



CONTRACT OF PURCHASE No. VŠC-7-75/2022

(hereinafter referred to as the “**Contract**”)

Art. 1 Contracting Parties:

Seller: **Tehnopol d.o.o.**
Registered office: Studenčice 53A, 1215 Medvode, Slovenia
Represented by: Alojz Polovšek – director
Business ID No. (IČO): 6299482
Taxpayer Reg. No. (DIČ): 45807566
VAT ID No. (IČ DPH): SI45807566
Banking details: Delavska Hranilnica d.d.,
Bank account No.:
IBAN:
(the “**Seller**”)

and

Buyer: Slovak Republic
Vojenské športové centrum DUKLA Banská Bystrica (Military Sports Centre),
State-budget funded organization of the Ministry of Defence of the Slovak
Republic
Registered office: Hutná 3, 974 04 Banská Bystrica
Represented by: pplk. (LTc.) Mgr. Matej Tóth - Director
Business ID (IČO): 00800520
Taxpayer Reg. No. (DIČ): 2021075309
VAT ID No. (IČ DPH): SK2021075309
Banking details: State Treasury
Bank account No.:
IBAN:
(the “**Buyer**”)

(The Seller and the Buyer also jointly referred to as the “**Contracting Parties**”)

Preamble:

This Contract is entered into as outcome of public procurement procedure pursuant to Section 3 of Act No. 343/2015 Z. z. on public procurement as amended (“**Slovak Public Procurement Act**”). The Buyer applied the public procurement procedure under Section 117 – small-value contracts to procure the scope of the Contract.

Art. 2 Scope of Contract

- I. Under the scope of this Contract, the Seller undertakes to supply to the Buyer the goods specified in detail in the Technical Specification, considered to be part of this Contract (the “**goods**”). The goods will comply with national, international and European standards, in particular they will be compliant with the European legislation (Regulation (EU) No. 1025/2012 of the European Parliament and of the Council on European standardisation).
- II. The Seller undertakes to supply the goods, carry out the installation and testing of goods functionality, train the Buyer’s employees and hand over all the documents relating to the goods. The Buyer undertakes to take over the goods and pay the purchase price.
- III. The place of delivery of the goods is the registered office of the Buyer: **Hutná 3, 974 04 Banská Bystrica, Slovak Republic (specifically the place where the goods will be stored until the installation takes place).**
- IV. The delivery period is **by 20 December 2022 at the latest**. The Seller is obliged to install the goods within 30 days from the receipt of Buyer’s request.
- V. Title to the goods will pass to the Buyer upon the take-over of goods (and the hand-over of all documents related to the goods), and the risk of damage to the goods shall thereby pass to the Buyer.
- VI. The Seller is obliged to insure the transportation of the goods to the place of safe storage at the Buyer’s premises.
- VII. Following the installation and tests of the goods functionality, the Seller is obliged to train the Buyer’s employees to operate the goods safely.
- VIII. Notwithstanding the above, the Seller will have complied with the obligation under Contract only when the installation and goods functionality testing will be performed. The Buyer is obliged to store the goods until that moment according to the Seller’s instructions.
- IX. The Seller will be liable for the damage on good during the installation and functionality tests of the goods and during the training of the Buyer’s employees.

Art. 3 Purchase Price

- I. The Contracting Parties agreed on the purchase prices for the goods: **EUR 65,180.00 exclusive of VAT**
In words: sixty-five thousands one hundred eighty euros
The price must comprise all the costs related to the delivery of the scope of contract, in particular the transportation, transportation insurance, inflation, system installation, accompanying documents to the goods, training of the Buyer’s employees and so on.
- II. The Buyer will pay the price in two invoices. The Seller will issue the first proforma invoice to 60% of the purchase price after the Contract takes effect. After the goods will be delivered to the Buyer’s registered office, the invoice for the whole amount of the price will be issued with the indicated unpaid amount of 40% of the price.
- III. The issued invoice will bear the following data:
 - The business name of the Seller and of the Buyer, their respective registered offices, Business ID No. (IČO), Taxpayer Registration Number (DIČ) and VAT ID No. (IČ DPH), invoice number,

- invoice issue date, invoice due date and the date of goods delivery,
- banking institution and account number, to which the invoiced amount will be paid, and
- the invoiced amount, required details for the VAT accounting purposes and the signature of authorised person.

