

**Purchase Contract no. /2018**

on the below-mentioned date

**ŠKODA AUTO a.s.**

tř. Václava Klementa 869, 293 01 Mladá Boleslav II, Czech Republic

Company ID: 00177041, Tax ID: CZ00177041

company registered in the Trade Register administered by the Prague City Court, Section B, Record 332

represented by: Ing. Luboš Vitvera, head of the BAD department

Ing. Eva Jelínková, BAD/1 department

("Seller" hereinafter)

and

**Name/ Company**

Address

Company ID: Tax ID:

represented by:

("Buyer" hereinafter)

concluded this

**Purchase Contract**

**I. Subject of the Contract**

1.1 Under this Contract the Seller sells the following goods to the Buyer:

Product n.	Name	Purchase price

("Purchased Goods" hereinafter)

and the Buyer receives the Purchased Goods under the contractual conditions into their ownership.

1.2 The Seller declares they are exclusive owner of the Purchased Goods.

**II. Purchase price and payment conditions**

2.1 The contractual parties agreed the purchase price for the Purchased Goods amounts to:

plus applicable VAT.

2.2 The Buyer shall disassemble, load and transport the Purchased Goods at their own expense and risk. In case of export of the Purchased Goods outside the EU the Buyer shall ensure the export customs declaration on their own cost. The export customs declaration shall be executed in the name and on behalf of the Seller.

2.3 The Buyer commits to pay the a.m. purchase price before receiving the Purchase Goods against a prepayment invoice made out by the Seller. The prepayment invoice is due within 14 days from its date.

2.4 If the Buyer doesn't pay the above mentioned purchase price to the Seller within 14 days after the prepayment invoice release date, the Seller is no more interested, in accordance with § 1980 of the law 89/2012, the Civil Code, in realisation of the purchase and any commitments of the Seller arising in connection to the purchase of the goods according to this Contract cease to exist, unless the Seller provides for Buyer an additional payment date for the prepayment invoice of 1 month that commences at the original due date of the prepayment invoice.

[Zadejte text.]

- 2.5 After the prepayment is credited to their bank account the Seller issues a VAT invoice for the amount received.
- 2.6 Once the whole amount of the purchase price is credited to the Seller's bank account, the Purchased Goods are released to the Buyer under the contractual conditions.
- 2.7 After the Seller hands over the Purchased Goods to the Buyer, the Seller issues the final invoice for the final reconciliation of the sale. The date of accounting transaction is the day the Seller hands over the Purchased Goods to the Buyer.
- 2.8 If the Buyer proves to the Seller that the Purchased Goods have been exported to another EU Member State by the Buyer or by a person authorised by the Buyer after the hand-over, the Seller shall issue to the Buyer the corrective VAT invoice to the original VAT invoice for the purchase price pursuant to art. 2.1 of this contract and shall apply the exemption from the Czech VAT. The Buyer shall submit to the Seller relevant documents proving the export of the Purchased Goods to another EU Member State by the Buyer or by a person authorised by the Buyer. Such documents proving the export of the Purchased Goods to another EU Member State shall be especially the declaration of the Buyer or of a person authorised by the Buyer stating that the Purchased Goods have been exported to another EU Member State, the CMR waybill or another similar administrative document proving that the Purchased Goods has been exported from Czech Republic to another EU Member State. The Buyer shall present such documents to the Seller without undue delay but no later than 90 days from handing the Purchased Goods over. If the Buyer does not fulfil the conditions as set forth in the foregoing sentence, the Seller is not obliged to make correction of the applied Czech VAT regime, apply the Czech VAT exemption for the Purchased Goods and refund the applied Czech VAT to the Buyer. If the Buyer meets the foregoing deadline, the Seller undertakes to make the correction of the Czech VAT regime and refund the Czech VAT by 15 day from the moment when the Buyer proves to the Seller the fulfilment of the conditions for the exemption of the supply of the Purchased Goods from the VAT in the Czech Republic by the submission of relevant documents and confirms the acceptability of the corrective VAT invoice issued by the Seller.
- 2.9 If requested by the Seller, the Buyer is obliged to provide a proof of ownership of the bank account used for the contractual payments or of any other bank account that may be used in the commercial relationship with the Seller. The Seller is entitled to withhold any payment until the Buyer provides sufficient proof of the a.m. fact.
- 2.10 If requested by the Seller, the Buyer is obliged to report all pending accounting entries in their accounting books related to the commercial relationship with the Seller as of the record date and, if necessary, resolve all the potential discrepancies between theirs and Seller's accounting books. The Seller usually sends to the Buyer a statement on pending accounting entries in the Seller's accounting books, based on accounting records only and does not have any relevance for possible claims, does not bear any legal consequences and on no accounts can be used as acknowledgement of debt.
- 2.11 The Buyer has no right to transfer or withhold claims related to this Contract nor to offset claims unilaterally.

