

# KÚPNA ZMLUVA

uzavretá v zmysle zákona č. 25/2006 Z.z. o verejnom obstarávaní a o zmene a doplnení niektorých zákonov v znení neskorších predpisov a podľa § 409 a. Zákona č. 513/1991 Z.z. v znení neskorších predpisov Občianskeho zákonníka

medzi

**Dodávateľ:** Seed Cognitiva - Robotics Innovation, Lda  
**Sídlo:** Av. 25 Abril, N. 21A, 2610-182 Amadora Lisbon, Portugal  
**Kontakt:** (1) Pedro Manuel Carvalho Ramilo and (2) Marco Paulo da Silva Prata (riaditelia), seed@seedrobotics.com  
**IČO:** Registrovaný na Conservatória do Registo Comercial R.N.P.C. pod IČ DPH  
**IČ DPH:** PT515887277  
**Banka:** Banco Comercial Portugues S.A.  
**Adresa:** AV Prof. Dr. Cavaco Silva 30, Edificio 2, floor 2-B, 2740-256 Oeiras, Portugal  
**Číslo účtu:** IBAN SWIFT:  
**Kontakt:** Pedro Ramilo,

**Objednávateľ:** Univerzita Komenského v Bratislave  
**Sídlo:** Šafárikovo nám. 6, 814 99 Bratislava 1  
**Štatutár:** prof. JUDr. Marek Števíček, PhD., rektor  
**IČO:** 00397865  
**DIČ:** 2020845332  
**IČ DPH:** SK2020845332  
**Súčasť:** Fakulta matematiky, fyziky a informatiky  
**Sídlo:** Mlynská dolina, 842 48 Bratislava  
**Zastúpená:** prof. RNDr. Daniel Ševčívič, DrSc., dekan  
**Osoba oprávnená konať vo veciach:**  
a) zmluvných: PaedDr. Martina Sandanusová, PhD.;  
b) realizácie zmluvy: prof. Ing. Igor Farkaš, PhD.;

## čl. 1 Predmet zmluvy

1. Dodávateľ (predávajúci) sa zaväzuje dodať kupujúcemu tovar „Humanoidný robot NICO“.
2. Dodávateľ prehlasuje, že predmet zmluvy je v jeho výlučnom vlastníctve.
3. Popis predmetu zmluvy so špecifikáciou ceny tvorí prílohu 1, ktorá je neodeliteľnou súčasťou tejto zmluvy.
4. Odberateľ (kupujúci) sa zaväzuje predmet zmluvy prevziať a zaplatiť zaň kúpnu cenu.
5. Odberateľ nadobudne vlastické právo až úplným zaplatením kúpnej ceny.

## čl. 2 Kúpna cena

Odberateľ sa zaväzuje za predmet kúpy zaplatiť **14961,60 EUR** (slovom štrnásťtisíc deväťstošesťdesiatjeden Eur a šesťdesiat centov) bez DPH.

### **čl. 3 Podmienky splnenia zmluvy**

1. Dodávateľ sa zaväzuje dodať predmet zmluvy uvedený v čl. 1 tejto zmluvy do 28 týždňov odo dňa platnosti tejto zmluvy.
2. Miestom dodania predmetu zmluvy je Fakulta matematiky, fyziky a informatiky, Univerzita Komenského, Mlynská dolina, 84248 Bratislava.
3. Predmet zmluvy je splnený zo strany dodávateľa prebratím predmetu zmluvy odberateľom.
4. Predmet zmluvy sa považuje za dodaný odberateľovi, ak je potvrdený dodacím listom od prepravnej spoločnosti.

### **čl. 4 Platobné podmienky**

1. Odberateľ sa zaväzuje zaplatiť dodávateľovi dohodnutú kúpnu cenu v zmysle čl. 2 tejto zmluvy na základe predloženej faktúry.
2. Splatnosť faktúry je 30 dní odo dňa vystavenia.

