



TS-620/OEO-2016

PURCHASE AGREEMENT

concluded pursuant to the provisions of s. 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as later amended (hereinafter only the "**Civil Code**") (hereinafter only the "**Agreement**")

Article I.

Parties to the Agreement

Title: **Czech Republic - Sports Centre of the Ministry of the Interior**
an organisational unit of the State established with effect from 1 January 2009 by a trust deed issued by the Ministry of the Interior of the Czech republic under ref. no. MV61877-6/TS-2008 of 25 September 2008.
Registered office: Za Císařským mlýnem 1063, 170 06 Prague 7
Company ID: 75151898
VAT No.: CZ75151898 – identified person
Bank details: Česká národní banka, Praha 1 branch office
Account no.: [REDACTED]
Represented by: Ing. Jiří Beran, director of the Sports Centre of the Ministry of the Interior,
Contact person: Ing. Jan Matouš, tel.: [REDACTED] mob.: [REDACTED]
Ing. Jiří Pavelka, tel.: [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]
E-mail: [REDACTED]

(hereinafter only the "Buyer")

and

Name: **h/p/cosmos sports & medical gmbh**
Registered office: Am Sportplatz 8, DE-83365 Nussdorf, Germany
Company ID: 163/128/70278
VAT No.: DE131557846
In whose name acts: Mr. Richard Schmidt, CEO of h/p/cosmos sports & medical gmbh,
Bank details: SWIFT (BIC): HYVEDEMM453
Account no.: IBAN-no.: [REDACTED]
Contact person: Mr. Richard Schmidt
E-mail: [REDACTED]
Phone: [REDACTED]
Fax: [REDACTED]
Registered in the Commercial Register kept by court Amtsgericht Traunstein, Section B, Insert HRB 7563.

(hereinafter only the "Seller")



Article II.

Subject-matter of the Agreement

1. The Seller hereby undertakes to deliver, under the terms and conditions stipulated in this Agreement, the goods specified in Article III hereof that are the subject-matter of performance under this Agreement and concurrently shall enable the Buyer to acquire the ownership title to these goods.
2. The base for concluding this Purchase Agreement is the Seller's offer as of 19.9.2016. that was selected as the most suitable during the procurement procedure published under No.TS-333-10/OEO-2016.

Article III.

The Goods, Receipt/Delivery of the Goods, Defects of the Goods

1. **The subject-matter of performance of this Agreement is purchase of a ski simulator for roller skiing, including the basic accessories** (hereinafter only the "Goods") for the Department of Biathlon of the Sports Centre of the Ministry of the Interior in the specification set forth in Annex No. 1, making an integral part hereof (hereinafter only "Annex No. 1"). **The delivery shall also include the above specified accessories of the ski simulator** specified in Annex No. 2, making an integral part hereof (hereinafter only "Annex No. 2").
2. The Buyer undertakes to take over the subject-matter of the performance and pay the agreed price under the terms and conditions set forth in Article VI hereof.
3. The Seller shall be obliged to deliver the Goods in the quantity, quality and workmanlike finish stipulated herein and shall also be obliged to pack the Goods in accordance with usual practices so that the Goods would not be damaged when being delivered to the place of delivery according to this Agreement.
4. The Buyer shall be entitled to refuse to accept delivered Goods if the Goods are not properly in accordance with this Agreement and in the agreed quality, while in such a case the Buyer shall communicate the reasons for refusing to accept the Goods to the Seller in writing not later than within five (5) working days following after the original term of the Goods hand over. The provisions of Article III (1) to (3) hereof shall be applied to any subsequent hand over of the Goods.
5. The Buyer shall be entitled to report defects in the Goods and file **claims on the basis of the Seller's legal liability for defects in the Goods** in accordance with **s. 2099 et seq., s. 2112 et seq., s. 2161 et seq. and s. 2165 et seq. of the Civil Code** with the Seller under the conditions set forth herein under at any time **within three (3) years as regards the ski simulator as the whole, and furthermore within twenty (20) years as regards the technology equipment making an integral part of the above mentioned ski simulator, specifically the engine specified in Annex 3 hereto. The Buyer shall be entitled to file the claims with the Seller based on legal liability for defects in the Goods within the above mentioned binding terms of time for the individual components specified above from the moment of the Goods hand-over.** Complaints about the defects that the above specified legal liability for defects in the Goods applies to must be done in writing.
6. If the Buyer files a claim for a defect to be rectified (see Article III (5) hereof), the Seller undertakes to rectify the defect not later than within thirty (30) calendar days from the date of delivery of the Buyer's claim or within the term set by the Buyer if the above mentioned term of time was not reasonable. The Buyer shall authorize an officer who will handle the Buyer's claims.
7. The Seller shall be obliged to hand over the Goods to the Buyer after a defect has been rectified according to Article III (4) hereof.
8. The Seller declares that the Goods are free of any legal defects within the meaning of s. 1920 of the Civil Code.