- IV. The due date will be **30 days** from the receipt of the invoice.
- V. The Buyer is entitled to return the invoice to the Seller for correction, provided it did not comply with all the requisites under this Contract. The return of the invoice will suspend the due date period.

Art. 4 Service of Documents

- I. The service of documents ensuing under this contractual relation will be effected in the form of registered letters to the respective addresses of the Contracting Parties referred to in Art. I hereof. In the event the addressee will not take over the registered letter at the above address or frustrates the delivery in any manner whatsoever, and the letter will be returned to the sender, the day when the letter was delivered to the sender will be deemed the day of its receipt. In the event of the change of address, the Contracting Party is obliged to notify the other Contracting Party of the fact in writing, otherwise it will be held liable for the breach of the obligation and the service of letters made to the original address will be considered as the sender's compliance with the effects as referred to in this Article above.
- II. The Contracting Parties agree to the possibility of electronic service of documents via e-mails (mainly the request to carry out the installation of the goods, and notification of defects). In such event, a Contracting Party is obliged to confirm the receipt of the e-mail. Where a Contracting Party does not confirm the receipt of an e-mail, it is deemed the e-mail was not delivered.
- III. E-mail contact of the Seller: medisport@evj-kabel.net, e-mail contact of the Buyer: xxxxxxxxxxx, info@dukla.sk

Art. 5 Liability for Defects

- I. The Seller is obliged to deliver the goods in the quantity, quality and design set forth by the Contract; the Seller shall pack the goods or prepare them for transport in a manner specified in the Contract.
- II. Where Contract does not specify how the goods should be packed or prepared for transport, the Seller is obliged to pack the goods or prepared the goods for transport in a manner usual for such goods in business conduct, or, if such a manner cannot be determined, the Seller shall pack or prepare the goods in a manner required for storing and protecting the goods.
- III. If the Seller breaches the obligation in Paragraph I. of this Article, the goods are defective.
- IV. The Seller guarantees a warranty period of 24 months for the goods as of the day of installation and the functionality testing of the goods.
- V. The Seller is obliged to remove defects within 30 days from the Buyer's notice, unless the Contracting Parties specify another time period.

Art. 6 Contractual Penalties

- I. The Buyer shall be entitled to a contractual penalty in the amount of EUR 100 for each day of the Seller being in default with the performance of obligations under this Contract (in particular

if the Seller fails to deliver the goods along with all the documents or fails to perform the installation and functionality testing of the goods within the time periods specified in the Contract; if the Seller fails to remove reported defects in a due and timely manner).

- II. Where the Buyer is in default with the payment of the purchase price, the Seller is entitled to default interest that shall be 8% higher than the basic interest rate of the European Central Bank.

Art. 7 Withdrawal from the Contract

- I. The Contracting Parties may withdraw from the Contract in the event of substantial failure to fulfil obligations under the Contract (in particular if the Seller fails to deliver the goods along with all the documents or fails to perform the installation and the functionality testing of the goods within the time periods set forth in the Contract; if the Seller fails to remove the reported defects in a due and timely manner or the Buyer fails to pay the purchase price in time).

Art. 8 Settlement of Disputes

- I. The Contracting Parties agree to settle any disputes preferably by mutual agreement.
- II. The competent first instance court for potential settlement of disputes shall be Slovak District Court in Banská Bystrica (from Slovak: *Okresný súd v Banskej Bystrici*). Slovak courts observe the Slovak procedural regulations in the proceedings and all parties be equal when exercising their rights.

