**Annex No. 4**

 **To the Regulations with ID No. RTU-2018/8**

**Draft Procurement Agreement No. 01J02-1/\_\_\_\_\_\_**

**Riga Technical University**, educational institution registration No. 3341000709, represented by Vice-Rector for Finance Ingars Eriņš, who acts pursuant to Riga Technical University Constitution (approved by the law “On Riga Technical University Constitution” dated 23 October 2014) and the Rector’s Order No. 01000-1.1/34 “On Signatory Rights on Public Procurement Agreements and Documents Involved in Public Procurement Procedures” dated 3 February 2015, hereinafter referred to as – the Customer, as the party of the first part, and

**\_\_\_\_\_\_\_\_\_\_**, registration No.\_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acts pursuant to the Articles of Association, hereinafter referred to as – the Supplier, as the party of the second part,

jointly hereinafter referred to as – the Parties, and each separately as – the Party, in accordance with the results of the Tender **“Acquisition of Scientific Equipment for RTU Faculty of Materials Science and Applied Chemistry: 500 MHz Nuclear Magnetic Resonance Spectrometer”**, with the identification No. RTU-2018/8, without duress, delusion or fraud, have concluded this agreement, hereinafter referred to as – the Agreement, as follows:

1. **Definitions**
	1. **Act** –Transfer and Acceptance Act, which confirms that the Goods or any their part have been supplied, instructing has been provided in accordance with the Agreement provisions or Defects have been revealed (Annex No. 3).
	2. **Defects** – non-conformityof the Supply, volume or quality of the Goods to the regulatory enactments of the Republic of Latvia, the Technical Offer or the Agreement.
	3. **Procurement** – open tender “Acquisition of Scientific Equipment for RTU Faculty of Materials Science and Applied Chemistry: 500 MHz Nuclear Magnetic Resonance Spectrometer”, with the identification No. RTU-2018/8.
	4. **Agreement –** this Agreement, with all its Annexes, possible supplements and amendments.
	5. **Agreement Amount –** maximally possible cost of the Goods Supply in accordance with the procedure and in the amount prescribed by the Agreement, without VAT.
	6. **Regulations** – the Regulations of this Procurement procedure, with all their Annexes, supplements, corrections and amendments.
	7. **Representative** – a person authorised by the Customer or the Supplier to control performance of the Agreement obligations and accept or transfer the Goods within the framework of the Agreement.
	8. **Goods** –500 MHz nuclear magnetic resonance spectrometer in conformity with the Procurement Technical Specifications and the Supplier’s Technical Offer (Annex No.1).
	9. **Supply** – the Goods Supply in accordance with the Agreement provisions.
	10. **Waybill** –the Waybill made in conformity with the regulatory enactments, which the Suppliers submits to the Customer for the Goods Supply in accordance with the procedure set by the Agreement.
	11. **Project** –the European Union fund project “Infrastructure Development of Engineering and Smart Technologies Centre of Riga Technical University in Smart Specialisation Areas” implemented within the framework of the Agreement No.1.1.1.4/17/I/004.
	12. **VAT** –value added tax.
	13. Singular (when required) will also include plural and vice versa; a noun used in feminine gender (when required) will also include masculine gender and vice versa**.**
2. **Subject of the Agreement**
	1. The Customers shall order and the Supplier shall deliver the Goods for the price set by the Agreement and the Customer shall buy, receive and pay for the Goods within the term, in accordance with the procedure and in the amount prescribed by the Agreement.
	2. The Goods shall be supplied in accordance with the Technical Offer (Annex No.1) and the Financial Offer (Annex No.2) submitted by the Supplier for the Procurement, the Agreement provisions and the regulatory enactments of the Republic of Latvia.
	3. The Supplier shall guarantee that the Goods shall comply to the national standards or the quality and conformity requirements to the Goods set by other regulatory enactments and the information provided by the Goods manufacturer (marking of the Goods, the attached manual, storage conditions, etc.), as well as shall guarantee that new, unused Goods shall be supplied in their original packing.
3. **The Agreement Amount and Procedure of Payments**
	1. The Agreement Amount for the Goods and their Supply is **EUR \_\_\_\_\_\_** *(\_\_\_\_\_\_\_\_\_\_\_\_\_\_)*, without VAT. The Agreement Amount may not be exceeded during the entire validity period of the Agreement. The source of financing of the Agreement Amount is:

3.1.1.

|  |  |
| --- | --- |
| Project  | the European Union fund project “Infrastructure Development of Engineering and Smart Technologies Centre of Riga Technical University in Smart Specialisation Areas” |
| Agreement number | 1.1.1.4/17/I/004 |
| Account number | LV31TREL913017618700B |

* 1. In addition to the Agreement Amount, the Customer shall pay VAT to the Supplier, in accordance with the regulatory enactments of the Republic of Latvia.
	2. In the event the Supplier requires a prepayment, then the prepayment in the amount not exceeding 30% (thirty percent) of the Agreement Amount, which is **EUR** **\_\_\_\_\_\_\_\_\_\_\_** (*amount in words*), without VAT, shall be paid to the Supplier within 30 (thirty) days from the receipt of the prepayment invoice and the guarantee prescribed by Article 10.3. The Supplier shall present the prepayment invoice to the Customer within 3 (three) working days from the Agreement signing day.
	3. The remaining part of the Agreement Amount of EUR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, without VAT, shall be paid by the Customer in accordance with the Schedule of Payments (Annex No.4).
	4. Prices per item included by the Supplier in the Financial Offer (Annex No.2) shall remain unchanged during the entire validity period of the Agreement. The Customer shall pay to the Supplier only for the actually Supplied Goods, but not exceeding the amounts set by Articles 3.1 and 3.2.
	5. The Supplier shall cover the expenses of the Goods delivery to the premises indicated by the Customer’s Representative and the Customer shall not indemnify such expenses.
	6. The payment shall be considered as made the moment the Customer remits payment from its current account.
	7. The Supplier, when preparing the Act and the Waybill, shall include in it information with the full name and identification number of the Procurement, the Agreement data and number, the Project Agreement number. If the Supplier does not include the information prescribed herewith in the Act and the Waybill, the Customer may require from the Supplier to make the corresponding corrections in the Waybill and may withhold the payment due to the Supplier until the time when the Supplier eliminates the deficiencies.
1. **Terms and Conditions for Supply of the Goods**
	1. The Supplier shall supply the Goods in accordance with the Schedule of Supplies (Annex No.5), but **not later than within 9 (nine) months** from the Agreement signing day, having coordinated the Supply of the Goods with the Customer in advance.
	2. **The Goods shall be supplied to the following address:** 3/7 Paula Valdena Street, Riga, Latvia.
	3. Not later than 5 (five) working days prior to supply of the respective Goods or their part, the Supplier shall coordinate with the Customer the time of supplying the Goods.
	4. In the event of changing the address of the Goods supply, the Customer shall inform the Supplier about it 10 (ten) working days in advance.
2. **Testing the Goods, Instructing and the Procedure of Supply, Transfer and Acceptance of the Goods**
	1. The Supplier shall supply the Goods to the Customer, together with the documentation which contains characteristics of the Goods, their features and conditions of storage and usage (in English and/or Latvian). The Customer shall confirm with its signature on the Waybill the conformity of the Goods to the provided in the Waybill. The Supply of the Goods to the Customer shall be recorded in the Waybill, signed by the Representatives of both Parties. At the time of Supply of the Goods, their assortment and quantity shall be checked. For transfer and acceptance of the Goods, an acceptance commission shall be established, with participation of minimum three Representatives from the Customer.
	2. When the Supplier supplies and installs the Goods for the Customer, the authorised Representatives of the Parties shall organise a joint testing of the Goods according to the specifications provided in the Procurement documentation. From the Customer’s side, minimum three employees shall participate in the testing of the Goods.
	3. All results of the testing shall be documented. In the event errors, Defects or other non-conformities to the requirements of the Technical Specifications of the Procurement or the Supplier’s Bid are revealed during the testing, such shall be recorded in the Act and the Parties shall agree about the repeated testing time. However, if the Parties cannot reach an agreement about it, the Supplier shall perform the repeated testing of the Goods within 5 (five) working days, starting from the first testing day.
	4. If, following the repeated testing of the Goods, the technical requirements set to the Goods in the Technical Specifications and the Bid submitted by the Supplier are not ensured, the Customer is authorised to use the Agreement obligations performance guarantee and terminate the Agreement unilaterally, returning the Goods to the Supplier.