Article IV.

The Time and Place of Delivery, Hand-over of the Goods

1. By prior arrangement, the Seller shall be obliged to deliver the Goods to the place of the Goods delivery not later than within seven (7) months after the Agreement was concluded.
2. The place of delivery: **Centrum sportu MV, oddělení biatlonu, Pod Skalkou 4296/40, 466 01 Jablonec nad Nisou.**
3. The Seller undertakes to inform the Buyer about the term of the Goods delivery at least five (5) working days in advance.
4. The Goods shall be delivered upon their receipt by the Buyer after a delivery note has been confirmed in the place of delivery. The delivery note shall be signed by an authorized officer.
5. The Buyer shall be obliged to notify the Seller about any defects that are obvious upon the Goods delivery; the Buyer shall be obliged to notify the Seller about any hidden defects without undue delay within the meaning of this Agreement (see Article III (5) and (6) hereof) and the respective provisions of the Civil Code (see s. 2099 et seq., s. 2112 et seq. of the Civil Code).

Article V.

The Ownership Title to the Goods and the Risk of Damage to the Goods

1. The Buyer shall acquire the ownership right to the Goods:
 - upon the moment of accepting the Goods from the Seller (haulier), the acceptance shall be proved by a dated signature on any of the accompanying documents.
2. The danger of damage to the Goods passes to the Buyer upon the moment of accepting the Goods from the Seller.

Article VI.

The Purchase Price and the Terms of Payment

1. The Purchase Price is fixed **in the amount of EUR 707.079,00 €**

(in words: sevenhundredseventhousandseventynineeuros).

As stated below, the purchase price doesn't include VAT, it means VAT isn't included in purchase price. VAT will be paid by Purchaser in agreement with czech statutory instruments.

The price agreed in this manner shall be final and the highest allowable. The purchase price includes the operations and costs related to the appropriate purchase of the Goods (in particular the packing charges, loading of a haulier's trailer, travel costs related to services rendered by a technician, the costs of assembling and installing the ski simulator, the salary costs of service technicians, other costs related to purchase of the Goods).

The purchase price does not include the costs of:

- transport from the place of uploading to the place of downloading of the ski simulator, i.e. the Goods (Jablonec nad Nisou),
- transport of the tools and equipment necessary to assemble, install and test the machine from the place of uploading to Jablonec nad Nisou and back,
- insurance of the load during transport
- relocation of the ski simulator by means of a crane to a position determined in advance,
- the costs of disassembly and assembly of the glass panelling and its socle,
- the constructing and disposing of the consolidated handling area for the ski simulator and for erection of a crane,



- transport solution related to the transportation and assembly of the ski simulator,
- delivery and assembly of a double floor with an opening for the ski simulator, accommodation and food assembly technicians of the supplier (max. 4 persons, 3 weeks).

The above mentioned costs shall be covered by the client from his own resources.