Art. 9 Concluding Provisions

- I. Any communication of the Parties, whether oral or written, shall be in the English language.
- II. The Contract shall be construed in accordance with the meaning that would be ascribed to them under identical circumstances by reasonable persons in equal position of the Parties involved. Should the provisions, words or expressions used in the Contract suggested by one of the Parties, be ambiguous or not in accordance with the content of the Contract, they will be construed to the disadvantage of the Party which suggested them.
- III. The countries in which the Contracting Parties have their registered offices are members of the euro zone; therefore, the currency used shall be euro.
- IV. The documents constituting the Contract shall be deemed to be mutually explanatory. For interpretation purposes, the order of individual documents based on their binding effect shall be as follows:
 - Contract of Purchase;
 - the United Nations Convention on Contracts for the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods;
 - Technical Specification of Goods.
- V. The Contracting Parties agree that issues not explicitly dealt with in the documents constituting the Contract shall be governed by Slovak laws.
- VI. The Contract shall enter into force on the day this Contract is signed by the last Contracting Party to do so and shall take effect on the day following the day of its publication in the Central Register of Contracts of the Slovak Republic.
- VII. This Contract is executed in three counterparts, of which the Seller shall receive one and the Buyer shall receive two.

- VIII. The Contracting Parties hereby declare they have read the Contract, understood its content and in witness of their consent therewith they have signed it in their own free will.
- IX. The validity of individual provisions of the Contract shall be subject to the severability (salvatorius) clause.
- X. The Contracting Parties undertake to substitute an ineffective or invalid provision (by applying the severability clause) within the period of 7 days after such a provision has been identified, with a new provision as close as possible with respect to the purpose and economic importance thereof to such a provision of this Contract that is to be substituted in this way.
- XI. Any agreements altering or amending this Contract shall only be binding for the Contracting Parties if they are confirmed by virtue of a written amendment to this Contract signed by statutory representatives of both Contracting Parties in accordance with the applicable Slovak Public Procurement Act.
- XII. The Contracting Parties also hereby declare that the Contract has been signed by authorized representatives:
- XIII. The following Annexes shall form an integral part hereof:
- Contract of Purchase;
 - the United Nations Convention on Contracts for the International Sale of Goods and the Convention on the Limitation Period in the International Sale of Goods;
 - Technical Specification of Goods.

In Medvode on

In Banská Bystrica on

.....
Seller
Alojz Polovšek
Director

.....
Buyer
pplk. (LTc.) Mgr. Matej Tóth
Director



Annex to Contract No. VŠC-7-75/2022

b) United Nations Convention on Contracts for the International Sale of Goods and Convention on the Limitation Period in the International Sale of Goods

United Nations Convention on Contracts for the International Sale of Goods, published by The United Nations Commission on International Trade Law (**UNCITRAL**) 2010, New York, **direct reference** in the form of Uniform Resource Locator (URL):

https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/19-09951_e_ebook.pdf,

Slovak translation: United Nations Convention on Contracts for the International Sale of Goods (Vienna 11 April 1980, notification No. 160/1991 Zb.)

United Nations Convention on Contracts for the International Sale of Goods, published by The United Nations Commission on International Trade Law (**UNCITRAL**) 2012, New York, **direct reference** in the form of Uniform Resource Locator (URL):

https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/limit_conv_e_ebook.pdf,

Slovak translation: Convention on the Limitation Period in the International Sale of Goods (New York 14 April 1974, Decree No. 123/1988 Zb.) as amended by Additional Protocol (11 April 1980, notification No. 161/1991 Zb.)

(these are not attached to the hardcopy of the Contract)



Annex to Contract No. VŠC-7-75/2022

c) Technical Specification of Goods

1. Outline

- **Outline Informational Proposal for altitude (hypoxic) room and gym**

Room:

Dimensions:

Total volume = 100 m³

Gym:

Dimensions:

Total volume = 200 m³

The room need to be **well sealed**, but not totally – a flushing action has to be possible. Total losses are planned about 10% of the room volume/hour.

Air quality

Altitude system will supply fresh hypoxic air to the room with maximal flow depending on preset O₂ %. This flow will minimize the changes in O₂ % and keep it stable or minimize the time to reach the planned O₂ % (altitude) in the room. Planned air flow will provide optimal conditions.

Altitude (O₂ %) in the room will be set by the user on HMI (LCD touch screen display).

System provide filtering better than HEPA standard, so that all particles, pollen, hydrocarbons and even bacteria are removed. Combined with the continuous flushing, this provides the best possible air purity. The system remove up to 90% of humidity as well as CO₂ to create a clean dry air stream, which creates pleasant living environment.

