

PURCHASE CONTRACT No.SF.103/2013
ON SALE AND SUPPLY OF MUSIC INSTRUMENT
concluded pursuant to § 409 et seq.Act 513/91 Coll.
Commercial Code as amended legislation.

Article 1. Contractual parties

Buyer:

Name: SLOVAK PHILHARMONIC

Residence: Medená 3 , 816 01 Bratislava

ID number : 00164704

VAT number : SK2020829932

Represented by : Prof . Marian Lapšanský –general director

Bankers : Štátna pokladnica , Bratislava

IBAN : [REDACTED]

State contributory organization established by Act no. 114/2000 Coll.on Slovak Philharmonic
(hereinafter referred to as " Buyer ")

Seller :

Title : LEFIMA/AEHNELT PERCUSSION

Residence: Barbaraweg 3, 93413 Cham, Germany

Represented by : [REDACTED]

VAT / Ust - IdNr . : DE 250 522 045

Registered in the commercial register : HR 10296, Abt.B

Name of bank: [REDACTED] EG

Item . IBAN : [REDACTED]

SWIFT /BIC: G [REDACTED]

(hereinafter referred to as " Seller " and together with the " Buyer " as the " Parties ")

Article 2 - Object of the contract

The subject of this contract is the obligation of the seller to deliver and transfer ownership to the buyer to below specified musical instruments and the buyer's obligation to pay the agreed purchase price for the sale and supply of musical instrument and its parts thereof :

1.2 Product specification.

Line	Qty	Item no.	Description	Total price in EUR
1	1,00	BR 21 RS American set up	Timpani Model "Berlin"	8.281,35
2	1,00	BR 23 RS American set up	Timpani Model "Berlin"	8.162,33
3	1,00	BR 26 RS American set up	Timpani Model "Berlin"	8.658,01
4	1,00	BR 29 RS American set up	Timpani Model "Berlin"	9.157,43
5	1,00	BR 32 RS	Timpani Model "Berlin"	9.673,13

		American set up		
6	5,00	ET	Infinitely fixable Dresden pedal	12.684,01
7	5,00	ET	Finetuner turned to players side	746,91
8	5,00	MP APB-PSAM	Pedal-S.A.M.	2.225,88
9	5,00	ET	Counterhoops, dull chromed	1.990,08
10	5,00	ET	1/2 protectiv/carrying ring,chromed	1.335,42
11	5,00	ET	Semi-automatic castor system	6.708,87
12	5,00	ET	dark brown rack colour	
Total in EUR				69.623,42

The detailed specification sent by the seller under the Quote no.AG5275-001

The Seller declares that musical instruments and its parts are of the highest, premium quality. They are produced and delivered directly from the production to fulfill this contract. The production of the instruments will take one year.

2.2 Seller is committed:

- provide warranty service for the supplied musical instrument and parts for 2 years from the date of delivery
- Provide after-sales service for unlimited from the expiry of the warranty period .

2.3 The buyer undertakes to carry out warranty repairs with the seller's service center. Buyer can and will usually make post-warranty and general repairs overhaul the seller.

2.4. After-sales service constitutes overhaul and repair of musical instrument, as well as routine maintenance of the musical instrument according to buyer's requirements. The costs of the repair and transportation to the place of execution sales service shall be paid by the buyer.

2.5 The buyer assumes the seller goods supplied under this contract based on the delivery note.

Article 3 - Price

3.1 The price for the delivery of musical instrument is determined by agreement of the Parties under Law. 18/1996 Coll of. on prices, as amended, and of 69.623,42 (EUR sixty nine thousand six hundred twenty three, forty two cents) without VAT. The costs of shipping, packing and insurance will be charged in the invoice according to the real effort and after the previous confirmation of the buyer.

