# **CONTRACT OF SALE**

## **No. XY**

### 1 Contracting Parties

Seller: STV GROUP a.s.

Registered with the Companies Register of the Metropolitan Court in Prague under Section B,

Entry 6590

Registered office: Žitná 45, 110 00 Prague 1, Czech Republic

Company number: 26181134 Tax number: CZ26181134

Bank details: ČSOB

IBAN: CZ77 0300 0000 0001 7654 6074

Tel: +420 774 565 571 Represented by: Martin Drda

(hereinafter referred to as the "Seller")

and

#### **Buyer:**

Registered office: VAT number:

Tel/fax:

Represented by:

(hereinafter referred to as the "Buyer")

The hereinabove Contracting Parties conclude this Contract of Sale in accordance with the provisions of the Czech Commercial Code, Section 409, as amended, and both Parties hereto sign this Contract to Sell *X* piece vehicle *subject of sale* (hereinafter referred to as "Contract of Sale").

### 2 Subject-Matter of Contract

2.1 By virtue of this Contract, the Seller undertakes to deliver goods to the Buyer under the agreed upon terms and conditions and the Buyer undertakes to make receipt of and to pay for the goods in the agreed amount quantity, price, under the terms and conditions agreed upon under this Contract.

### 2.2 Goods:

The subject-matter of this Contract is the sale of:

### Subject of sale

Serial number of chassis: XY

- 2.3 The Vehicle is in a state that corresponds to its age and technical condition. The extension is sold incomplete and non-functional. The Vehicle does not include any weapons or explosive equipment of whatever type.
- 2.4 The Buyer declares that he is familiar with the technical condition of the Vehicles.

#### 3 Price of Goods

3.1. Both Parties agree that the total price of the goods is: **XY** € for vehicle (excluding VAT).

## 4 Delivery Conditions and Time

- 4.1 Following the signature of this Contract, the Buyer will provide the Seller with an end-user certificate confirmed by the state administration authority of the country of import.
- 4.2 Following grant of the said confirmation, the Seller will start all required export procedures necessary for export of the Goods. Following grant of a permit to export the said special Vehicle, issued by the Ministry of Industry and Trade of the Czech Republic License Administration, the Seller will inform the Buyer about his readiness to effect delivery of the Goods to the agreed place; however, at least five (5) working days prior to the said delivery, and the Seller will call on the Buyer to make receipt of the subject-matter of this Contract.
- 4.3 Title and danger of damage to the Goods passes to the Buyer on the date the Buyer, or his representative, makes receipt of the Goods.
- 4.4 Place of delivery: EXW Seller's warehouse in Hlavenec (Stará Boleslav), Czech Republic.

# 5 Payment Terms and Conditions

5.1 The Buyer will pay the total sum according to Section 3.1, as agreed – in cash, by bank transfer to the Seller's bank account number: 176 546 074/0300 in accordance with the invoice.

#### **6** Warranties and Fines

- 6.1 The Seller does not warrant the properties of the Goods.
- 6.2 In the event of any delay in the payment of an invoice caused by the Buyer, the Buyer shall pay a fine for delay in the amount of 0.05% of the amount due for each and every day of delay, however, not more than 15% of the purchase price of the Goods.
- 6.3 Should the Buyer delay delivery of the Goods, whereby such delay is caused by the Seller, the Seller shall pay a fine for delay in the amount of 0.05% of the amount due for each and every day of delay, however, not more than 15% of the sales price of the Goods.

#### 7 Miscellaneous

- 7.1 Unless agreed otherwise, this Contract follows the legal relations by which it is regulated and the provisions of the Commercial Code of the Czech Republic.
- 7.2 This Contract is made in two (2) originals in English, whereby each Party will receive one (1) print.
- 7.3 This Contract may be modified or amended only by written amendments signed by both Parties hereto.
- 7.4 This Contract becomes valid upon it being signed by both Parties and it enters into effect following issuance of an export permit issued by the Ministry of Industry and Trade of the Czech Republic License Administration for the Seller.
- 7.5 Both Parties express their approval with the formulation of this Contract by attaching their own signatures hereunto.

Dated in: Hlavenec, on: XY