**Purchase contract**

**between the parties**

**Seller:**

Registered office:

Represented by:

ID:

TAX ID:

VAT ID:

IBAN:

**and**

**Buyer:** **POMI s.r.o.**

Registered office: Látkovce 441, Bánovce nad Bebravou 957 01

Represented by: Andrea Campigotto, statutory representative

ID: 36 566 322

TAX ID: 2021908757

VAT ID: SK2021908757

IBAN: SK67 0900 0000 0003 1240 5824

This purchase contract is concluded pursuant to the provisions of § 409 et seq. Commercial Code of the Slovak Republic and pursuant to the Call to Tender for the contract entitled „**Big boxes for fruit storage - 1200 pcs “.**

**Article I.**

Subject-matter of the contract and its specification

1. The Seller undertakes to deliver and hand over to the Buyer the goods (machine) specified in Annex 1, which is an integral part of this contract, and the Buyer undertakes to take over the goods and pay the agreed price for them.

**Article II.**

**Time limit for performance of the subject-matter of the contract**

1. The deadline for performance of the subject-matter of the contract shall be no later than 90 days from the date of receipt of the order.

**Article III.**

**Place and manner of acceptance of the subject-matter of the contract**

1. The place of delivery of the object of purchase shall be: Látkovce 441, Bánovce nad Bebravou, Slovak republic.
2. The object of purchase shall be taken over by the Buyer at the place of delivery on the basis of a delivery note signed by the Buyer's responsible person.
3. Upon handing over the object of purchase, the Seller is obliged to hand over to the Buyer the documents that apply to the object of purchase and are necessary for its safe and fully functional use.

**Article IV.**

**Purchase price and payment terms**

1. Purchase price breakdown:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Quantity** | **Unit price****in EUR without VAT** | **Total price in EUR without VAT** | **VAT 20%** | **Total price in EUR with VAT** |
| Big box | 1200 pcs |  |  |  |  |
| **Total:** | - |  |  |  |  |

1. The price according to point 1 of this Article is final and unchangeable. The amount of the price according to the previous sentence of this clause may be adjusted as of the date of invoicing according to clause 3 of this Article only due to changes in the tax rate according to the tax laws of the Slovak Republic.
2. The price is payable on the basis of the Seller's invoice, the Buyer may provide the Seller with an advance payment after the issue of a binding order.
3. The maturity of the price will be determined by the issued Seller’s invoice. If the invoice does not contain all the elements of a tax document, the Buyer is entitled to return the invoice to the Seller. In this case, the due date shall start to run in accordance with the correctly issued invoice to the Buyer.

**Article V.**

**Late payment and contractual penalties**

1. If the Seller is in default in the delivery of even a part of the goods, the Seller undertakes to pay the Buyer a contractual penalty of 10% of the total purchase price of the goods/goods excluding VAT, and also for each additional day of delay, starting from the 3rd day of delay, a contractual penalty of 0.2% of the total purchase price of the goods/goods excluding VAT. In addition to the contractual penalty, the Buyer shall be entitled to compensation for damages to the full extent incurred.

**Article VI.**

**Withdrawal from the contract**

1. The Buyer may withdraw from this purchase contract if the Seller is in default of delivery of the goods more than 30 days after the time agreed in the contract and the Seller fails to remedy the default even within an additional period specified in writing by the Buyer.
2. The Seller may withdraw from this purchase contract if the Buyer is more than 60 days overdue in the payment of monetary obligations and the Buyer fails to remedy the default even within an additional period of time specified in writing by the Seller.
3. If either of the Parties withdraws from this purchase contract, the contract shall terminate and the Parties shall settle in accordance with the provisions of the Commercial Code. All costs and damages related to the withdrawal from the purchase contract shall be borne by the Party who caused the termination of the contract. Withdrawal from the purchase contract shall not affect the obligation to pay the contractual penalty.

