On this day, month and year, the following parties:

AQUA TRUCK spol. s r.o.

Týnec nad Labem, Lánská 336,

Kolín District, Postal Code 281 26

Company ID No. 24296619 VAT No. CZ24296619

*(hereafter “Supplier”)*

and

**Company** …………………………………

Company ID No.………………. VAT No. ……………….

Headquarters ……………………………..

Represented by…………………………………….

Bank account ……………………...

tel. contact / fax ………………………

*(hereafter “Client”)*

Have executed this

**CONTRACT FOR BUSINESS PARTNERSHIP**

**(executed in accordance with §269 of Act No. 513/1991 Coll., the Commercial Code)**

**I.**

**Subject of the Contract**

1. The Supplier shall hereby be obligated to deliver to the Client goods and services on the basis of individual orders placed by the Client.
2. The Client shall be obligated to accept the goods and services from the Supplier according to the order and to pay him the agreed purchase price.

**II.**

**Business Conditions**

1. Goods and services shall be delivered to the Client on the basis of written order submitted to the Supplier. The order may also be submitted in person, by fax, via email, or by phone.
2. In the order the ordered goods and services must be precisely specified, including the price of the goods and services as well as the required time and place of delivery. If the order does not include these details, the contractual parties shall consider that the order has not been submitted and the Supplier shall have no obligation to deliver the requested goods.
3. A tax document/invoice shall be issued to the Client for goods received. Value-added tax shall be added to the price in the amount corresponding to legislation as of the date when taxable supply is effected. Taxable supply shall be considered by the contractual parties to mean each individual delivery of goods and services delivered by the Supplier to the Client.
4. If the Client does not agree with the details indicated in the invoice, he shall be obligated to return it prior to the payment date in a manner demonstrating that the Supplier has accepted the returned invoice from the Client by this date. After the expiration of this deadline the Client shall have no claim for returning the invoice.

In the event that no reason is given for returning the invoice and the invoice is returned by the Client nonetheless, the invoice shall be payable by the original payment date.

1. The Client shall be obligated to pay the invoice by its payment date.

**III.**

**Delivery Conditions**

1. Goods and services shall be considered delivered through the signature of the Client or a responsible worker of the Client on the bill of delivery, bill of lading, or any invoice serving concurrently as a bill of delivery. The Client shall acquire ownership rights upon complete payment for the goods.
2. The Supplier shall provide warranty conditions in accordance with law.
3. The Supplier shall not be held responsible for defects of the goods or services which were caused by improper use or handling. The Supplier shall further be held harmless for defects of the goods or services which have their origin in faulty storage following delivery of the goods or if their cause lies in circumstances which could not be prevented.
4. Apparent faults of goods or services, that is, faults which could already have been discovered upon acceptance of the goods or conducted services by the Client must be claimed by the Client on the bill of delivery.

**III.**

**Sanctions and Penalties**

1. If the Client does not accept the ordered goods or services, he shall be obligated to pay the Supplier a contractual penalty in the amount of CZK 0 and additional costs associated with the delivery of goods.
2. In the event that the Client is in delay with payment of the invoice, he shall be obligated to pay the Supplier a contractual penalty in the amount of 0.05% of the amount owed for each day of delay.
3. The right to compensation of damages accruing to the Supplier through a causal relationship with the breach of contract shall not be affected by payment of the contractual penalty.

**IV.**

**Closing Provisions**

1. Contractual relationships according to this contract shall be governed by Act No. 513/1991, the Commercial Code, as amended.
2. This contract has been executed by both contractual parties on the basis of free will, not under duress or clearly disadvantageous conditions, which the contractual parties affirm by affixing their signatures.
3. In accordance with §89a of Act No. 99/1963, the code of civil procedure, the participants in this contract hereby consent to the jurisdiction of the District Court of Kolíň for all proceedings in commercial matters.
4. This contract has been prepared in two copies, each with the validity of the original; each party shall receive one copy.

In …………………on ………………………

……………………………. …………………………….

On behalf of AQUA TRUCK spol. s r.o. On behalf of the Client