**Purchase Contract**

entered into pursuant to Section 2079 *et seq*. of Act No. 89/2012 Coll., the Civil Code (hereinafter the New Civil Code).

**I.**

**Contracting Parties**

1. The Seller

Business name: innogy Gas Storage, s.r.o.

Registered office: with its registered office at Limuzská 3135/12, 108 00 Prague 10 – Strašnice

Represented by:

Id. No.: 27892077

Tax Id. No.: CZ27892077

Bank details:

Account No.:

registered in the Commercial Register kept by the Municipal Court in Prague, File No. C 124711

and

1. The Buyer

Business name:

Registered office:

Represented by:

Id. No.:

Tax Id. No.:

Bank details:

Account No.:

registered in the Commercial Register kept by the ........... , File No. ..........

**II.**

**Recitals**

The Seller represents that it is the exclusive owner of the movable property specified in Article III hereof and may dispose of the movable property without any restrictions.

**III.**

**Subject of the Contract**

1. This Contract provides for the Seller’s obligation to hand over the below-specified movable property to the Buyer in consideration for the agreed price and the Buyer’s obligation to take over the movable property into its ownership under the terms and conditions stipulated herein and to pay the agreed purchase price to the Seller in the manner agreed herein.
2. Specification of the movable asset:

*Name* …………………………………………………………………

*Brand (make) ………………………………………………………………....*

*Colour*: *…………………………………………………………………*

*Production number ……………………………………………………………*

including all parts thereof and accessories thereto (hereinafter the “Property”).

In this context, the Seller agrees to hand over to the Buyer also any and all documents for the Property in the Seller’s possession.

**IV.**

**Time and place of handover**

1. The Seller agrees to handover the Property to the Buyer after execution of the present Contract and payment of the purchase price, all the above in accordance with the General Business Conditions for the Sale and Handover of Property attached as Annex 1 hereto, which form an integral part hereof (hereinafter the “BC”)
2. The Place of supply specified in the BC is the place of takeover of the Property.
3. The Buyer agrees to take over the Property from the Seller under the agreed terms and conditions.
4. The Contracting Parties shall draw up and execute a delivery protocol on the handover and takeover of the Property. The Property is deemed to be handed over and taken over upon execution of the delivery protocol by the Seller’s representative and the Buyer.
5. The Buyer becomes the owner of the Property upon the takeover thereof, subject to payment of the purchase price in full and execution of this Contract by the authorized representative of the Buyer.

**V.**

**Price and payment terms**

1. The purchase price for the Property specified in Art. III (2) hereof including its parts and accessories has been determined by agreement of the Contracting Parties based on the purchase price offer accepted by the Buyer at website <http://rwe-prodej.proebiz.com> (hereinafter the E-shop) and equals CZK ………………………… (in words: ………………………..Czech crowns) exluding VAT.

VAT at the statutory rate will be charged in addition to the purchase price

1. The Buyer shall pay the purchase price under paragraph 1 of this Article to the Seller into the Seller’s account specified in Article I hereof within the time limit set out in the BC, based on a tax document issued by the Seller and delivered to the Buyer simultaneously with this Contract executed by the Seller and the BC.
2. The purchase price is deemed to be paid on the date of crediting the Seller’s account with the relevant amount.

