



PURCHASE CONTRACT

According to the provisions of § 2079 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), entered into and year by mutual agreement and under the following conditions these Contracting Parties

Buyer: Mendel University in Brno

registered office: Zemědělská 1665/1, 613 00 Brno
Statutory body: prof. Dr. Ing. Libor Jankovský, Dean of the Faculty of Forestry and Wood Technology
Authorized to negotiate: prof. Dr. Ing. Libor Jankovský, Dean of the Faculty of Forestry and Wood Technology

Budget Manager: doc. Dr. Ing. Jindřich Pavliš, project solver
contact person

in technical matters: doc. Dr. Ing. Jindřich Pavliš,

E-mail: Jindra.pavlis@yahoo.com

phone +420 545 134 052

IČO: 62156489

Steuernummer: CZ62156489

Bank details: Komerční banka, as
account number: 7200300237/0100

on the one hand and hereinafter referred to as the "Buyer"

and

Seller: Alpha Group Limited

based: 310100, Bonanza Estate, Lusaka ZAMBIA

delivery address (if different from the above):

acting: Mr MJ Zulu

EMPLOYER IDENTIFICATION NUMBER: 120190003538

bank connection: FNB Commercial Branch, Arcades, Zambia

account number: **62832800024**

entry in the Commercial Register maintained by: PACRA ZAMBIA

on the other hand and hereinafter referred to as the "Seller"

In the event that any of the above information is changed, the Contracting Party to which the change occurred shall notify the other Contracting Party thereof in a conclusive manner (by registered letter or e-mail signed with an advanced electronic signature, in accordance with Act No. 227/2000 Coll., on electronic signature and on amendments to some other acts), without undue delay. In the event of damage as a result of non-compliance or breach of this obligation, the party which caused the damage undertakes to fully compensate the damage.

Article 1

Subject of Supply

1.1 The subject of performance and purpose of this Purchase Contract is the delivery of seeds, feed, fertilizers and small tools specified in detail in Annex 1 to this Contract. The definition of the subject of this contract is specified in the detailed technical specification of the goods, which is contained in Annex No. 1 to this contract and forms an integral part of this contract.

1.2 The Seller declares that the subject matter of performance meets all the conditions stipulated by legal regulations for the use of the subject matter of performance for the purpose of the contract and that it will hand over to the Buyer all documents and documents necessary for the use of the goods. The untruthfulness of this statement is considered a material breach of this contract and the seller undertakes to indemnify the buyer for any damages, costs or sanctions incurred by the seller as a result of breach of this statement.

- Transport of goods to the place of performance.
- Technical and application familiarization of users with the goods.

1.3 The detailed scope of performance including the required parameters is given in Annex 1 - technical specification of the equipment. In particular, the Seller, by signing this Agreement, declares that the goods:

- a) is the sole property of the Seller and is not subject to pledges or any other rights of third parties,
- b) is new, original, unused and has no factual or legal defects,
- c) the goods correspond to this contract, ie. has properties agreed by the parties and, in the absence of an agreement, features described by the seller or the manufacturer or expected by the buyer, having regard to the nature of the item and the advertising carried out by them, to be suitable for a purpose which contracts.

1.4 Failure to provide parts of the subject of performance pursuant to item 1.2 hereof and failure to meet the technical parameters defined in Annex 1 to this contract, technical standards and standards prescribed by applicable legislation shall be considered a material breach of this contract.

1.5 By this Agreement, the Seller undertakes to deliver to the Buyer the subject of the Delivery under this Agreement and to transfer to it the ownership right to this subject of the Delivery.

1.6 The Buyer undertakes to pay the price for this Delivery in the amount specified in Article 2 and in the manner specified in Article 3 hereof.