### **čl. 5 Zodpovednosť za vady tovaru**

1. Dodávateľ ručí za vady zo záruky predmetu zmluvy 24 mesiacov odo dňa prevzatia.
2. V prípade vady zo záruky predmetu zmluvy počas záručnej doby má odberateľ právo na bezplatné odstránenie závad a dodávateľ povinnosť vady odstrániť na svoje náklady.
3. Dodávateľ nezodpovedá za vady, ktoré vznikli poškodením predmetu zmluvy hrubou neobstaranosťou odberateľa alebo neodbornou prevádzkou, obsluhou a údržbou.
4. Zmluvné strany sa budú riadiť príslušnými ustanoveniami Obchodného zákonníka v platnom znení, ktoré upravujú nároky zo zodpovednosti za vady.

### **čl. 6 Odstúpenie od zmluvy**

1. Dodávateľ je oprávnený odstúpiť od zmluvy v prípadoch stanovených Občianskym zákonníkom.
2. Odberateľ je oprávnený odstúpiť od zmluvy v prípadoch ustanovených Občianskym zákonníkom, alebo:
  - 2.1 pri oneskorení dodávky o viac ako 60 dní spôsobenom zavinením dodávateľa,
  - 2.2 ak predmet dodania nie je totožný s predmetom určeným v zmluve.

### **čl. 7 Záverečné ustanovenia**

1. Príloha č. 1, ktorá obsahuje opis predmetu kúpy spolu s cenou, je neoddeliteľnou súčasťou tejto zmluvy.
2. Zmluva nadobúda platnosť dňom jej podpísania zmluvnými stranami a účinnosť dňom nasledujúcim po dni zverejnenia v Centrálnom registri zmlúv vedenom Úradom vlády SR podľa § 47a ods. 1 Občianskeho zákonníka v nadväznosti na § 5a ods. 1 a ods. 4 zákona č. 211/2000 Z.z. o slobodnom prístupe k informáciám a o zmene a doplnení niektorých zákonov (zákon o slobode informácií).

3. Platnosť zmluvy je stanovená na dobu dodania, prebratia a uhradenia predmetu zmluvy a záručnej doby.
4. Zmluvu je možné zrušiť alebo zmeniť po vzájomnej dohode zmluvných strán v písomnej forme.
5. Obidve zmluvné strany prehlasujú, že sa oboznámili s obsahom tejto zmluvy, že nebola dohodnutá v tiesni ani za inak nevýhodných podmienok a že ju uzavreli z vlastnej vôle, určite, vážne a zrozumiteľne.
6. Táto zmluva je vyhotovená v štyroch vyhotoveniach, z toho dve v slovenskom jazyku a dve v anglickom jazyku. Každá zmluvná strana dostane dve vyhotovenia, po jednej v každom jazyku.
7. V prípade nezrovnalostí medzi jazykovými verziami zmluvy má prednosť v platnosti slovenská verzia.

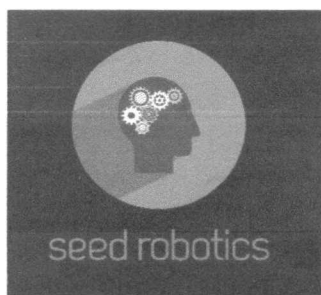
Za dodávateľa  
Lisabon, dňa ...

Za odberateľa  
Bratislava, dňa .....

podpis dodávateľa  
Pedro Ramilo (1), riaditeľ

podpis odberateľa  
prof. RNDr. Daniel Ševčovič, DrSc.

podpis dodávateľa  
Marco Prata (2), riaditeľ



# ANNEX I | QUOTATION

QUOTE #	DATE
QU-15-0017	2021-06-14
CUSTOMER REFERENCE	VALID UNTIL
C.U.B. Prof. Farkas	2021-10-12

## CUSTOMER INFO

Comenius University in Bratislava  
 C/O Prof. Igor Farkas,  
 Centre for Cognitive Science  
 Department of Applied Informatics, Head  
 Faculty of Mathematics, Physics and Informatics  
 Tel: +421 2 60295 621