**VI.**

**Warranty**

1. The Buyer is aware that the Property specified in Art. III (2) hereof has become obsolete in the framework of the business activities of the Seller, which sells such property through the E-shop. The Property had been in the Seller’s possession throughout the entire warranty period, which expired to no effect. The Seller has no claims under defective performance against its suppliers that could be transferred to a third party.
2. Having regard to the above, the Buyer hereby expressly waives, in accordance with Section 1916 (2) of the New Civil Code, any claims under defective performance the Buyer may have, including, without limitation, the rights specified in Section 2106 (1)(a),(b),(c) and (d) of the New Civil Code, subject to the provisions of paragraph 3 of this Article, and the rights specified in Section 2107 (1) of the New Civil Code.
3. If the Buyer ascertains a defect of the Property, the Buyer is entitled to withdraw from the Contract and return the Property to the Seller at the place of takeover, undamaged and unused and in the state in which the Buyer took over the Property from the Seller, within 21 days of the takeover of the Property. However, where the defect could not have been ascertained without using the Property, the Buyer is entitled to return the Property used appropriately to ascertaining the defect. In case of withdrawal from the Contract, the Contracting Parties are obliged to return to each other the provided performance, provided that the Seller is obliged to refund the paid amount within 5 days of takeover of the returned Property meeting the requirements set out in this paragraph. The Property shall be returned at the place of its takeover and a delivery protocol shall be drawn up thereof at the place of takeover. The time limit for withdrawal from the Contract and returning the Property is deemed complied with if the Buyer returns the Property to the Seller at the place of supply on the last day of the time limit. Upon expiry of the time limit to no effect, the right expires.

**VII.**

**Liability**

The Contracting Parties exclude liability for compensation for damage and intangible harm unless the damage or harm was caused wilfully or by gross negligence. For the purpose of the exclusion of liability for compensation for damage and intangible harm, the Contracting Parties expressly declare that neither of them considers itself to be the weaker Contracting Party.

**VIII.**

 **Miscellaneous**

1. The Buyer declares that it has acquainted itself with and is well aware of the technical and actual state of the Property; acknowledges that the Property is a thing that has become obsolete for the Seller’s business activities and has been stored by the Seller for a longer period and has not been tested by the Seller; and purchases the Property with the above knowledge.
2. The Seller represents that the Property is free of any third-party rights and the Seller is not aware of any defect preventing use of the Property in the intended manner of its use.
3. The Contracting Parties have expressly agreed that the Buyer may not assign this Contract as a whole or any part hereof or any receivable hereunder to any third party without the Seller’s consent.

**IX.**

**Final Provisions**

1. This Contract becomes effective on the date of its execution by the Seller’s representatives and the Buyer and delivery to both Contracting Parties.
2. The Contract has been drawn up in two counterparts and the Seller and the Buyer shall each receive one counterpart of this Contract after its execution.
3. The rights and obligations established and not specifically regulated by this Contract are governed by the applicable provisions of the Civil Code.
4. In conformity with Section 1751 of the Civil Code, the BC form integral part of this Contract. By the execution of this Contract, the Buyer confirms to have been acquainted with the wording hereof and declares that it considers none of the provisions hereof to be reasonably unpredictable in the sense of Section 1753 of the New Civil Code. The Contracting Parties assume the risk of change in circumstances in terms of Section 1765 (2) of the New Civil Code; the provisions of Section 1766 of the New Civil Code shall not apply to this Contract. The Contracting Parties have further agreed that the provisions of Section 433 of the New Civil Code shall not apply to this Contract
5. In case of any discrepancies between this Contract and the BC, the provisions of this Contract shall prevail.
6. This Contract, including this provision, may only be amended by written consecutively numbered amendments executed by the Seller’s representatives and the Buyer. Amendments become integral part of the Contract on the date of delivery of the amendments, executed by the Buyer and the Seller’s representatives, to both Contracting Parties.
7. If any provision hereof is or becomes invalid or ineffective, this shall in no way prejudice the validity and effectiveness of any other provision hereof, provided that the provision is severable from the remainder of this Contract. The Contracting Parties agree to replace such invalid or ineffective provision hereof with a provision whose contents and purpose are close as possible to the invalid or ineffective provision. Until such replacement, the provisions of the generally binding legal regulations shall apply.
8. The Contracting Parties declare that they have properly read the Contract prior to its execution; agree with and have understood the contents of this Contract; and conclude this Contract as entrepreneurs in the sense of Section 1797, according to their free and serious will and not under duress or strikingly unfavourable conditions. In witness whereof the persons authorized to act on behalf of the Contractual Parties have affixed their respective signatures.

In Prague, on ………

In ........................., on .....................

The Seller:

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The Buyer:

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