### **III. Reservation of proprietary rights and terms of further transfer of proprietary rights**

- 3.1 The Buyer and the Seller have agreed the proprietary rights to the Purchased Goods shall be transferred to the Buyer once the purchase price is paid in full amount and credited to the Seller's bank account.
- 3.2 Within one year after transfer of proprietary rights to the Buyer, the Buyer is allowed to further sale of the Purchased Goods to third party only upon written consent of the Seller. The Buyer is obliged to cooperate with the Seller on verification of the proprietary rights to the Purchased Goods. In case of violation of this disposition by the Buyer, the Seller is entitled to demand the payment of the contractual penalty in an amount equal to the purchase price and the refund of the Purchase Goods.

### **IV. Reception of the Purchased Goods**

- 4.1 The Buyer shall receive the Purchased Goods within 2 weeks after they paid the purchase price to the Seller's bank account. The Buyer and Seller shall agree on the exact date of reception. In case the Buyer delays the reception the Seller shall charge them safekeeping fee amounting to

[Zadejte text.]

CZK 5000 per sq.m. of occupied area for a month while the Seller reserves the right to store the Purchased Goods at the open air. The Buyer shall receive the Purchased Goods in the Seller's plant where the Goods are located.

- 4.2 The Buyer shall disassemble and transport the Purchased Goods at their own expense and risk. The Buyer shall compensate any damage to the Seller's property caused by disassembling and transporting the Purchased Goods. In case a passage will have to be knocked through a wall or any building will have to be modified to enable disassembly and transport of the Purchased Goods, the Buyer is obliged to restore the site at their own expense. In such a case, the Seller may require a security deposit to compensate for possible losses.

#### **V. Transfer of risk of damage to Purchased Goods**

In case the www.netbid.com Internet portal auction base is employed to sell the Purchased Goods, the risk of damage to the Purchased Goods is transferred to the Buyer the moment the Buyer is notified by email the Purchased Goods is knocked down to them. In all other cases the risk of damage to the Purchased Goods is transferred to the Buyer the day the contractual parties signed this Contract.

#### **VI. Liability to damages**

The Seller declares the condition of Purchased Goods is adequate to wear and tear of used items. The Buyer has checked the Purchased Goods and being aware of their condition they purchase them as they are.

#### **VII. General and concluding provisions**

- 7.1 In the case the Buyer is a Consumer with residence inside the EU and the Seller and the Consumer do not agree in the case of a dispute on an acceptable compromise, the Consumer may turn to the Czech Trade Inspection Authority (department ADR) with a proposal to launch an out-of-court procedure. Particulars of the proposal, description of the process and other information related to out-of-court procedures can be found on the website [www.coi.cz](http://www.coi.cz). Consumers can also use the platform for online dispute settlement, which is established by the European Commission at <http://ec.europa.eu/consumers/odr/>.
- 7.2 The Contract becomes valid and effective the day it is undersigned by both contractual Parties.
- 7.3 This Contract is made out in two counterparts, each valid as original. Each of the contractual parties shall receive one of the counterparts.
- 7.4 The contract, as well as legal relations arising from its violation, shall be governed by the law of the Czech Republic. The application of international private law and of the Convention on Contracts for the International Sale of Goods is excluded. All the issues not stipulated by this agreement are governed by the Act 89/2012 Coll., Civil Code ("CC" hereinafter) and the contractual parties agree the following:
- a) Habitual practice does not take preference over legal provisions without peremptory effects;
  - b) The supplier assumes the risk of change of circumstances;
  - c) Accepting this Agreement containing a deviation, including deviations not altering original conditions substantially, is excluded. The same applies to any changes to this Agreement or to sub-agreements concluded based on this Agreement;
  - d) Application of Art. 1799 and Art.1800 CC regarding adhesion contracts is excluded in the case of this Contract. The same applies to any contracts or documents based on this contract.
  - e) Any modification, amendment or annex to this Contract - including a waiver of the requirement of writing form - must be in writing and duly signed by authorized representatives of the contractual Parties. In all their business relations the contractual Parties determine no agreement can be concluded on the basis of unilateral confirmation pursuant to the Art. 1757 Pars. 2 and 3 CC, the application of which is hereby excluded;
  - f) The contractual parties agree that Art. 1950 CC shall not be applied to the commitment arising from this Agreement. This means a receipt confirming a later performance does not confirm a previous performance unless stating this explicitly.
- 7.5 In case of any discrepancy arising from or in relation to this agreement the contractual parties respect the authority of respective Czech court of justice with jurisdiction over the Seller's registered office.

[Zadejte text.]

7.6 In case any of the provisions of this Contract becomes invalid all the other provisions remain valid. The contractual parties commit to replace the invalid provision by a different and valid one, with its content and meaning corresponding best to the originally intended economic purpose of the invalid provision.

7.7 The contractual parties declare this Contract was concluded after mutual discussions and that before signing the Contract they read it and fully approve of its content.

In Mladá Boleslav on .....

In ..... on .....

On behalf of ŠKODA AUTO a.s.

On behalf of Buyer:

.....  
(name, position)

.....

.....  
(name, position)