sentence, the Buyer shall prepare a Acceptance Protocol.
- 6.4. The subject of the Buyer's inspection according to the previous point is not the conformity of the Goods / parts of the Goods with the standards specified in Annex no. 1 to this Contract, nor other quality requirements for the Goods / part of the Goods, the examination of which requires professional activity and qualification.
- 6.5. The acceptance report must contain in particular:.



- a. complete identification of both parties; title specification (for
 - b. example, Purchase Agreement and its number); the specification
 - c. of the Goods being taken over; an indication of the quantity of
 - d. the Goods taken over;
 - e. a detailed description of the defects and visible defects of the Goods, if any;
 - g. photo documentation of the identified deficiencies, if its execution is possible and evaluated as
 - h. necessary; any reservations or comments;
 - i. the date of taking over the Goods;
 - j. signatures of the parties representing the transmitting and receiving parties.
- 6.6. The acceptance protocol prepared in accordance with the previous point, signed by a person representing the Buyer, shall be delivered by the Buyer to the Seller immediately upon its confirmation and signature. By signing the Acceptance Protocol by both parties, the Goods are considered accepted.
- 6.7. The Seller shall deliver the signed Acceptance Protocol to the Buyer together with the invoice according to point 4.2. Article IV of this Treaty. In the event of the Seller's reservations, the Seller shall state these in the Acceptance Protocol and deliver the Acceptance Protocol to the Buyer separately, without an invoice.
- 6.8. The goods will then be provided to the Buyer free of charge in accordance with the generally binding legal regulations of the Slovak Republic.

Article VII

Fundamental rights and obligations of the Contracting Parties

- 7.1. The Seller undertakes to proceed with professional care, comply with technical standards, relevant general binding legal regulations, as well as the conditions specified in this Purchase Agreement when fulfilling the Purchase Agreement. The Seller is obliged to deliver the Subject of Purchase to the Buyer in full and quantity, within the agreed term, in perfect condition and agreed quality, a copy exactly corresponding to the specification of the Goods specified in Annex no. 1 and Annex no. 2 and allow its download.
- 7.2. The Seller further undertakes to deliver at the latest with the delivery of the Goods / part of the Goods to the place of performance once in printed form instructions for use, maintenance and treatment and storage conditions of the Goods in the Slovak language, which will be signed by the statutory body of the Seller. This obligation does not replace the obligation of the Seller to comply with technical standards, relevant general binding legal regulations and thus in their sense to deliver the prescribed documentation for individual packages of the Goods, for each separately.
- 7.3. The seller undertakes to comply with the provisions of Act no. 56/2018 Coll. on Conformity Assessment of a Product, Making a Designated Product Available on the Market and Amending Certain Acts (hereinafter referred to as the conformity assessment of the product ") and to act in accordance with its wording, emphasizing the obligations of importers and distributors. The Seller further undertakes to mark the Subject of Purchase of the Contract in the Slovak language and to proceed with the marking in accordance with § 24 and § 25 of the Act on Conformity Assessment of the Product.
- 7.4. The Seller acknowledges that if he or his subcontractors are subject to the obligation to register in the register of public sector partners pursuant to Act no. 315/2016 Coll. on the Register of Public Sector Partners and on Amendments to Certain Acts (hereinafter referred to as the "RPVS Act"), then the Seller, as well as its subcontractors, is obliged to comply with this obligation for the duration of this Agreement, and the Seller undertakes to ensure compliance with this obligations on the part of subcontractors.
- 7.5. The Seller is obliged to enable the performance of control / audit by authorized persons for the performance of control / audit in accordance with the relevant legal regulations of the Slovak Republic (hereinafter referred to as **SR**) and the European Union (hereinafter referred to as **"EU"**)



in matters concerning the performance of this Agreement, in particular pursuant to Act no. 292/2014 Coll. on the contribution provided from the European Structural and Investment Funds and on the amendment of certain laws as amended and Act no. 357/2015 Coll. on Financial Control and Internal Audit and on Amendments to Certain Acts, as amended, by authorized persons, which are in particular:

- a) The Provider - the Ministry of the Environment of the Slovak Republic represented by the Ministry of the Interior of the Slovak Republic - and persons authorized by it;
- b) the Internal Audit Department of the Managing Authority - the Ministry of the Environment of the Slovak Republic - or the Intermediate Body - the Ministry of the Interior of the Slovak Republic - and persons authorized by them;
- c) The Supreme Audit Office of the Slovak Republic and persons authorized by it;
- d) The audit authority, its cooperating bodies (Government Audit Office) and persons authorized to perform control / audit;
- (e) The plenipotentiaries of the European Commission and the European Court of Auditors;
- f) A body ensuring the protection of the EU's financial interests;
- g) Persons invited by the bodies referred to in letters a) to f) in accordance with the relevant legal regulations of the Slovak Republic and EU legal acts.

Article VIII Responsibility from subcontracting

8.1. Seller can ^{performance} Subject this ^{Contracts} to provide via subcontractor (s) listed in Annex No.3 of this Agreement, the list of which is also given in the submitted offer of the Seller with the following identification data on each ^{ZO} subcontractor / subcontractors:

- a) trade name or title,
- b) registered office or place of business,
- c) identification number (IČO),
- d) person authorized to act on behalf of the subcontractor (name and surname, address of residence, date of birth),
- e) material share of performance of the Contract (type and scope of subcontracting).

8.2. The Seller is entitled to change the subcontractor during the performance of this Contract, only after the written approval of the change of the subcontractor by the Buyer and in accordance with the provisions of the Public Procurement Act. For this purpose, the Seller is obliged to notify the Buyer in writing of the change of subcontractor (s) and to designate a new subcontractor (s) to the extent specified in point 1 of this Article of the Contract, at least five (5) working days before the proposed date of subcontractor.

8.3. The Seller is obliged to notify the Buyer in writing of any change in the data of the subcontractor within two (2) working days to from the day when he became aware of this change. A change in the subcontractor's identification data (eg business name, ^{about} legal form, registered office, statutory body) will not be considered a change requiring the conclusion of an amendment to this Agreement.

8.4. If the subcontractor and / or subcontractors are subject to the obligation to register in the register of public sector partners under the RPVS Act, then the subcontractor and / or subcontractors are / are obliged to comply with this obligation for the duration of this Contract, the Seller undertakes to ensure compliance this obligation on the part of all its subcontractors.

8.5. Breach of any obligations under this Article shall be considered a material breach of this Agreement, which shall establish the Buyer's right to withdraw from the Agreement immediately.



Article IX

Defects of the Goods, quality guarantee and warranty period

- 9.1. The Seller is responsible for ensuring that the Subject of Purchase is delivered under the terms of this Agreement, without any defects and shortcomings, in accordance with generally binding legal regulations, without violating the rights of third parties, that the Subject of Purchase will have the properties agreed in this Agreement during the warranty period. meet the quality requirements set out in the applicable standards and the result specified in this Agreement. In the event that the Seller delivers the goods through a subcontractor, the Seller is also liable for defects of the Goods, as stated in the previous sentence of this point of the Contract.
- 9.2. The Seller provides the Buyer with a warranty for the Goods for a period of at least 24 (in words: twenty-four) months. The Seller undertakes to deliver the Goods with an expiration date that does not expire before the end of the provided warranty period.
- 9.3. The warranty period begins from the date of receipt of the Goods / part of the Goods and confirmation of the acceptance protocol by the Buyer. The Seller undertakes that at least during the warranty period, the Goods will have the properties agreed in this Purchase Agreement and will be fit for use for the agreed or otherwise usual purpose.
- 9.4. If defects of the Goods occur during the warranty period, the Buyer shall file a written complaint with the Seller, to which the Seller is obliged to comment in writing and propose the method and date of handling the complaint no later than seven (7) working days from its delivery. If within this period the Seller to
If it does not express a complaint, it is clear that it agrees with the justification of the complaint and removes the claimed defects no later than fourteen (14) working days from the date of delivery of the complaint, while handling the complaint by delivering new Goods without defects for the claimed defective Goods.
- 9.5. For the purposes of the Purchase Agreement, communication by electronic means (email), which enables the permanent capture of the content of the communication, is also considered a written notification. In such a case, the period always begins to run on the next working day after delivery of the written notice to the e-mail address specified in the header of this Purchase Agreement.