	5. The Supplier shall provide instructing of the Customer’s employees to work with the Goods during the period from supplying the Goods until mutual signing of the Act, having coordinated the instructing performance time with the Customer in advance.
	6. Upon completion of the instructing of the Customer’s employees, the Supplier shall submit the Act signed by the Supplier to the Customer in 2 (two) copies).
3. **Authorised Persons for the Agreement Performance**
	1. The authorised person for the Agreement performance on the Customer’s side is\_\_\_\_\_\_\_\_\_\_, ph.: \_\_\_\_\_, Mob. Ph.: \_\_\_\_\_, e-mail:\_\_\_\_\_\_\_\_\_\_\_.
	2. The authorised person of the Customer has the following duties:
		1. To monitor the Agreement performance in accordance with the Agreement provisions;
		2. To establish the testing and acceptance commissions anticipated by the Agreement, to participate in testing of the Goods, to prepare the required acts or reports and sign them;
		3. To consider and sign Waybills and Acts submitted by the Contractor;
		4. To coordinate with the Supplier the time and volumes of the Supply.
	3. The authorised person for the Agreement performance on the Supplier’s side is \_\_\_\_\_\_\_\_\_
	4. The authorised person of the Supplier has the following duties:
		1. To coordinate with the Customer the time and volumes of the Supply;
		2. To participate in testing of the Goods, to sign the testing report;
		3. To sign the Acts, Invoices and/or Waybills due to the Customer.
4. **Rights and Obligations of the Customer**
	1. The Customer shall make payment for the Goods within the term and in the amount prescribed by the Agreement. The Customer shall make payment only for such Goods or their part that are supplied in accordance with the procedure set by the Agreement.
	2. The Customer is authorised to require and receive information from the Supplier not later than within 3 (three) working days on the course of the Agreement performance, the Supply time or circumstances that may delay the Supply.
	3. The Customer is obliged to sign the Act, when the Goods are supplied in accordance with the Agreement provisions.
5. **Rights and Obligations of the Supplier**
	1. When delivering the Goods, the Supplier shall observe the Agreement provisions and direct instructions and requirements of the Representative.
	2. The Goods delivery to lecture rooms shall be performed in such a way as not to disturb the study process.
	3. By signing this Agreement, the Supplier grants the rights to the Customer to use the Goods with no restrictions, including with no term restriction or additional licence fee.
	4. The Supplier is obliged to provide information in writing within 3 (three) working days after the Customer’s inquiry on the course of the Agreement performance, the Supply time or circumstances that may delay the Supply.
	5. The Supplier shall guarantee the quality of the Goods and their conformity to the Technical Specifications of the Procurement.
6. **Goods Warranty Conditions**
	1. The Goods warranty period is \_\_\_\_ (\_\_\_\_\_\_\_\_\_\_) months from signing the Act by the Parties.
	2. If the performance of the Goods not in conformity with the Agreement provisions is established, the Customer shall apply for the Defect, by using e-mail \_\_\_\_\_\_\_\_, web-portal\_\_\_\_\_\_\_ or by phone \_\_\_\_\_\_\_. The Supplier shall accept the application within 24 (twenty-four) hours.
	3. After registration of the application, the Supplier’s specialist shall contact the authorised person of the Customer, in order to clarify additional information for identifying the Defect or for the equipment diagnostics. Following the diagnostics of the Goods, the Supplier’s specialists shall provide a conclusion on the Defect and its solution to the Customer not later than within 3 (three) working days from the Goods diagnostics day.
	4. Replacement of damaged elements of the Goods shall be ensured within the term agreed upon between the Parties. In the event the Parties cannot reach an agreement on the term of replacement of the damaged elements, they shall be replaced within 5 (five) working days from the Goods diagnostics day.
	5. Technical assistance shall be provided for the Goods on working days from 8:00-18:00. All repairs and replacement of damaged elements during the warranty period, as well as other expenses involved in performance of the task stipulated herewith, shall be covered by the Supplier.
	6. Transportation and other expenses in the course of performing the warranty repair shall be covered by the Supplier.
7. **Guarantees**
	1. **Guarantee of performance of the warranty period obligations on first demand:**
		1. The Supplier shall submit to the Customer an irrevocable guarantee of performance of the warranty period obligations on first demand of 5% (five percent) of the Agreement amount not later than within 10 (ten) working days from the Act signing day.
		2. The Customer is authorised to use the warranty obligations performance guarantee, if the Supplier does not observe the Agreement provisions or does not eliminate the Defects in accordance with the procedure set by the Agreement.