2. The Buyer shall provide the Seller advances for the payment of the purchase price of the Goods under the terms and conditions specified herein under. The payments shall be done in the form of individual interim advances approved by the Buyer and the Seller, specifically up to the maximum of 50% of the total purchase price while complying with the current condition that the advances provided in 2016 must be invoiced not later than by 15 December 2016. Every respective invoice for an advance payment shall be issued by the Seller after it has been approved by the Buyer and the Seller. The Seller shall issue an advance invoice within 10 days after the invoice has been approved by the Buyer and the Seller. The respective advance invoice issued by the Seller must contain the essentials stipulated by legal regulations, the registration number of the Agreement and also an itemized quantification of the respective financial sum from the total price of the Goods, excluding VAT, the date of the maturity of an invoice and other data according to s. 435 of the Civil Code. As regards payments of advance invoices, the Parties shall furthermore proceed according to Article VI (5), (6), (7) and (8) hereof.
3. The remaining part of the purchase price shall be paid no sooner than after the Buyer has accepted the Goods properly in accordance with the terms and conditions stipulated herein under.
4. The remaining part of the total purchase price shall hence be paid on the basis of an invoice issued by the Seller after the Buyer has accepted the Goods. The Seller shall issue an invoice within 10 days after the Goods were delivered and accepted by the Buyer. The invoice (tax document) issued by the Seller must contain the essentials stipulated by legal regulations, the registration number of the Agreement and also an itemized quantification of the remaining part of the purchase price of the Goods, excluding VAT, the date of the maturity of an invoice and other data according to s. 435 of the Civil Code. As regards payment of this final invoice, the Parties shall subsequently proceed according to Article VI (5), (6), (7) and (8) hereof.
5. The Parties have agreed on the maturity of an invoice within thirty (30) calendar days after the date of provable delivery of the invoice to the Buyer to the Buyer's address stated in the heading of this Agreement.
6. The purchase price is considered to have been paid upon the moment when the invoiced purchase price is deducted from the Buyer's bank account in favour of the Seller's account. If the Buyer files a claim for a defect to be rectified within the maturity term of the invoice, the Buyer shall not be obliged to pay the purchase price of the Goods until the defect in the Goods is rectified. A new maturity term of the invoice in the length of thirty (30) calendar days starts running upon the moment when a defect is rectified.
7. The invoice shall be send to the Buyer's address in two counterparts.
8. Before the expiry of the maturity term of the invoice, the Buyer shall be entitled to return the invoice without having paid it if the invoice fails to contain the essentials set forth in this Agreement or if the data are stated incorrectly or the invoice is not sent in the prescribed number of counterparts. The Seller shall be obliged to correct the invoice or make out a new one, depending on the nature of incorrectness. In such a case, the Buyer is not in arrears with the payment of the purchase price of the Goods. Upon the moment of delivery of a properly supplemented or corrected invoice, a new maturity term of the invoice in the length of thirty (30) calendar days starts running.



Article VII.

Intellectual property rights

1. The Seller undertakes that, in delivering the Goods, he will not breach any third parties' rights that may arise for these persons from the intellectual property rights, especially the copyright and industrial property rights. The Seller undertakes to compensate the Buyer for any and all costs, expenses, damage and pecuniary and non-pecuniary losses that will be incurred by the Buyer as a result of claims for rights of third parties enforced against the Buyer in relation to the breach of the Seller's obligation according to the previous sentence.

Article VIII.

Confidentiality Obligation

1. The Seller undertakes to maintain confidentiality towards third persons about any information that he obtains, in the course of performing this Agreement, from the Buyer or about the Buyer or his employees and co-workers and is not allowed to disclose them without the Buyer's written consent to any third party or use it contrary to the purpose of this Agreement unless it is:
 - a. any information in the public domain, or
 - b. the case when information is required to be disclosed under the law or any binding decision taken by a competent body.
2. The Seller shall be obliged to lay under the confidentiality obligation according to paragraph 1 all the persons who will be engaged in delivering the Goods to the Buyer according to this Agreement.
3. The Seller shall be responsible for any breach of the confidentiality obligation by the persons engaged in delivering the Goods according to this Agreement as if the Seller breached the obligation himself.
4. The confidentiality obligation shall survive beyond the term of this Agreement.
5. All the communication between the Parties shall be executed through persons authorized to act on behalf of the Parties, contact persons or workers authorized by them.