3.2. The buyer is identified for value added tax in the Slovak Republic (SR) and is obliged to pay VAT as prescribed in Slovak Republic "Self Assessment ". There is a **reverse charge**, as the person liable to pay tax is the recipient of the goods or services in accordance with the Council Directive 2006/112/EC of 28/11/2006 on the common system of value added tax.

Article 4 - Payment Terms

- 4.1 Payment shall be made by bank transfer 1/2 when ordering charged in the pro-forma invoice and 1/2 before the delivery and receipt of goods charged in the invoice.
- 4.2. The right to payment of the price the Seller is legally fulfilling his obligation.
- 4.3 After a delivery of the musical instrument to the buyer in the final destination place the seller will provide the buyer with two exemplars of a tax document. To the tax document, the seller must attach a certified registration acceptance and delivery note.

Article 5 - Warranty conditions

- 5.1 For this treaty global warranty terms are valid under the laws and regulations in force in the European Union and the Slovak Republic. If the production specifies a longer warranty period than the legal warranty period in the Slovak Republic, the longer warranty period will be applied.
- 5.2. Specific warranty period seller indicated on the warranty, as notified by the producer to the buyer upon delivery of the instrument.
- 5.3. The warranty period begins on the delivery day of the musical instrument to the representatives of the buyer, it means the date of signature of the delivery note and take-over of the registration at the agreed place.
- 5.4 The buyer is obliged to notify the seller in writing about defects without delay after their discovery, not later than the expiry of the warranty period. In the case of the claim by the buyer warranty period ceases to run and start running again from the day following the date of submission of the repaired instrument.

Article 6 - Delivery time - selection/testing of the instrument

- 6.1 The place of supply of musical instruments is the seat of the buyer (place of destination)
- 6.2 The Seller agrees to deliver a musical instrument and its parts **within 365 days** of the signing Contract. The delivery can be realised before that period when the production has started before the signature of the contract.
- 6.3 The seller allows the musicians of the Slovak Philharmonic to try the musical instrument in case of necessary.
- 6.4. Receiving a music instrument in place of destination the buyer will confirm the acceptance by a buyer registration. Simultaneously a representative of the buyer will sign a confirmation that the serial number is corresponding to the musical instrument selected him while in this Protocol buyer confirms the completeness and quality control musical instrument in accordance with this Agreement .
- 6.5 The seller agrees to notify the buyer on delivery of musical instrument at least 2 working days before the delivery.

Article 7 - Acquisition of ownership

The buyer acquires the property of the musical instrument that is the subject of the contract on the date of its receipt in the place of destination, confirmed the signing of an accession protocol.

Article 8 - Withdrawal

If the seller fails to deliver musical instrument and its parts thereof not later than the end of IV quarter of 2014 the buyer is entitled to grant him in justified cases, an additional reasonable period for fulfillment. If the seller fails to meet even in this period, the buyer is entitled to withdraw from the contract, Right to compensation of purchaser is not affected.

In the case of non-delivery good in the delivery period pursuant to the Article 6 second paragraph with regard to the Article 8 the buyer is entitled to liquidate damages from the seller of EUR 30 for each day late.

Article 9 - Conclusion

Any amendments to this agreement may be done only by written agreement of both parties.

Unless agreed otherwise in this agreement, the legal relations arising therefore and the resulting provisions of the Commercial Code and related generally binding legal regulations.

This agreement is valid from the date of its signing by the parties, subject to mandatory disclosure under the Act no. 211/2000 Coll., on Free Access to Information, as amended, and is effective on the day following its publication.

The contract is made in triplicate. The buyer will receive two copies and the seller one copy.

The Parties declare that they have read this agreement, that the agreement was not negotiated in distress or otherwise unilaterally under unfavorable conditions, as confirmed by their signatures.

For the buyer:

SLOVAK PHILHARMONIC

In Bratislava on : 27.12.2013

Prof. Marian Lapšanský
General Director

For the seller:

LEFIMA/AEHNELT PERCUSSION

In *Chauy* [redacted] date : 27.12.13

Stefan Aehnelt