Article X

Sanctions

- 10.1. In the event of a delay by the Seller with the delivery of the Goods or part thereof, the Buyer is entitled to charge a contractual penalty for the undelivered quantity of the Goods for each day of delay, even the day of delay, in the amount of 0.05% of the purchase price of the undelivered Goods with VAT.
- 10.2. In the event of the Buyer's delay in paying the contractually agreed purchase price, the Seller is entitled to claim interest on the delay pursuant to § 369 of the Commercial Code and § 1 para. 1 of the Regulation of the Government of the Slovak Republic no. 21/2013 Coll., Which implements certain provisions of the Commercial Code.
- 10.3. In the event of the Seller's delay in handling the complaint within the time and manner pursuant to Article IX, point 9.4. of this Purchase Agreement, the Buyer is entitled to a contractual penalty in the amount of 0.5% of the price including VAT of the claimed Goods for each and every day of delay in handling the complaint.
- 10.4. In the event of non-delivery of the Goods or part thereof, the Seller shall pay the Buyer a contractual penalty in the amount of 5% of the purchase price of the undelivered Goods with VAT.
- 10.5. In the event that the Goods or a part thereof have been delivered to the Buyer in conflict with Annex no. 1 or Annex no. 2 of this Purchase Agreement or other defects, the Seller shall pay a contractual penalty in the amount of 5% of the purchase price including VAT of the defective Goods.



- 10.6. In the event of non-acceptance of the Goods pursuant to Article XI, point 11.4. The Seller shall pay the Buyer a contractual penalty in the amount of 0.5% of the purchase price of the unclaimed Goods with VAT.
- 10.7. The exercise of the right to a contractual penalty under this Agreement does not affect the Buyer's right to compensation for damages.
- 10.8. The Seller shall pay the contractual penalty to the Buyer within five (5) days from the date of delivery of the penalty invoice to the Seller's registered office.
- 10.9. All the above penalties provided for in the case of intra-Community supply of goods covered by point 3.3. of this Agreement, will be calculated from the total purchase price excluding VAT.

Article XI

Termination of the Purchase Agreement

- 11.1. The Parties agree that this Agreement may be terminated:
- a) by written agreement of the Contracting Parties,
 - b) written withdrawal from the Agreement or part thereof in the event of a material breach of this Purchase Agreement.
- 11.2. In the event of withdrawal from the Purchase Agreement, such expression of will vis-à-vis the other Contracting Party is effective on the day of delivery of the written notice of withdrawal from the Purchase Agreement. Withdrawal from the Contract terminates all rights and obligations of the Contracting Parties arising from this Contract, except for claims for damages, claims for contractual or legal sanctions (eg interest on arrears, contractual penalty, etc.).
- 11.3. The Contracting Parties are entitled to immediately withdraw from this Purchase Agreement in writing in the event that the other Contracting Party materially breaches the contractual obligations. The following, in particular, but not exclusively, are considered to be material breaches of contractual obligations:
- a) by the Seller not delivering the Goods in the quantity and / or specifications specified in point 2.1 of the Contract and in Annex no. 1, in Annex no. 2 or in time in accordance with clause 5.1 of the Treaty,
 - b) non-payment by the Buyer of the total purchase price according to Art. III point 3.1 of the Contract for Goods delivered on time.
- 11.4. In the event that the Buyer withdraws from the Contract and the Goods have already been taken over by the Buyer, the Seller is obliged to take over the Goods from the Buyer at the Buyer's expense within 7 (seven) days from the date of delivery of the withdrawal from the Contract.
- 11.5. The Buyer is also entitled to withdraw from this Purchase Agreement:
- (a) if it should not have been concluded with the supplier in respect of a serious breach of an obligation arising from a legally binding act of the European Union decided by the Court of Justice of the European Union in accordance with the Treaty on the Functioning of the European Union,
 - b) if the Seller or its subcontractors were not registered in the register of public sector partners at the time of concluding the Agreement, or if they were deleted from the register of public sector partners,
 - c) if the Seller has entered into liquidation,
 - d) in case of additional insecurity, resp. insufficient provision of public funds through budgetary measures for the Subject of Purchase.
- 11.6. The Seller declares and undertakes that the Goods will not contain legal defects. In the event of legal defects in the Goods or part thereof, the Buyer is entitled to withdraw from this Purchase Agreement and the Seller is obliged to compensate the Buyer for the damage caused by the performance of the delivery with legal defects.
- 11.7. In the event of withdrawal from the Purchase Agreement, the Seller is obliged to take over from the Buyer the Goods which he provided to the Buyer before withdrawal from the Purchase Agreement, at the time and place specified by the Buyer in the invitation to take over the Goods. If the Seller does not accept the Goods according to the first sentence, the Buyer may not take over the Goods