Article IX.

Force Majeure

1. Force Majeure exempts the contracting parties from fulfilling their contractual obligations for causes that could not be anticipated and/or are beyond their control.
2. A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.
3. The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.
4. The parties shall take all the necessary measures to limit any damage due to force majeure.

Article X.

Contractual Fines and Cancellation of the Agreement

1. In case of a failure to meet the deadline for the Goods delivery and hand-over according to Articles III and IV on the Seller's side, in case of a failure to accept the Goods on the Buyer's side due to defects in the Goods or in case of any delay of the Seller in eliminating



defects in the Goods (see Article III (5) and (6) of this Agreement), the Seller shall be obliged to pay the Buyer a contractual fine in the amount of 0.05% of the total price of the Goods, for every, even only started, calendar day of such a delay.

2. If the Seller's obligation according to Article VII proves to be untrue or misleading or the Seller breaches other of the obligations under Article VII of this Agreement, the Seller undertakes to pay the Buyer a contractual fine in the amount of CZK 5,000 (in words: five thousand Czech crowns) for every individual breach of the obligations.
3. If the Seller breaches any of the obligations according to Article VIII of this Agreement, the Seller undertakes to pay the Buyer a contractual fine in the amount of CZK 5,000 (in words: five thousand Czech crowns) for every individual breach of the obligations.
4. For any delay in paying an invoice beyond the agreed maturity day, the Buyer shall be obliged to pay the Seller an interest on late payment in the amount of 0.05% from the overdue sum as specified in the respective invoice for every, even only started, calendar day of such a delay.
5. The contractual fine and interest on late payment shall be payable within thirty (30) calendar days after the date of their enforcement.
6. Should the Buyer become entitled to a contractual fine or another assets sanction receivable from the Seller pursuant to the provisions hereof, the Buyer shall be entitled to make out an invoice for the payment of the above specified contractual fine or another assets sanction receivable from the Seller. The Buyer shall make out this invoice within ten (10) working days after the date of effect of a title arising from this Agreement to the above specified contractual fine or another assets sanction receivable from the Seller, with a maturity of thirty (30) calendar days. The invoice shall be send to the Buyer's address in two counterparts.
7. By paying a contractual fine, the Seller shall not discharge himself from the liability to meet the contractual liabilities confirmed by the fine (see Article X (1), (2), (3) and Article XI (4) hereof). Payment of a contractual fine shall be without prejudice to the Buyer's entitlement to damages.
8. In particular the following shall be considered to be a material breach of this Agreement by the Seller that will create the Buyer's right to withdraw from this Agreement:
 - a) any delay of the Seller in delivering the Goods exceeding thirty (30) calendar days;
 - b) a false or misleading representation made by the Seller according to Article VII;
 - c) breach of any of the Seller's obligations according to Article VII or Article VIII;
 - d) the Seller's proceeding in delivering the Goods contrary to the Buyer's instructions.
9. The Buyer shall also be entitled to withdraw from this Agreement in case that
 - a) there are insolvency proceedings underway concerning the Seller's assets under which an adjudication of bankruptcy was issued if legal regulations allow this;
 - b) an insolvency petition filed against the Seller has been rejected because the Seller's assets are not sufficient to cover the costs of insolvency proceedings;
 - c) the Seller enters liquidation.
10. The Seller shall be entitled to withdraw from the Agreement in case the Buyer is in delay with settlement of his pecuniary obligations arising from this Agreement for a period of time longer than thirty (30) calendar days.
11. The Buyer shall be entitled to terminate this Agreement by notice at any time with a thirty-day (30-day) period of notice that starts running on the first day following after delivery of a notice. In such a case, the Seller shall be obliged to perform only such actions without which the Buyer's interests could be seriously threatened.