		3. The warranty obligations performance guarantee shall be in force during the entire warranty period and shall be returned to the Supplier within 5 (five) working days after its expiry.
	2. **Guarantee of prepayment refunding on first demand:**
		1. The Supplier shall submit to the Customer the guarantee of prepayment refunding on first demand of 100% (one hundred percent) of the requested prepayment amount, which is in conformity with the requirements of the Regulations, not later than within 10 (ten) working days from the day of the request for prepayment as stipulated by Article 3.3.
		2. In the event the Agreement is terminated prematurely, not supplying the Goods in full volume and correspondingly not discharging proportionally the received prepayment, the Customer is authorised to use the prepayment refunding guarantee received from the Supplier fully or partially.
		3. The Supplier shall submit an extension of the prepayment refunding guarantee to the Customer timely, but not later than 10 (ten) working days prior to its expiry. Whereas, in the event the Supplier does not submit to the Customer the prepayment refunding guarantee in due time, the Customer is authorised to use the valid the prepayment refunding guarantee, as well as is authorised not to make payments prescribed by the Agreement until receiving the respective extension.
8. **Replacement of the Staff Involved in the Procurement Agreement Performance**
	1. Replacement of the staff involved in the Procurement Agreement performance shall take place in accordance with the procedure prescribed by Section 62 of the Public Procurement Law.
	2. The Customer shall take a decision on allowing or refusing the staff replacement or involvement of a new staff for the Agreement performance as soon as possible, but not later than within 5 (five) working days after receiving the entire information and documents required for taking the decision. The Customer shall notify the Supplier about its decision in writing.
9. **Force Majeure**
	1. The Parties are exempted from the responsibility for full or partial non-performance of the Agreement, when such non-performance results from force majeure or extraordinary circumstances, which operation started after the Agreement taking effect and which could be neither foreseen nor eliminated in advance.
	2. The Party, which refers to the operation of force majeure or extraordinary circumstances, shall inform the other Party about it in writing with no delay (not later than within 5 (five) working days from the day of occurrence of the respective circumstances). The notification shall provide the term during which the Party anticipates that it would be possible to perform its Agreement obligations, and, upon request, a document shall be attached to such notification, which is issued by a competent institution and which contains confirmation of the operation of the force majeure circumstances and their characteristics.
	3. In the event such circumstances last for longer than two months, any of the Parties may refuse from its Agreement obligations. In this case, none of the Parties is responsible for losses that may be incurred to the other Party upon occurrence of the force majeure circumstances.
10. **Responsibility of the Parties**
	1. For each day of the delay with the Goods supply or elimination of the Defects, based on the due payment day in accordance with the Agreement, the Supplier shall pay to the Customer a penalty of 0.1% (one tenth of a percent) of the Agreement amount, but not exceeding 10% (ten percent) of the Agreement amount.
	2. In the event the Customer does not remit payment for the Goods within the term and in the amount prescribed by the Agreement, the Supplier may require payment of a penalty from the Customer of 0.1% (one tenth of a percent) of the due payment amount per each day of the delay, but not exceeding 10% (ten percent) of the delayed payment amount.
	3. Payment of the penalty does not exempt the Parties from complete fulfilment of their obligations.
	4. In the event the Customer is authorised to require a penalty or any other payment from the Supplier pursuant to the Agreement, the Customer, by notifying the Supplier in writing in advance, may deduct the penalty or any other payment due from the amounts payable to the Supplier.
	5. The Parties shall be mutually responsible for violation of the Agreement obligations or incurring losses to the other Party. The faulty Party shall indemnify all incurred losses to the other Party.
	6. If the Supplier does not use its rights to require from the Customer a penalty for the due payment delay within 20 (twenty) working days from the day when such rights occur, the Parties agree that in this case the Supplier has refused from the respective penalty and further on may not require from the Customer a penalty for the respective payment delay.
11. **Confidentiality**