to sell in an appropriate manner, the costs of such sale being borne by the Seller. The procedure under this para. does not apply to the Goods, which are not affected by withdrawal from the Purchase Agreement.

- 11.8. In the case of delivery by post, the consignment stored at the post office is considered delivered ^{after} three (3) working days have elapsed from the date of its deposit at the post office, even if the addressee does not learn about it. By refusing to accept the shipment, the shipment is considered delivered.

Article XII Final provisions

- 12.1. This Purchase Agreement shall enter into force on the day of its signing by both Contracting Parties and shall take effect on the day following the day of its publication in the Central Register of Contracts kept by the Office of the Government of the Slovak Republic, in accordance with Act no. 546/2010 Coll., Supplementing Act no. 40/1964 Coll. Civil Code as amended and amending certain laws. Disclosure will be provided by the Buyer.
- 12.2. The buyer reserves the right not to publish the signature / signature of the statutory body, as it considers it a fact of a confidential nature. The seller expressly undertakes to respect and comply with this provision.
- 12.3. Any amendments to the Purchase Agreement, which must not be in conflict with § 18 of the Public Procurement Act, may be made only in the form of written and numbered amendments to the Purchase Agreement by mutual agreement of both Parties and signed by authorized persons of the Parties. Amendments made in writing and numbered to the Purchase Agreement shall become an integral part of this Purchase Agreement upon entry into force and effect.
- 12.4. The Seller undertakes not to perform legal acts leading to the transfer of rights and obligations arising from this Purchase Agreement (singular or universal legal succession) to other entities during the validity of the Purchase Agreement without the prior written consent of the Buyer. The aforementioned legal acts without prior written consent will be legally ineffective against the Buyer from the very beginning and in such a case the Buyer is entitled to withdraw from the Purchase Agreement.
- 12.5. The Buyer reserves the right to request the Seller to replace the Goods in accordance with this Purchase Agreement with another Goods in the event that it is no longer produced. This compensation is possible only on condition that this other type of Goods will be qualitatively the same or better than the one specified in the subject of the Purchase Agreement and is available at the same or lower unit price (as specified in the Purchase Agreement). Such a change must be made by a written amendment to this Purchase Agreement.
- 12.6. A change in the identification data of the Contracting Parties (eg trade name, registered office, statutory representative), as well as a change in the account number, department responsible for concluding and fulfilling the Agreement or a change in contact persons will not be considered a change requiring the conclusion of an amendment to this Agreement. However, the Contracting Parties undertake to inform the other Contracting Party in writing without undue delay of any change in their business name, legal form, registered office, ID number, VAT number, authorized representatives, bank details and number. the account to which the payments are to be made and other facts relevant to the proper performance of this Agreement.
- 12.7. By signing this Contract, the Seller confirms that his property has not been declared bankrupt, nor has bankruptcy proceedings been initiated against him, he has no tax arrears, he is not in arrears with the payment of health and sickness insurance or pension insurance and unemployment insurance contribution for his employees, he is not in danger of bankruptcy and is not aware of any circumstances that could jeopardize the proper performance of his duties and obligations under this Agreement. The falsity, even partial, of the Seller's statements pursuant to this clause establishes the Buyer's right to withdraw from this Agreement.
- 12.8. Relationships not regulated by this Purchase Agreement are governed by the relevant provisions of the Commercial Code