12. Every withdrawal from the Agreement becomes effective upon the moment when a written manifestation of the will to withdraw from this Agreement is delivered to the other Party. Withdrawal from the Agreement shall not apply in particular to the entitlement to damages, a contractual fine and the confidentiality obligation.

Article XI.

The Quality Guarantee and Sanctions for a Failure to Comply with It

1. **The Seller, in accordance with Article III (5) hereof shall be liable by law for defects in the Goods for the period of three (3) years as regards the ski simulator as a whole, and furthermore within twenty (20) years as regards the technology equipment making an integral part of the above mentioned ski simulator, specifically the engine specified in Annex 3 hereto, from the moment of proper hand-over of the Goods and concurrently provides the Buyer in accordance with s. 2113 et seq. and s. 2165 et seq. of the Civil Code the quality guarantee.** The Seller undertakes by this that the Goods according to this Agreement will be fit for its intended usage or will maintain its usual characteristics (i.e. guarantees the Goods quality according to this Agreement for the period stipulated herein under from the date of the Goods hand-over to the Buyer under the conditions stated in the Guarantee Card) **and the Seller undertakes to provide this quality guarantee for the time period of three (3) years for the ski simulator as a whole, and furthermore within twenty (20) years as regards the technology equipment making an integral part of the above mentioned ski simulator, specifically the engine specified in Annex 3 hereto** from the moment of proper hand-over of the Goods (in accordance with Article III hereof).
2. Complaints about the defects covered by the aforementioned quality guarantee must be done in writing.
3. The Seller undertakes to rectify any claimed defects approved by the Seller not later than within thirty (30) calendar days from the date of delivery of the Buyer's claim or within the term set by the Buyer if the above mentioned term of time was not reasonable.
4. In case of any delay in settling a complaint, the Seller shall be obliged to pay the Buyer a contractual fine in the amount of CZK 500 for every individual case and every calendar day of delay. The Seller shall be obliged to pay the agreed contractual fine within thirty (30) calendar days from the date when it was enforced.
5. The Buyer shall authorize an officer who will handle the Buyer's claims.

Article XII.

Other Provisions

1. The Parties shall be obliged, without unnecessary delay, to communicate to the other party any changes in the data stated in the heading of this Agreement.
2. Without the Buyer's previous written consent, the Seller shall not be entitled to assign the rights and obligations under this Agreement to a third person.
3. The Seller shall be obliged to keep any documents related to the sale of the Goods under this Agreement for at least ten (10) years after the end of the accounting period when the last part of the Goods price was paid or when the last taxable supply was made according to this Agreement, in particular for the purpose of inspection by authorized inspection bodies.
4. The Seller shall be obliged to notify the Buyer in writing about any existing or threatening conflict of interests immediately after such a conflict of interest arises or becomes evident unless the Seller could not ascertain the conflict of interest prior to concluding this Agreement despite having exercised maximum due diligence.



5. The Seller unconditionally agrees that his identification and other data stated in the Agreement, including the purchase price of the Goods, will be published.

Article XIII.
Final Provisions

1. This Agreement has been concluded for a definite period of time until the end of the guarantee period for the Goods (i.e. the guarantee for the Goods quality), however, at least until the termination of the legal liability for defects in the Goods (see Article III (5) and Article XI hereof).
2. The contact persons of the Parties specified in Article I shall be entitled to provide cooperation pursuant to this Agreement, however, they are not authorized or empowered to negotiate any changes or the scope of this Agreement.
3. This Contract comes to force and effect at the date of conclusion of the Agreement.
4. The Agreement shall be governed by the law of the Czech Republic, in particular by the Civil Code, specifically according to s. 2079 et seq. of the Civil Code.
5. This Agreement can be changed or supplemented only by written, numbered supplements approved and signed by both Parties that will become integral part hereof.
6. The Parties undertake that any disputes arising in relation to their performance of the Agreement will be solved amicably - by agreement. If an agreement is not reached, disputes will be settled before competent courts.
7. Any correspondence between the Parties, including their declarations, is irrelevant with respect to this Agreement unless stated otherwise herein.
8. This Agreement has been made in four (4) counterparts, out of which two (2) will be obtained by the Buyer and two (2) the Seller. After having signed this Agreement, the Seller will mark the registration number of this Agreement in all the counterparts hereof.
9. Each of the Parties declares that it has concluded this Agreement as its free act and deed and considers the content hereof to be clear and understandable and that it has been informed about any and all facts decisive for concluding this Agreement and in witnesseth whereof the Parties hereto have hereunto set their hands.
10. The below specified annexes make an integral part hereof:
Annex No. 1 - Specification of the Goods (1 sheet).
Annex No. 2 - Basic Accessories (1 sheet).
Annex No. 3 - Specification of the Engine
(1 sheet).
Annex No. 4 - Specifications for room location ski simulator including removable glass walls (2 sheets).