14.1. The Parties shall observe confidentiality in their mutual relations, including:

14.1.1. shall ensure non-disclosure of the information mentioned in the Agreement on the part of third parties which participate in the Agreement performance, except for state and municipal institutions which may require to disclose such information in accordance with the procedure set by legislation;

14.1.2. shall protect, shall not distribute or disclose to third parties, without a prior written mutual approval, the content of the Agreement or other related documents fully or partially, as well as information of technical, commercial or any other nature on the activities of the other Party, which becomes known to the Parties in the course of performing the Agreement obligations, except for cases prescribed by the regulatory enactments of the Republic of Latvia.

14.1.3. The Parties have agreed that the restrictions set hereby do not pertain to publicly accessible information, as well as information, which is anticipated to be disclosed to third parties in accordance with the Agreement provisions.

* 1. The Parties have agreed that non-observation of the confidentiality provisions is a gross violation of the Agreement that allows an injured Party to require indemnification of the losses incurred as a result of the non-observation of the confidentiality provisions from the faulty Party.
	2. Provisions of this Article of the Agreement have no time limit and the Agreement validity term does not pertain to them.
1. **Validity of the Agreement and the Procedure of Its Amendment, Supplementing or Termination**
	1. The Agreement shall enter into force with its signing and is valid until the obligations is fulfilled between the Parties.
	2. Any amendments or supplements hereto shall be valid only when made in writing and signed by authorised representatives of the Parties and when they are in conformity with Section 61 of the Public Procurement Law.
	3. The Parties may terminate the Agreement prematurely only when it is mutually agreed upon in writing.
	4. The Customer may terminate the Agreement unilaterally, by sending a written notification to the Supplier, if at least one of the below provided conditions occurs:

15.3.1. When the Supplier has delayed any of the Supplies prescribed by the Agreement or its Annexes and when such delay of the Supplier has reached minimum 30 (thirty) days;

15.3.2. When the Supplier does not perform any of its Agreement obligations and when the Supplier does not eliminate such non-performance within 30 (thirty) days from receiving a written notification of the Customer about it;

15.3.3. In the event of the occurrence of any conditions prescribed by Section 64 Paragraph One of the Public Procurement Law.

* 1. In the event the Parties terminate the Agreement prematurely, the Parties shall make a report, where all Goods supplied by the Supplier and accepted in accordance with the procedure prescribed by the Agreement as of the Agreement termination day shall be recorded. The Customer shall settle accounts with the Supplier concerning the Goods accepted in accordance with this report, in conformity with the prices set by the Agreement. The Customer is authorised to deduct the penalty and/or indemnification of losses from the amount payable to the Supplier.
	2. In other cases, the Agreement may be terminated unilaterally only in cases directly provided for by the regulatory enactments of the Republic of Latvia.
	3. In any of the cases of the Agreement termination, the Supplier shall perform all obligations that have occurred until the Agreement termination day.
	4. The Supplier may replace the equipment or software provided in the Technical Offer of the Procurement by equivalent equipment or software only when receiving a prior written approval of the Customer for it, if the offered price does not exceed the initially provided in the Bid, and if after the Agreement conclusion the manufacturers have introduced innovative solutions for the Goods, which the Parties were not aware of, due to objective reasons, at the time of concluding the Agreement, or such offer was not possible at the time of the Procurement process, or a new version of the software provided by the Customer, which is equivalent to the one mentioned in the Technical Specifications, has appeared on the market, simultaneously providing wider solutions for the Customer, and the Supplier is ready to supply it for the price not exceeding the one provided in its Bid.
	5. To use the rights set by Article 15.7, the Supplier, not later than at least 15 (fifteen) working days prior to the term set by Article 4.1, shall submit information to the Customer about the offered Goods, where the Customer may see that the offered Goods are in conformity with the initial Technical Specifications.
	6. Upon receipt of the information provided in Article 15.8, the Customer shall evaluate the conformity of this information to provisions of Article 15.7. If the Customer agrees to introduction of the amendments, the aforementioned documents shall be attached to the Agreement as its Annexes and the Agreement amendment protocol shall be made, which shall form an integral part of the Agreement. In this case, the Supplier shall be not applied the penalty set by Article 13.1 and the Parties may agree about the Agreement extension, which is required for supply of the Goods. The period of such extension shall be estimated with account of the time when such necessity is established and by extending the Agreement validity proportionally to the time that has passed from the Agreement conclusion day.
	7. The Parties shall use the rights set by Article 15.7 for the purpose of providing an opportunity to the Customer to obtain the long-term benefit from the Goods development and may not be used for the purpose of limiting the principles of fair and honest competition.
1. **Final Provisions**