Seed Cognitiva - Robotics Innovation, Lda  
 Av. 25 Abril, N. 21A,  
 2610-182 Amadora  
 Lisbon, Portugal  
 VAT Nr. PT515887277  
 Phone: +351 967 644 445  
 Email: seed@seedrobotics.com

ITEM	UNIT PRICE	QTY	SUB TOTAL	DISCOUNT	LINE TOTAL
NICO Torso Composed by: . Head with Facial expression system [OUTPUT] . Arms and neck with total 10 degrees of Freedom (MX-64AR actuators) Actuators include bidirectional communication for motor control and query of positions, speed, current, temperature etc. . Power Supply and USB Interface for operation and control from the PC . Stereo Sound OUTPUT (to be connected to the operator's computer) . Cosmetic Chest and Shoulder Covers for NICO	7 500,00	1	7 500,00		7 500,00
NICO Manipulators RH5D Child Size Robot Hand . 4 fingers per Robot Hand . 14 degrees of freedom per Robot hand; 28 degrees of freedom total . 5 actuators in each hand, with similar control and communication capabilities to the Torso actuators	2 390,00	2	4 780,00	3,0%	4 636,60
INPUTS: Vision System for NICO Composed by 2x Cameras installed in the Eyes: . Sensors: "4K USB 3 Cameras (See3CAM)" . Lens: Wide Angle Fisheye S-mount lens for 1/3.2" f=1.05mm F2.4, Image Circle 3.46mm, FOV 202°	1 450,00	1	1 450,00		1 450,00
Sound Capture/Sound INPUT System for NICO . Composed by Stereo Microphones (installed in the ears) and Presonus USB 3 Professional Sound Capture device.	650,00	1	650,00		650,00
Software Frameworks . Open Source software framework: PyPot . URDF files available for use in Simulator					
. Lead time from order confirmation: 8 weeks	<b>SUBTOTAL EUR</b>				<b>14 905,00</b>
	<b>DISCOUNT EUR</b>				<b>-143,40</b>
	<b>DELIVERY CIP BRATISLAVA</b>				<b>200,00</b>
	<b>TAX: 0% - VAT Reverse Charge</b>				<b>-</b>
	<b>TOTAL EUR</b>				<b>14 961,60</b>



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## Additional Remarks:

. SEED COGNITIVA R.L. LDA ("SEED ROBOTICS") is the **SOLE MANUFACTURER AND SUPPLIER** of the NICO Robot system in the present configuration, using the RHSD Robot Hands, providing a total of 24 DoF in the hands/Manipulators as specified in your request.

. NICO Robot is delivered with all components assembled and tested

. This Quotation does not include an onboard computer for controlling the Robot. Users normally connect the robot to their own computer or to a dedicated computer.

. For best performance, Vision and Sound Capture systems should be directly connected to user computer's USB 3 ports. Facial Expression system and motor control may be connected directly to the user computer's USB 2.0 ports, if USB 3.0 ports are not available.

A total of 2x USB 3.0 ports and 2x USB 2.0 ports are required for full Robot operation using Mono Vision. For Stereo vision, a 3rd USB3 port is required. The use of USB hubs is NOT recommended due to added latency.

## Terms & Conditions

### Order Confirmation:

An Official Purchase order from the Customer is required to confirm the Order and initiate the Manufacturing and Order fulfillment process.

### Order preparation and Lead Time:

Items in this Quotation are built according to the specifications outlined above.

The Items will be ready for shipment in 8 weeks after the Order Confirmation, unless a different estimate is provided above.

### Warranty and Support:

Units supplied by Seed Cognitiva - R.L. Lda include a 1-year warranty against manufacturing defects. Additionally, free phone and email support are provided, to assist users in getting started or troubleshooting mechanical issues.

