



CONTRACT OF PURCHASE No. VŠC-7-94/2022

(hereinafter referred to as the “Contract”)

Art. 1 Contracting Parties:

Seller: HORA Systemtechnik GmbH
Registered office: Chiemseestrasse 26, D-83093 Bad Endorf
Represented by: Margarete Fischer – director
Business ID No. (IČO): 10306574/113
Taxpayer Reg. No. (DIČ): DE812283466
VAT ID No. (IČ DPH): DE812283466
Banking details: Volksbank Raiffeisenbank Rosenheim-Chiemsee eG
Bank account No.: DE21 7116 0000 0008 9153 34
IBAN: DE21 7116 0000 0008 9153 34
(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.: 7000166408/8180
IBAN: SK53 8180 0000 0070 0016 6408
(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 along with 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: **Biatlonová strelnica VŠC DUKLA na Králikoch (Biathlon shooting range, Králiky (Google maps coordinates – Plus code P2QF+RX Banská Bystrica).**
- IV. The Seller undertakes to deliver the goods to the Buyer in the period **by 30 November 2022 at the latest.**
- 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 arrange insurance coverage for the transportation of the goods up to the place of delivery.

Art. 3 Purchase Price

- I. The Contracting Parties agreed on the purchase prices for the goods: **EUR 58,331.00 exclusive of VAT**
In words: fifty-eight thousands three hundred thirty-one euros
The price must comprise all the costs related to the delivery of the scope of contract, in particular the packaging and transportation, transportation insurance, inflation, accompanying documents to the goods, and so on.
- II. The Seller will be entitled to be paid the purchase price when the goods is duly delivered to the Buyer at the agreed place of delivery, in the agreed quantity and quality and upon receipt of the relevant invoice by the Buyer.
- III. The issued invoice will bear the following data:
 - The business name(s) 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. 1 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 without delay, 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 notification to the Buyer of delivery 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. In such event the service of documents referred to above must be applied.
- III. E-mail contact of the Seller: info@hora2000.de , e-mail contact of the Buyer: 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 the Contract does not specify how the goods should be packed or prepared for transport, the Seller is obliged to pack the goods or prepare 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 goods take-over by the Buyer.
- V. The Seller is obliged to remove defects within 30 days from the Buyer's notice, unless the Contracting Parties specify another time period.
- VI. The Buyer's exercise of the right to remove defects will suspend the warranty period, such right will be exercised by serving a written (or electronic via e-mail) complaint to the Seller. After the defect is remedied, the warranty period will resume as of the day following the signature of a written record on resolved complaint by both Contracting Parties.
- VII. The Seller will be obliged to supply new goods where the defective performance will constitute a substantial breach of the Contract or where there will be reports by the Purchaser of recurring removals of the same defect or an irreparable defect.

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 by the deadlines set forth 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 the basic interest rate of the European Central Bank plus 8 percentage points.

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 by the deadlines 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).
- II. The withdrawal from the Contract will take effect as of the day the written notice of withdrawal is received by the other Contracting Party.

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;
 - 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 attached their hand-written signatures 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 authorised 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;
 - Technical Specification of Goods.

In Bad Endorf on

In Banská Bystrica on

.....
Seller
Margarete Fischer
Director

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



Annex to Contract No. VŠC-7-94/2022

b) United Nations Convention on Contracts for 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.)

(it is not attached to the hardcopy of the Contract)

-Translation from the Slovak language-



Annex to Contract No. VŠC-7-94/2022

c) Technical Specification of Goods



HoRa Systemtechnik GmbH

Chiemseestraße 26
D-83093 Bad Endorf
Tel +49 (0)8053 49043
Fax +49 (0)8053 49053
e-mail: info@hora2000.de
internet:www.hora2000.de

VŠC DUKLA Banská Bystrica
Hutná 3

974 04 Banská Bystrica

Page: 1
Customer No.: 1844
Processed by: M. Fischer
Customer VAT-Id: SK2021075309
VAT-Id: DE812283466
Date: 10.10.2022

Offer No. 2022717

Item	Qty. unit	Description	Unit price EUR	Value EUR
1	1,00	Electronic shooting system HoRa 2000 E consisting of: 12 pcs HoRa 2000 E electronic target, Vers. 3.0 -SMD- 12 pairs foot stand including cable protection bar 5 pcs keyboards for training use, switchable from manual using to autoclear mode 1 set cabling (power cable, connecting cable, control cable) and plugs for cabling 12 pcs bullet traps for 2 paper rows 4 pcs HoRa paint 2 x 5 kg white + 2 x 5 kg black 12 pcs target number 45 x 45 cm 12 pairs lane number plate for base line 25 x 30 cm yellow/red packing and freight charges	58.331,00	58.331,00
Net amount				58.331,00
tax free (Intra-Community supply of goods)			58.331,00	
Total amount				58.331,00

This quotation is valid until 24.10.2022

Prices are 0 % VAT.

Delivery time: currently by arrangement

Delivery terms: DAP Banská Bystrica

Payment terms: the invoice is payable within 30 days after the invoice date