16.1. Headlines of the Agreement sections are used exclusively for the purpose of convenience and may not be used for interpretation of the Agreement provisions.

* 1. The Parties shall notify each other in writing about any change of their details (name, address, bank account details, etc.) within a week, confirming such a notification with a signature.
	2. Any disputes or discrepancies that can arise in connection with performance of the Agreement obligations shall be resolved by the Parties on the way of negotiations. In the event such dispute is not resolved through negotiations within 20 (twenty) days, the Parties shall finally resolve it in the court, in conformity with the requirements of the regulatory enactments of the Republic of Latvia.
	3. The Agreement is made in Latvian in two copies on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ pages. Both copies of the Agreement have an equal legal force. One of the copies is issued to the Customer, and the other to the Supplier.
	4. In all other issues that are not regulated by the Agreement provisions, the Parties shall be guided by the valid regulatory enactments of the Republic of Latvia.
	5. The Parties confirm with their signatures that they are aware of the content, significance and consequences of the Agreement, that they acknowledge the Agreement as fair and mutually beneficial and willingly intend to perform it.
	6. The Agreement has the following Annexes attached:
		1. Annex No.1 – Technical Specifications and a copy of Technical Offer
		2. Annex No.2 – a copy of Financial Offer
		3. Annex No.3 – Act Form
		4. Annex No.4 – Schedule of Payments
		5. Annex No.5 – Schedule of Supplies
1. **Details and Signatures of the Parties**

|  |  |
| --- | --- |
| **Customer:** | **Supplier:** |

Annex No. 3 to the Agreement

**Act Form**

to the Agreement No. \_\_\_\_\_\_\_ dated \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_

Riga

\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 201\_\_

In accordance with the Agreement No. \_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as – the Agreement) on the supply of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as – the Equipment), in conformity with the results of the Procurement \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with participation of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ……, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acts pursuant to the Agreement Articles \_\_\_, hereinafter referred to as – the Customer, as the party of the first part, and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Reg. No. \_\_\_\_\_\_\_\_\_\_\_\_, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as – the Supplier, as the party of the second part, this Transfer and Acceptance Act has been made.

The Transfer and Acceptance Act has been made concerning the following:

The Supplier, in conformity with the Agreement, transfers and the Customer accepts the following Equipment (\_\_ part of the Procurement Object) –\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which includes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| *Name of the Goods* | *Offered*  | *Supplied*  |
|  |  |  |