The Warranty and Support does not cover (1) development or troubleshooting of Customer software, (2) third party tools and libraries not officially supported by Seed Cognitiva, Lda and (3) damages to motors, motor gears and motor drivers (MOSFETs) as these are perceived as a consequence of exceeding the products' specifications.

### Shipping:

Shipping is done CIP (Customer's Address), per Incoterms 2020. All procedures and costs of customs and taxes to be handled by the customer.

### Payment Terms (Net30):

As detailed above, an Official Purchase Order is required to Confirm the Order and initiate the manufacturing process.

Payment is due within 30 days of delivering the goods.

THIS DOCUMENT IS A QUOTATION.

To confirm this Quote, we kindly ask you to send us an Official Purchase Order.

## Menções Legais / Mandatory Legal Notices

PORTUGUESE, PT: Os produtos constantes neste documento destinam-se ao uso em ambiente de Científico e de Investigação. O utilizador deverá familiarizar-se com o produto e observar os devidos e razoáveis cuidados durante a sua operação e manuseamento.

Deverá ser vedado o acesso ao equipamento a menores de 18 anos.

Seed Robotics é uma marca registada, em uso por Seed Cognitiva - R.L., Lda

ENGLISH; EN: The products listed in this document are meant to be used in a Scientific environment and for Scientific Research.

The user should become familiar with the product and take the appropriate caution while handling and operating the products.

The products shall not be used by any person under the age of 18 years old.

Seed Robotics is a registered trademark, in use by Seed Cognitiva - R.L., Lda

Resolução Alternativa de Litígios: Em caso de Litígio, poderá o cliente recorrer ao Centro de Arbitragem dos Conflitos do Consumo de Lisboa.

# PURCHASE CONTRACT

concluded pursuant law no. 25/2006 of Collection of Laws (C.L.) about public procurement and about change and amendment of certain laws according to updated rules, and according to § 409 and Law no. 513/1991 of C.L. according to updated rules of the Commercial Code

between the parties

**Seller:** Seed Cognitiva - Robotics Innovation, Lda  
**Seated at:** Av. 25 Abril, N. 21A, 2610-182 Amadora Lisbon, Portugal  
**Represented by:** (1) Pedro Manuel Carvalho Ramilo and (2) Marco Paulo da Silva Prata (both directors), seed@seedrobotics.com  
**ID No.:** Registered at Conservatória do Registo Comercial R.N.P.C. under VAT number  
**VAT No.:** PT515887277  
**Bank:** Banco Comercial Portugues S.A.  
**Address:** AV Prof. Dr. Cavaco Silva 30, Edificio 2, floor 2-B, 2740-256 Oeiras, Portugal  
**Account:** IBAN: SWIFT:  
**Contact:** Pedro Ramilo,

**Buyer:** Univerzita Komenského v Bratislave  
**Seated at:** Šafárikovo nám. 6, 814 99 Bratislava 1  
**Represented by:** prof. JUDr. Marek Števček, PhD., rector  
**ID No.:** 00397865  
**VAT No.:** SK 2020845332  
**Division:** Fakulta matematiky, fyziky a informatiky  
**Seated at:** Mlynská dolina, 842 48 Bratislava  
**Represented by:** prof. RNDr. Daniel Ševčovič, DrSc., dean  
**Contact for:**  
a) contract issue: PaedDr. Martina Sandanusová, PhD.;  
b) contract realization: prof. Ing. Igor Farkaš, PhD.;

## 1. Subject of Contract

1. Seller undertakes to deliver to the Buyer the goods (subject of the Contract) „Humanoid robot NICO“.
2. Seller declares, that he is the exclusive owner of the subject of the Contract.
3. Description of the goods with price specification is given in annex 1, which is an integral part of this Contract.
4. Buyer undertakes to accept the subject goods and to pay the purchase price.
5. Buyer becomes the exclusive owner of the goods after complete payment of the purchase price.

## 2. Purchase price

1. Buyer undertakes to pay the purchase price **14961,60 EUR** (fourteen thousand, nine hundred and sixtyone EUR and sixty cents) without VAT.