as amended and other generally binding legal regulations of the Slovak Republic.

12.9. This Purchase Agreement is made in seven (7) counterparts, of which the Buyer will take over five (5) counterparts and the Seller two (2) counterparts.

12.10. The contracting parties declare that they have read the Purchase Agreement properly, understood its content, that it was concluded after mutual discussion and on the basis of their free, certain, serious and comprehensible will, but not in distress or under noticeably unfavorable conditions and as a sign of consent to its agreement. wording, they confirm it with their signatures.

12.11. An inseparable part of this Purchase Agreement is:

Annex no. 1 - Specification of the subject of purchase

Annex no. 2 - Photographs of the subject of purchase

Annex no. 3 - Subcontractors

In Bratislava

In Bratislava

For the Buyer:

For the Seller:

.....
Ing. Jan Rudolf, PhD.

The President

.....
Amjid Khan



Annex no. 1 - Specification of the subject of purchase *

A surgical mask (reusable) is a reusable textile face mask covering the nose, mouth and chin, without an inhalation and / or exhalation valve:

- *at least two-layer, with antibacterial*
- *treatment, universal size for adults,*
- *means of fastening - loops around the ears without adjusting means and without laces for tying,*
- *must withstand at least 5 cleaning cycles at a minimum washing temperature of 60*
- *°C, must comply with at least:*

about STN 80 0055 "Textiles. Textile and clothing products. Technical requirements and testing methods "and at the same time as Regulation (EC) No 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and establishing a European Chemicals Agency, or CWA 17553: 2020 Face masks for everyday use.

Manual of minimum requirements, test methods and uses,

about AATCC Test Method 100 or ASTM E 2149 for confirmation

antibacterial activity in the form of bacterial reduction (hereinafter "drape").

Veil packaging:

- *the contents of the package will be a drape,*
- *packed hygienically and individually (1 piece of Rúška), which protects the contents of the package from mechanical damage and contamination,*

Markings on the cover of the drape:

The sample must have the following information clearly and permanently marked on the package in the Slovak language:

- *the name of the manufacturer, trade mark or other means of identification, postal or web address, type or batch number or serial number,*
- *manual,*
- *symbols for maintenance in accordance with STN EN ISO 3758.*

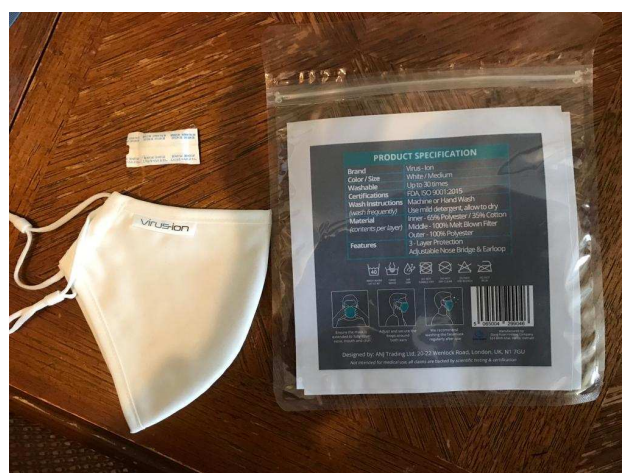
***** *with regard to the setting of the minimum requirements provided by the contracting authority in the documents "Part C Opis of the subject of the contract" and "Part B Conditions of participation" shall be adjusted according to the successful tenderer*