1. The Supplier has supplied the Equipment, together with its storage conditions und usage manuals in Latvian/English, to the following address provided by the Customer – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_.
2. A copy of the document supporting the Equipment supply – the Waybill No.\_\_\_\_\_\_\_\_\_\_\_\_\_ is attached to the Transfer and Acceptance Act.
3. With the mutual signing of the Transfer and Acceptance Act, the Customer and the Supplier confirm that the Equipment supply prescribed by the Agreement, including testing and instructing, have been performed in the volume, within the term and with due quality, as prescribed by the Agreement.
4. The Customer has no objections to the quality of the supplied Equipment and performance of the Agreement obligations by the Supplier.
5. The total amount of the Agreement for supply of the Equipment prescribed by the Agreement is EUR \_\_\_\_\_\_\_\_\_\_\_\_ (not including VAT). With account of the prepayment made by the Customer to the Supplier in accordance with the Agreement of \_\_\_\_% of the Agreement amount – EUR \_\_\_\_\_\_\_\_\_\_\_\_ (not including VAT), the remaining part of the Agreement amount, which the Customer will pay to the Supplier within 30 days after mutual signing of this Transfer and Acceptance Act and receipt of the respective invoice from the Supplier, is EUR \_\_\_\_\_\_\_\_\_\_\_\_ (not including VAT).
6. On \_\_\_ \_\_\_\_ 2018, the Supplier has performed training of the Customer’s users to work with the Equipment and its accessories to the following persons:
	1. \_\_\_\_\_\_\_\_\_\_\_\_ (first name, surname)
	2. \_\_\_\_\_\_\_\_\_\_\_\_\_(first name, surname)
	3. \_\_\_\_\_\_\_\_\_\_\_\_\_(first name, surname)
7. The Transfer and Acceptance Act on the Agreement performance is made on \_ pages in two copies, of which one is issued to the Customer and the other to the Supplier.

Equipment transferred by: Equipment accepted by:

SUPPPLIER’S CUSTOMER’S

Representative Representative

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annex No. 4 to the Agreement

**PAYMENT SCHEDULE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Activity | Payment amount excl. VAT, EUR | VAT, 21%, EUR | Amount with VAT, EUR | Payment deadline  |
| 1. | Advance payment |  |  |  | Within 30 days of the receipt of advance invoice, if the Supplier chooses to receive advance payment |
| 2. | Supply, installation of compressed air and nitrogen system, and staff training |  |  |  | Within 30 days of signing the Transfer and Acceptance Act |
| 3. | Delivery and installation:Superconductive magnet ConsoleProton signal pre-amplifier Broadband pre-amplifier 1 Broadband pre-amplifier 2 Deuterium signal pre-amplifier 2H stop-filterDual resonance fluid probeT thermocouple adapter for probes Automatic sample changerSample ampoule holdersCooling equipmentLow temperature equipmentWorkstationTrained personnel for using the delivered package |  |  |  | Within 30 days of signing the Transfer and Acceptance Act |
| 4. | Delivery and installation:Pneumatic equipment for cutting samples at the magic angleTriple resonance fluid and solid- state probeDual resonance solid-state probeTriple resonance solid-state probeHigh-power filtersSolid-state rotor transmission system for 4 mm rotorsSolid-state rotor transmission system for 2.5 mm rotorsSolid-state rotors made from zirconium oxideReaction monitoring equipmentTrained personnel for using the delivered package  |  |  |  | Within 30 days of signing the Transfer and Acceptance Act |

The Parties may change the abovementioned Payment Schedule by mutual agreement.

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| **Customer:** | **Supplier:** |

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| Annex No. 5 to the Agreement |  |

**DELIVERY SCHEDULE**

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| --- | --- | --- |
| No. | Type of goods and service  | Delivery and installation deadlines  |
| 1. | Supply, installation of compressed air and nitrogen system, and staff training | According to the offer submitted  |
| 2.  | Delivery and installation:Superconductive magnet ConsoleProton signal pre-amplifier Broadband pre-amplifier 1 Broadband pre-amplifier 2 Deuterium signal pre-amplifier 2H stop-filter Dual resonance fluid probeT thermocouple adapter for probes Automatic sample changerSample ampoule holdersCooling equipmentLow temperature equipmentWorkstationTrained personnel for using the delivered package  | According to the offer submitted  |
| 3. | Delivery and installation::Pneumatic equipment for cutting samples at the magic angleTriple resonance fluid and solid- state probeDual resonance solid-state probeTriple resonance solid-state probeHigh-power filtersSolid-state rotor transmission system for 4 mm rotorsSolid-state rotor transmission system for 2.5 mm rotorsSolid-state rotors made from zirconium oxideReaction monitoring equipmentTrained personnel for using the delivered package  | According to the offer submitted  |

|  |  |
| --- | --- |
| **Customer:** | **Supplier:** |