On Praha date 20.12.2016

On Nussdorf date 15.12.2016

On behalf of the Buyer:



Ing. Jiří Beran
Director of the Sports Centre
of the Ministry of the Interior

On behalf of the Seller:



Mr. Richard Schmidt
CEO of h/p/cosmos sports & medical gmbh

h/p/cosmos

sports & medical gmbh

Am Sportplatz 8 DE 83365 Nussdorf-Traunstein

phone +

fax



Specification of the Goods

- Running surface: L: 450 cm & W: 300 cm.
- Reinforced running belt with low roll resistance, improved anti slip characteristics and 10 mm thick, as well as water and saltwater resistant. Automatic belt centering and belt tensioning control included.
- Ski-Simulator is MDD certified and bears the CE0123 mark.
- Mobile safety arch with 1x chest belt system size M, fallstop and automatic stop of running belt, for a maximum patient weight of 300 kg.
- Ski-Simulator has 7 levels of acceleration steps with maximum acceleration of 3.70 m/s^2 .
- Ski-Simulator has a 30 kW (40,8 HP) 3-phase AC motor.
- Ski-Simulator can be hydraulically adjusted for height in the range from -2.3 degrees to +14 degrees.
- Ski-Simulator is equipped with gantries along the running surface for lactate analysis, ergospirometry, motion analysis, support for subject through trainer, etc.
- Ski-Simulator is capable of remote access by the manufacture. In order to offer remote access, there need to be the possibility to connect the treadmill and the system to LAN internet but it does not need to be permanent, only in case of remote access for service support.
- h/p/cosmos sports & medical gmbh as the supplier is holder of an & DIN EN ISO 13485:2012 Certificate.
- Ski-Simulator can be controlled from an external source (software h/p/cosmos) to simulate race tracks.



Basic Accessories

- Special speed of 50 km/h.
- Automatic ramp for ground-level access to the running surface, to minimize the gap between the treadmill and the double floor.
- Chestbelt system sizes L, M and S for the safety arch fall stop.
- Spare rope for the safety arch: 11 mm thick and 4.3 m long.
- USB to RS232 interface-adaptor.
- Interface connection cable RS232, 10m length.



Specification of the Engine

The specifications of the drive motor of the h/p/cosmos Saturn 450/300 "Ski- Simulator" are listed below:

- Measured power [kW] 30
- Measured torque [Nm] 291
- Measured frequency [Hz] 50
- Measured rpm [min⁻¹] 984
- Voltage [V] 400/690
- Current [A] Y: 32.2
- Number of Poles 6

h/p/cosmos sports & medical gmbh grants 20 years of warranty on the drive motor. The drive motor is maintenance free and brushless.

