BIOLOGY CENTRE ASCR
address: Branišovská 1160/31, 370 05 České Budějovice, Czech Republic
IBAN – CZ24 0800 0000 0000 0606 3942 | SWIFT CODE – GIBACZPX | VAT No.: CZ60077344
phone: +420 387 771 111 (telephone exchange) | www.bc.cas.cz | e-mail: bc@bc.cas.cz

CONTRACT FOR SALE OF GOODS

Biology Centre of the Czech Academy of Sciences (BC CAS)
I.No. 60077344
Represented by: prof. Ing. Miloslav Šimek, CSc., Director
Branišovská 31
České Budějovice,
370 05
Czech Republic

(hereinafter referred to as the **„Buyer“** on the first side)

and

Lotek Wireless Inc.,
115 Pony Drive,
Newmarket, Ontario,
Canada L3Y 7B5

(hereinafter referred to as the „**Seller“** on the second side)

(Seller and Buyer referred to also as the **“Contracting Parties”** or separately each the **“Contracting Party”**)

have entered on the day, month and year as bellow, pursuant to the United Nations Convention on Contracts for the International Sale of Goods (hereinafter referred to as **“Convention”**), into the following

CONTRACT FOR SALE OF GOODS

I.
Subject-matter of the Contract

1.1. The Subject-matter of this Contract is particularly the obligation of the Seller to deliver goods specified in the Annex 1 hereto to the Buyer and to transfer the property in goods to the Buyer under the terms and conditions herein and the obligation of the Buyer to accept the delivered goods from the Seller and to pay the agreed purchase price.

II.
Sale of Goods

2.1. The Seller hereby agrees to deliver the Buyer goods (movables) specified in Exhibit No. 1 hereto (hereinafter referred to as the „Goods“) and in the time, quality and quantity specified in Annex 1 hereto. The Buyer shall collect the Goods and pay Seller for Goods the purchase price specified in the Article III. hereof.

2.2. The Seller fulfils his obligation to deliver the Goods when the Goods have been made available to the Buyer at Biology Centre of the Czech Academy of Sciences (BC CAS), Branišovská 31, 370 05 České Budějovice. The Parties have agreed that the Seller shall arrange the transport of the Goods.

2.3. The Seller shall deliver the Goods to Buyer until **05. 04. 2017.** The Seller shall notify Buyer regarding the delivery of Goods to carrier by email sent to adress: mriha00@gmail.com

2.4. The title in the Goods shall pass to Buyer immediately upon delivery of the goods to a representative of the Buyer. Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery.

III.
Purchase Price

3.1. The Buyer shall pay the Seller the purchase price of the goods amounting EURO 39 060 (hereinafter referred to as the „Purchase Price“). This price includes any taxes, fees and obligations connected with the goods manufacture, transport, and installation to the Buyer.

3.1.1. The Buyer will provide a deposit to the Buyer amounting 30% of the purchase price of the Goods. The deposit transfer will be made not later than 10 days after signing this Contract.

3.2. The Purchase Price shall be due upon the invoice issued and sent by the Seller not later than 21 days from delivery and collection of Goods by the Buyer. The invoice shall be payable not later than 21 days from the delivery of the invoice by the Seller to the Buyer.

3.3. If the Buyer fails to pay the purchase price, the Seller shall have the right to default interest at the rate of 0,1 % of outstanding amount for each day of default without prejudice to any claims for damage pursuant to the Article 74 of the Convention.

IV.
Product Liability

4.1. The Seller shall be liable for any lack of conformity in Goods which exists at the time when the risk passes to the Buyer and which occurs within 24 months from the date of delivery of Goods by the Buyer’s carrier. The Seller declares that the Goods during a period of 24 months from the date of collection by the Buyer’s carrier will remain fit for the

purposes for which the Goods would ordinarily be used or during this period will retain specified qualities (hereinafter referred to as the „Warranty Period“).

4.2. The Seller shall not be responsible for the defects arising out of the failure to follow operation instructions, for the defects caused by improper storage after the Goods were delivered or for the defects caused by circumstances that were beyond the reasonable control.

4.3. The Buyer shall, immediately upon delivery and installation of the Goods to working condition, duly examine the Goods and if the defects of Goods were apparent upon the collection of Goods, the Buyer shall promptly give notice on this to the Seller.

4.4. Should the Buyer discover any defects during the Warranty Period, the Buyer shall give written notice of the defect to the Seller and not later than within 15 days after such defect had been detected. In a written notice specifying the defects he shall have the following options:
– replace of defective Goods by delivery of non-defective Goods;
– demand to repair the defective Goods if the defects are repairable;
– demand appropriate Purchase Price reduction; or
– to withdraw from the Contract.

4.5. The Seller, upon receipt a notice from the Buyer stating the defect, promptly shall give a written statement and reply whether he accepts the claim for defects or not.

V.
Exclusion of Liability

5.1. A party is not liable for a failure to perform any of it’s obligations if it proves that the failure was due to an impediment beyond it’s control and that it could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the Contract or to have avoided or overcome it or its consequences. The exemption provided by this Article has effect for the period during which the impediment exists.