Article 2

Price Delivery

2.1 The Buyer undertakes to pay to the Seller (to be completed by the Supplier below):

Delivery of seeds, feed and fertilizers USD without VAT \$15 980.00

Grass seed (Brazseed - 60 kg, Mombaza-Panicum maximum - 20 kg, Marandu - Brachiaria - 20 kg)
Tree species (Glyricidia sepium 0.5 kg, Faedherbia albida 1 kg, Skull Albizia 1 kg, Leucaena leucocephala 2

kg, Cassia siamea 1 kg, Albizia samantrop 1 kg, Casuarina equistefiloia 1 kg, Mango sp. 2 kg, Avocado sp. 2 kg, Moringa sp 5 kg)

Fertilizer mixtures increasing soil fertility - 10 ha

Hay for cattle - 100 adult cows + calves in periods of scarcity

Mineral substances for cattle - 100 adult cows + calves

Fuel 1250 l

Shielding netting 200 m2

2 solar pumps

Mesh and columns for repairs and supplementary fencing 1 km

Tools: ax 3 pieces, wheels 3 pieces, hammer 2 pieces, spade 5 pieces, shovel 5 pieces, two-handed mallets 5 kg 5 pieces, pickaxe 5 pieces, hoe 2 pieces 5 pieces, hoe 5 pieces, rake 5 pieces. small gardening tools 5 pcs, brush cutter

TOTAL for the subject of performance

Article 3

Payment Terms

3.1 The Buyer is obliged to pay the Seller the price for the Supply in the amount agreed in Article 2 of the Contract on the basis of a tax document issued and provably delivered to the Buyer. The tax document can be issued only on the basis of a protocol confirmed by the Buyer on the handover and acceptance of the goods.

3.2 VAT will be charged at the amount determined in accordance with the legislation in force on the date of the chargeable event. The price is maximum permissible and cannot be exceeded under any conditions except for changes in VAT rates. The price includes all and final costs associated with the agreed and specified scope of performance.

The annex and part of the tax document must be:

Acceptance by the Buyer of the delivery handover and acceptance report as perfect.

3.3 The Seller shall issue the tax document within 15 days of the date of taxable supply and shall deliver it to the Buyer within 5 calendar days of issue.

3.4 The Purchase Price shall be paid by the Buyer to the Seller by bank transfer to the Seller's bank account specified in the text of this Agreement on the basis of a tax document issued by the Seller on the date of taxable fulfillment. The maturity of the tax document is determined by agreement between the parties within 30 days of the receipt of the tax document to the Buyer.

3.5 The tax document shall contain the particulars of the tax and accounting documents according to the applicable legislation of the Republic of Zambia.

Article 4

Delivery time and location

4.1 The Seller undertakes to (deliver) the aforementioned Delivery no later than:

- until 31 December 2019.

4.2 At the same time, the Seller undertakes to notify the Authorized Person in good time (at least 3 working days) due to the nature of the Delivery and demonstrably informs the Authorized Person that he intends to deliver the Delivery, otherwise the Buyer is not obliged to take delivery.

4.3 The Seller undertakes to hand over the delivery at the place of performance of the public contract: Czech Center of Excellence, Kaisi, Zambia.

Article 5

Warranty and rights from defective performance

5.1 The Seller is liable for material and legal defects, including hidden defects, which the goods have at the time of handover to the Buyer, defects found between the handover of the goods to the Buyer and the

beginning of the warranty period and defects found during the warranty period.

The guarantee for the quality of goods is negotiated. The Seller warrants that the Goods will retain their properties specified in this Agreement for the duration of the warranty period, in particular all the features defined in Annex 1 to this Agreement, and that they will be fit for daily use during the warranty period under this Article. The warranty period of the delivered goods shall be at least:

12 months (in words: twelve months). The aforementioned warranty period begins on the date of receipt of the goods by the buyer.

Article 6

Contractual penalties and damages

6.1 In the event of Seller's delay in delivery, the Buyer shall be entitled to charge a contractual penalty of 0.5% of the purchase price for each commenced day of delay, but no longer than 150 days.

6.2 In the event of Buyer's delay in paying the price for the provided delivery, the Seller is entitled to charge the Buyer a contractual penalty of 0.5% of the outstanding amount for each day of delay.