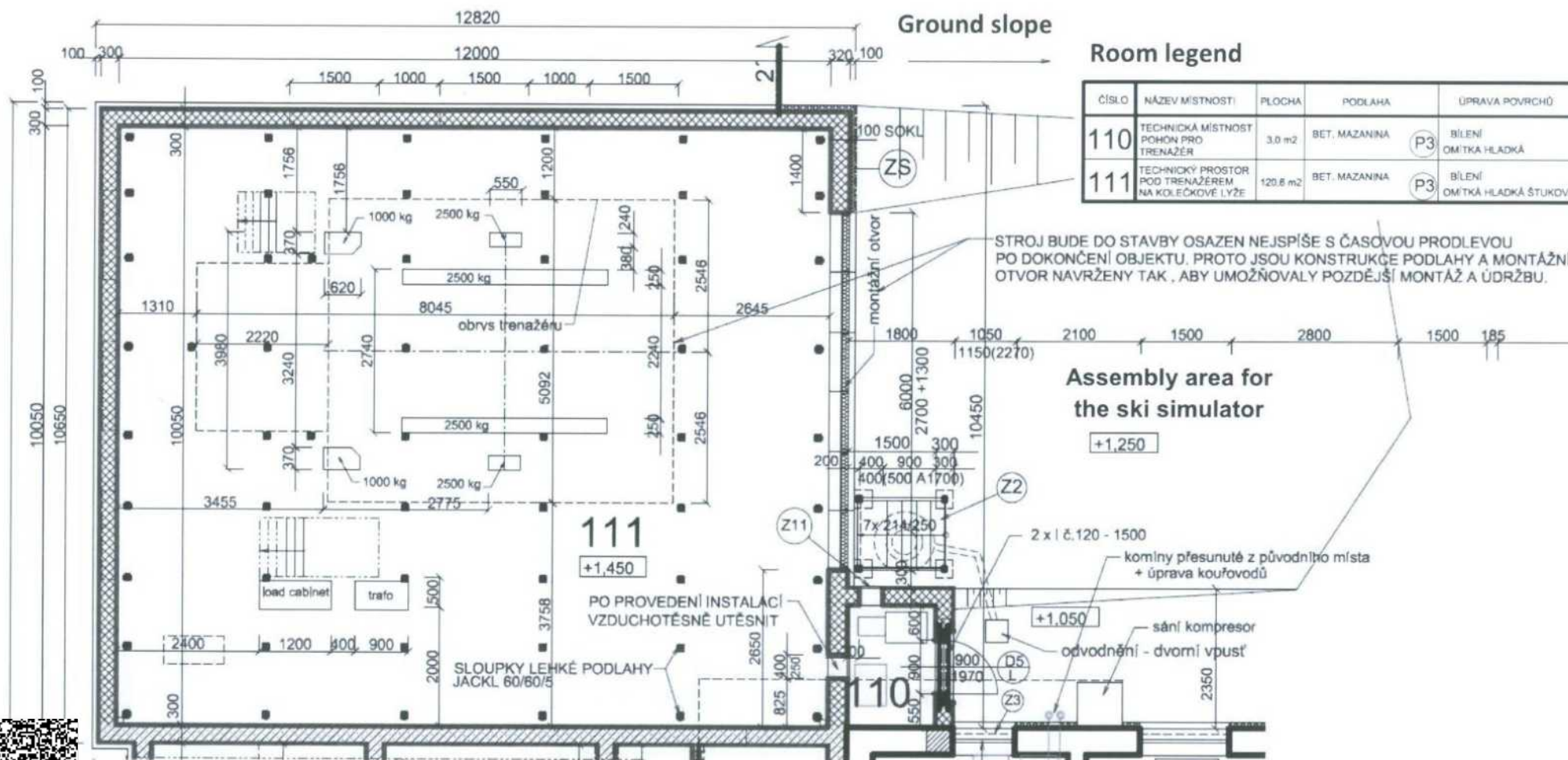
The specifications of the elevating device of the h/p/cosmos saturn 450/300 "Ski-Simulator" are listed below:

- Measured power [kW] 18,5
- Delivery output [l/min] 78 bei 1500/min
- Operating pressure [bar] 250
- Delivery volume [ccm/U] 57
- Container volume [l] 170



Specifications for room location ski simulator including removable glass walls

Room for the placement of the ski simulator



Demountable glass wall