5.2. The non-performing party shall give prompt written notice to the other party of the reason for its failure to perform and the extent and duration of its inability to perform.

VI.
Jurisdiction of Court

6.1. The Contracting parties agreed that any disputes arising out of this Contract would be governed by the Common Court of the Czech Republic.

VII.
Final Provisions

7.1. This Contract shall enter into force and shall take effect on the day when it is executed.

7.2. The Contracting Parties hereby agree that entering into this Contract and performing duties under this Contract have been duly approved by the relevant company bodies of the Contracting Parties in a compliance with legal regulations, by-laws and other internal regulations of the Contracting Parties; and no other approval or consent shall be required.

7.3. The Contracting Parties agree to respect the legitimate interests of the other Party, shall conduct in accordance with the purpose of this Contract and shall not counteract such purpose and they shall perform all legal and other actions that may prove necessary to reach the purpose of this Contract.

7.4. All documents in writing shall be mailed at the address of the Contracting Parties set forth in the heading of this Contract unless either of the Contracting Parties shall give a written notice to the other Party on changing its address. Whatever papers the delivery of which is required, assumed or is made available by this Contract and regardless of any other available way allowed by the legal regulations to prove such a delivery, shall be deemed to have been served if such had been delivered to the other Contracting Party at the address set forth in the heading of this Contract or at the address noticed in written form by either Contracting Party to the other Party.

7.5. The Seller accepts the provisions of the Act no. 137/2006 Coll., on Public Contracts.

7.6. Any changes and amendments to this Contract shall require a written form.

7.7. If any provision of this Contract is determined to be invalid or unenforceable, the Contracting Parties herby agrees to supersede such an invalid or unenforceable provision by a new valid and forceable provision that most closely matches the intent and the purpose of the original provision.

7.8. This Contract and the relations arising from shall be governed by the Law of the Czech Republic and by the United Nations Convention on Contracts for the International Sale of Goods.

7.9. This Contract had been made in two duplicates whereby each Contracting Party shall retain one copy each.

7.10. Annex 1 – Purchase order

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Telemetry Advisor and Account Manager, Lotek Wireless Inc.	prof. Ing. M .Šimek, CSc. Director of BC CAS

Lotek Wireless Inc.
115 Pony Drive
Newmarket , ON L3Y 7B5

Telephone: 905-836-6680
Fax: 905-836-6455
Email: telemetry@lotek.com
Website: www.lotek.com

SALES QUOTE

Invoice Address:
Biology Centre ASCR v.v.i
Institute of Hydrobiology
Na Sadkach 7
VAT # CZ60077344
Ceske Budejovice, 370 05
Czech Republic

Delivery Address:
Biology Centre ASCR v.v.i
Institute of Hydrobiology
Na Sadkach 7
VAT # CZ60077344
Ceske Budejovice, 370 05
Czech Republic
Contact: Milan Riha

Quote Number: SQ11046
Quote Date: 17 January 2017
Expiry Date: 1 February 2017
Account No.: C05638
VAT Reg. No.:
Page: 1
From: Zak Newman

Item No.	Description	Unit	Quantity	Unit Price	Total Price
MM-SERIES SENSOR	MM SERIES SENSOR ACS TAGS MM-M-8-SO-TP	Each	14	420.00	5,880.00
MM-SERIES SENSOR	MM SERIES SENSOR ACS TAGS MM-M-11-28-TP	Each	13	420.00	5,460.00
FREIGHT	Freight Charges	Each	1	120.00	120.00

Subtotal:	11,460.00
Invoice Discount:	0.00
Total Tax:	0.00
Total:EUR	**11,460.00**

Lotek Wireless Inc.
115 Pony Drive
Newmarket , ON L3Y 7B5

Telephone: 905-836-6680
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Website: www.lotek.com

SALES QUOTE

Invoice Address:
Biology Centre ASCR v.v.i
Institute of Hydrobiology
Na Sadkach 7
VAT # CZ60077344
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Delivery Address:
Biology Centre ASCR v.v.i
Institute of Hydrobiology
Na Sadkach 7
VAT # CZ60077344
Ceske Budejovice, 370 05
Czech Republic
Contact: Milan Riha

Quote Number: SQ11047
Quote Date: 17 January 2017
Expiry Date: 1 February 2017
Account No.: C05638
VAT Reg. No.:
Page: 1
From: Zak Newman

Item No.	Description	Unit	Quantity	Unit Price	Total Price
MM-SERIES SENSOR	MM SERIES SENSOR ACS TAGS MM-M-8-SO-TP Custom Configuration	Each	33	458.00	15,114.00
MM-SERIES SENSOR	MM SERIES SENSOR ACS TAGS MM-M-11-28-TP Custom Configuration	Each	22	458.00	10,076.00
MM-SERIES SENSOR	MM SERIES SENSOR ACS TAGS MM-M-16-50-TP Custom Configuration	Each	5	458.00	2,290.00
FREIGHT	Freight Charges	Each	1	120.00	120.00

Subtotal:	27,600.00
Invoice Discount:	0.00
Total Tax:	0.00
Total:EUR	**27,600.00**