Article 7

Common and final provisions

7.1 The unenforceability and / or invalidity and / or ineffectiveness of any provision of this Agreement shall not affect the enforceability and / or validity and / or effectiveness of its other arrangements. In the event that any provision of this Agreement should become invalid and / or ineffective, the Contracting Parties undertake to enter into negotiations and agree as soon as possible on an acceptable manner of pursuing the objectives contained in such provision of this Agreement that are valid and / or effective and / or enforceability is lost.

7.2 This Agreement has been made in three (3) counterparts with the validity of the original, with the Seller receiving one (1) and the Buyer two (2) copies.

7.3 This Agreement shall enter into force upon its signature by both parties.

7.4 This Agreement becomes effective upon its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., The Act on Special Conditions of Effectiveness of Certain Contracts, Publication of these Contracts and on the Register of Contracts (Contract Register Act) in the Register of Contracts.

7.5 If the situation foreseen in Section 7 (1) or (2) of the Contract Register Act (cancellation of the contract from the beginning) occurs, the contracting parties undertake:

- act in such a way that the consequences are convalidated, ie by making corrections by publishing the relevant parts of the contract in the contract register;
- if they consider the protection of the interests referred to in paragraph 7.7 of the treaty of this article to be justified in spite of the court or superior decision, they shall respect the rights acquired in good faith and undertake not to exercise unjustified encroachment the return of the performance provided and that neither party assigns the claim and the issue of the unjust enrichment / return of the performance under the canceled contract to a third party. They also waive the right to compensation for damages arising from the non-publication or incorrect or incomplete publication of the contract in the Register of Contracts.

7.6 Annex 1 - technical specification of the subject of performance is an integral part of this contract.

7.7 The Contracting Parties hereby declare that they have been properly acquainted with the contents of this Agreement, that this Agreement is a manifestation of their serious, free and certain will free from error, not concluded in distress and / or under significantly disadvantageous conditions .

7.8 Both the Buyer and the Seller agree to publish the complete purchase contract, including attachments, on the client's profile and in the register of contracts.

7.9 The Buyer shall ensure publication of the concluded contract in the Contract Register.

Technical specifications

In Brno on:

22.11.2019

For the Buyer



prof. Dr. Ing. Libor Jankovský
Dean of the FFWT



Assoc. Dr. Ing. Jindřich Pavliš,
project coordinator

In Lusaka on 5 November 2019

For The Seller



Mr MJ Zulu
Procurement Manager
Alpha Group Limited

SUBMITTED BY : ALPHA GROUP LIMITED ON THIS 5TH DAY OF NOVEMBER 2019

TECHNICAL SPECIFICATION FOR THE SUPPLY OF SEEDS, FEED, FERTILIZERS AND SMALL TOOLS

attachment no. 1 - technical specification			
Item		expected value in USD (no VAT)	supplier's offer (in USD without VAT)
Grass seed: Brazseed - 60 kg, Mombaza - Panicum maximum - 20 kg, Marandu - Brachiaria - 20 kg		2950	2800
Trees seed supply: Glyricidia sepium 0,5 kg, Faedherbia albida 1 kg, Albizia lebek 1 kg, Leucaena leucocephalla 2 kg, Cassia siamea 1 kg, Albizia samantrop 1 kg, Casuarina equistefiloia 1 kg, Mango sp. 2 kg, Avocado sp. 2 kg, Moringa sp. 5 kg		1250	1200
Fertilizer mixtures increasing soil fertility - 5 ha		850	1000
Hay for cattle - 100 adult cows + calves in a period of shortage		2100	2000
Minerals for cattle - 100 adult cows + calves 1700		1700	1730
Fuel 1250 liters		2100	1850
Shielding nett 200 m2		850	800
2 solar powered pumps		1250	2300
Mesh and columns for repairs and supplementary fencing 1 km		2500	1800
Tools: ax 3 pieces, wheels 3 pieces, hammer 2 pieces, spade 5 pieces, shovel 5 pieces, two-handed mallets 5 kg 5 pieces, pickaxe 5 pieces, hoe 2 pieces 5 pieces, hoe 5 pieces, rake 5 pieces. small gardening tools 5 pcs, brushcutter		850	500
Sum:	Sum	16400	\$ 15 980.00