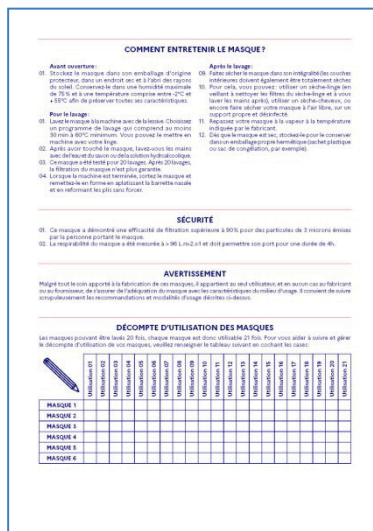
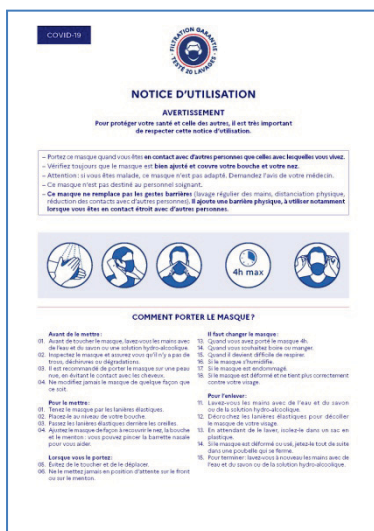
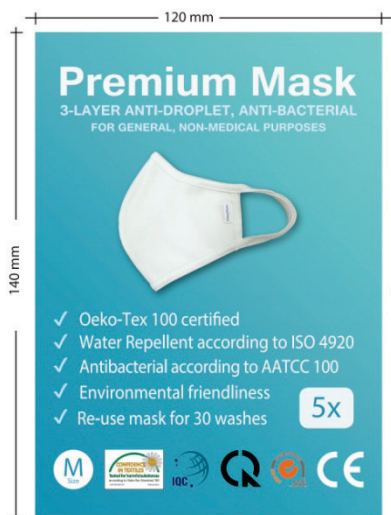
Annex no. 2 - Photographs of the subject of purchase

Required photo of the product with visible marking and photos of the package from all sides.

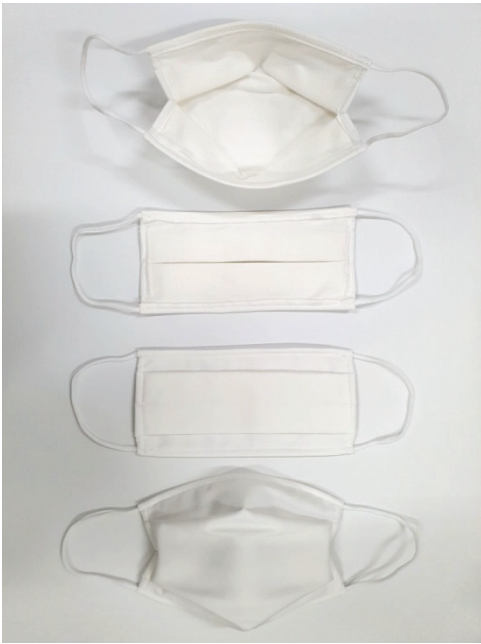
CUSTOMIZABLE PACKAGING AND LABELS



CUSTOMIZABLE PACKAGING AND LABELS



PRODUCTS PHOTOS





Annex no. 3 - Subcontractors¹

I hereby declare that the performance of the Subject of this Agreement

subcontractors will not participate and we will carry out the entire subject of the contract on our own *apacitami*

the following subcontractors will be involved:

P.č.	Business name and registered office subcontractor	IČO	% share in contracts	Subject subcontracting
1.	n/a			
2.	n/a			
3.	n/a			

Amjid Khan Director

¹ Complete the statement according to one of the options.