We also recommend to use AC unit (s) in the room during hot season, specially in hot climates. As an alternative to the AC unit, an air chiller system, can be used, to pre-cool the hypoxic air.

- **Oxygen Control**

The system has been designed to **combine good control with reliability and the lowest operating cost**.

Room will have the oxygen percentage controlled. Similarly, room will have independent safety and alarm features in the event of oxygen levels going too low. The control will be done from a central control cabinet, where the oxygen SET point and oxygen ACTUAL levels will be indicated.

The system has an RS485 output that enables the oxygen levels (and any alarm conditions) to be constantly monitored and stored.

The normal range of oxygen control will be down to 13% (3.800 m) or **EVEN MUCH** lower (but **only on special request using password on main system HMI – display**). Control accuracy will be +/- 0.2%.

Accuracy valid for a new sensors, with use the accuracy of sensors will / can decrease. With calibration implemented in software the sensors can be re-calibrated.

1.3. Air change

The system has been designed to achieve compromise between providing good air quality and reducing operating cost.

The air change requirement drives the size of the compressor system, so any change in air change rate may impact on system sizing.

1.4. System Specification

The system is based on air compressor with power of 15 KW. The hypoxic module could support even more powerful compressor (18 KW) with higher air flow, so in case of upgrade, it could support stronger or additional compressor. But of course it has limitations too.

This system with additions would allow also upgrading the system with additional room.

1.5. System statistics

For maximum safety the system produce air with oxygen content about 10%. This is chosen for safety reasons as this is the lowest level that can be breathed without the risk of long term harm. Whilst the room would never normally (except on special request) be allowed to drop below 13% (or more, depends on setting).

System is planned that big – GYM room reaches altitude of 2500 m in about 90 minutes. Simulation of proposed system performances is in addition. Number of users would be up to 10 for relatively intense workout.

Sleeping room will reach altitude of 2500 m in about 45 minutes.

If system will be extended with additional room, which will mean additional volume, the time to reach altitude will change. It depends on compressor flow and total rooms volume.

1.6. Working principles

1.6.1. Three room system – independent work

It is possible to divide gym in two independent parts, each with separate altitude regulation. In this case each of rooms will work totally separate and independent. Energy used by the system is optimized, using special optimization algorithm.

1.6.2. Add-ons

It is important to control blood saturation and HR during hypoxic training. During sleeping it is also important to follow quality of sleeping to get optimal results. Add-on of the system will be 4 pulse oximeters (wrist with finger probe), with additional software app. The pulse oximeter will be supplied together with the system.

Client could follow his saturation and HR in real time, using Android App or analyze data after sleeping. This serves as the base for decision about optimal altitude training.

- **Price**

- **Altitude room – three rooms system – independent work**

- Compressed air station – screw air compressor 15 KW, industrial range, compact, low noise (67 to 70 dB rated by the producer) compressor including filters, compressed air refrigerant dryer and compressed air tank.
- Hypoxic module including better than HEPA filtration, oil traces removal and hypoxic air production.
- Hypoxic air tank with valve system for independent air supply for each room.
- Central control system to control the rooms environment and hypoxic system including HMI (touch screen LCD display) for communication with the system. Each room is controlled independently. All 3 rooms could also work together (at same time) with separate / individual altitude setting.
- Dividing panel with valves for each room.
- Special long life room oxygen sensors.
- Rooms alarm.
- 4 pcs. wrist pulse oximeter with finger probe, including Android APP.
- Oil separation unit for oil removal from condensate.
- Installation costs (connection of all components to connection points prepared by the Buyer).

- **Exclusions**

The proposal does not include:

- Construction works, drilling holes, painting, etc.
- Making the connection points (connection points will be made by Buyer on the basis of the Seller's instructions.)
- AC in the rooms and technical room (if needed).
- Fresh cooling air supply for compression and cooling compressor and hot air removal from technical room (from compressor).
- Air humidification in the room (if needed).
- Sink for condensate removal.

All this works and material could be supplied by producer (if the Buyer is unable to carry out with their own contractors) at additional costs and they are not subject of this contract. The Buyer will supply all drawings and information the producer will need.