### **3. Conditions of the Contract Completion**

1. The Seller is obliged to deliver the subject of the Contract specified in art. 1 within 8 weeks starting from the day of effectiveness of this Contract.
2. The place of delivery is Faculty of Mathematics, Physics and Informatics, Comenius University, Mlynská dolina, 84248 Bratislava.
3. The subject of the Contract is completed from the Seller's side by receiving the goods by the Buyer.
4. Goods are considered received by the Buyer with Proof of Delivery by the shipping company.

### **4. Payment conditions**

1. The Buyer is obliged to pay the Seller the purchase price given in art. 2 of this contract, based on the submitted invoice.
2. The invoice is due 30 days from the date of its issuance.

### **5. Liability for defects**

1. The Seller provides warranty on potential defects for guarantee period during 24 months from the day of goods' acceptance.
2. In case of defect during guarantee period the Buyer has the right to have the defect removed cost free and the Seller is obliged to remove the defect at his own expenses.
3. The Seller is not responsible for damages resulting from unauthorized and careless usage of the subject of the Contract.
4. Both contractual parties will follow the corresponding valid regulations of the Commercial Code, specifying the liability in case of damage.

### **6. Contract termination**

1. The Seller has the right to withdraw from the Contract in cases specified in the Civil Code.
2. The Buyer has the right to withdraw from the Contract in cases specified in the Civil Code, or:
  1. in case of delayed delivery over than 60 days, caused by the Seller,
  2. if the content of the delivery is not identical with the subject of the Contract.

### **7. Final provisions**

1. Annex 1, containing the description of the subject of Contract together with the purchase price, is an integral part of the Contract.
2. The Contract becomes valid on the day of being signed by both contractual parties and becomes effective on the following day after being made public in the Central registry of contracts, run by the Government Office of the Slovak Republic, according to § 47a sec. 1 of the Commercial Code, in connection with § 5a sec. 1 and sec. 4 of the Law

no. 211/2000 of C.L. about free access to information, and about change and additions of several laws (free information law).

3. Contract validity covers the dates of goods delivery, payment and the duration of guarantee.
4. The Contract can be cancelled or changed after the mutual agreement of both contractual parties in the written form.
5. Both contractual parties declare, that they became familiar with the content of this Contract, that it was not created under pressure or under any other unfavorable conditions, and that it was agreed upon from their own will, seriously and come comprehensively.
6. This Contract is executed in four copies, two in Slovak and two in English language. Each party receives two copies, one in Slovak and one in English language.
7. In case of inconsistency between the language versions of the Contract, the Slovak version gets the preference.

Seller  
Lisbon, dated

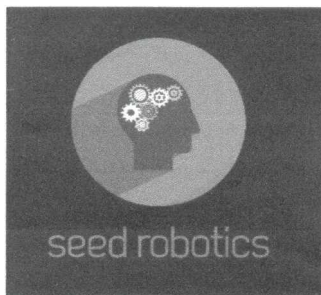
Buyer  
Bratislava, dated.....

seller's signature  
Pedro Ramilo (1), Director

.....  
buyer's signature  
prof. RNDr. Daniel Ševčovič, DrSc.

seller's signature  
Marco Prata (2), Director





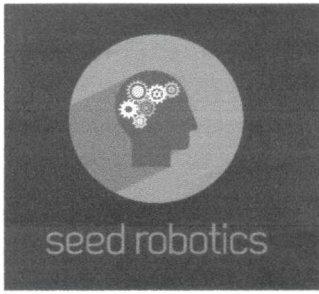
Seed Cognitiva - Robotics Innovation, Lda  
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 2610-182 Amadora  
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 Comenius University in Bratislava  
 C/O Prof. Igor Farkas,  
 Centre for Cognitive Science  
 Department of Applied Informatics, Head  
 Faculty of Mathematics, Physics and Informatics  
 Tel: +421 2 60295 621

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