**Article VII.**

**Warranty**

1. The Seller assumes the warranty for the quality of the goods specified under Article I of this contract. The goods are warranted for 24 months. The warranty shall commence from the date of the Buyer's training under Article VIII of this Contract.
2. The provisions of § 436 - § 441 of the Commercial Code shall apply to the application of defects in the goods.
3. The warranty does not apply if the Buyer fails to follow the handling procedures specified by the manufacturer or if the Buyer fails to carry out regular service inspections. The warranty does not apply to defects and damages caused by the Buyer intentionally or by improper handling of the object of purchase.
4. In the event of a claim, the Seller undertakes to undertake a service within 30 days of the defect/fault being reported. In the case of defects/faults preventing the use and/or operation of the goods, commencement of remedial work shall be within 30 days of the defect/fault being reported. At the same time, the Seller undertakes to remedy defects in the goods claimed within the warranty period within a period of no later than 45days from the date of the claim by the Buyer.
5. If the Seller is in default in meeting the deadlines under Clause 4 of this Article, the Seller undertakes to pay the Buyer a contractual penalty of 0.1% of the total purchase price of the goods/goods excluding VAT. In addition to the contractual penalty, the Buyer shall be entitled to compensation for damages to the full extent incurred.

**Article VIII.**

**Training of the Buyer**

1. Upon delivery and handover of the goods to the Buyer, the Seller undertakes to provide the Buyer user manual of the goods so that the Buyer can use the object of purchase for the purpose for which it is intended.

**Article IX.**

**Force Majeure**

1. Neither Party shall be liable for total or partial failure to perform its obligations under the contract as a result of an event of an exceptional nature which could not have been foreseen or prevented - events such as natural disasters, war operations of various kinds, civil disturbances, explosions, fires, lockouts, failure of machinery or production molds, non-delivery of raw materials by suppliers to the seller or circumstances occurring independently of the will of the Parties, beyond the control of the Parties (hereinafter referred to as Force Majeure).
2. The Party affected by a Force Majeure Event shall notify the other Party in writing within 2 working days, said notification to be accompanied by a confirmation of such Force Majeure Event.
3. The Party failing to notify the other Party pursuant to paragraph 2 shall be obliged to compensate the other Party for any damages caused by the breach of this obligation.

**Article X.**

**Damages and contractual penalties**

1. If a Party fails to fulfil its obligations under this contract, it shall only be liable to compensate the other Party for the damage caused thereby if it proves that the breach of obligations was caused by circumstances precluding liability.
2. In the event that the Seller fails to comply with the criteria on the basis of which it was awarded the contract in a public procurement, it shall be liable to pay damages to the Buyer. The difference between its quotation and that of the second-ranked tenderer in the tendering procedure in question shall also be deemed to be damage.
3. In claiming damages, the provisions of § 373 et seq. of the Commercial Code shall apply.

**Article XI.
Settlement of disputes**

1. The Parties agree and accept that all disputes arising between them shall be settled by the competent court of the Buyer's place of registered office and shall be decided in accordance with the substantive and procedural provisions of the legal system of the Slovak Republic.

**Article XII.**

**Special Conditions**

1. The Parties agree that authorized employees of the Agricultural Payment Agency, the Ministry of Agriculture and Rural Development of the Slovak Republic, the European Union authorities and other authorized persons in accordance with Slovak and EU legislation may carry out control/audit of business documents and substantive control in relation to the implementation of the contract against the supplier, and the supplier shall be obliged to provide full cooperation.

**Article XIII.**

**Final provisions**

1. Issues and relations not expressly regulated in this purchase contract shall be governed by the provisions of the Commercial Code of the Slovak Republic.
2. Part of this contract is Annex no. 1 – Technical specification and price proposal.
3. The Parties have read the Contract, have understood its contents and have confirmed it by their signatures as a sign of their consent.
4. This contract may be amended only by written amendments signed by authorised representatives of both Parties, which shall form an integral part of this contract.
5. The purchase contract is drawn up in 4 copies. Each Party shall receive 2 copies.
6. This purchase contract shall enter into force on the date of its signing by both Parties and shall become effective on the date of issuance of the purchase order by the Buyer.

In ............................, on: In Látkovce, on: ........................

..................................... ..............................................

**Seller: Buyer:**

Annex no. 1 – Technical specification and price proposal