**PURCHASE CONTRACT**

concluded pursuant to the provisions of Section 2079 et seq. of Act No. 89/2012, Civil Code,

as amended

On the day, month and year below, the Contracting Parties have concluded:

**Company** :

**Registered office**:

**ID**:

**Represented by**:

**Bank details**:

**Account number**:

(hereinafter referred to as the “**Seller**”as one party)

and

**University of Jan Evangelista Purkyně in Ústí nad Labem**

**Registered office**: Pasteurova 1, 400 96 Ústí nad Labem

**ID**: 44555601

**TIN**: CZ44555601

**Represented by**: Assoc. Prof. RNDr. Jaroslav Koutský, Ph.D. Rector

**Bank details:** ČSOB, a.s., Ústí nad Labem

**Account number:** 260112295/0300

(hereinafter referred to as the “**Buyer**” as the other party, where the Seller and the Buyer are hereinafter jointly referred to as the “**Contracting Parties**”or individually as the “**Contracting Party**”)

this

Purchase Contract

(hereinafter referred to as “**Contract**”)

**I.**

**Subject of the Contract**

1. The Seller hereby undertakes, at its own expense and risk, to deliver to the Buyer new, unused goods that are the subject of the purchase and whose specification is set out in Annex No. 1, which is an integral part of this Contract, and to enable the Buyer to acquire ownership of the goods, all under the conditions set out below. The subject of this Contract is also the transfer of ownership of all accessories of the goods. An integral part of the delivery of the goods is the transport of the same goods, the delivery of documentation (in Czech or English and in printed or electronic form or in a combination of both forms) necessary for the acceptance and use of the goods, the installation of the goods, the testing of the goods, the demonstration of the operability and basic parameters of the goods, including training of the operator and the provision of service (hereinafter also referred to as the “**delivery**” or “**goods**”).
2. The goods must be delivered in quality and design that complies with the applicable technical standards and legal regulations of the Czech Republic and the European Union. The Seller undertakes to supply the Buyer with goods that correspond to the material specification and quality specified in the offer of the Supplier-Seller according to the tender **“Supply of equipment for the Microfluidics Laboratory II - 2025/0052”**, which forms an integral part of this Contract as Annex No. 1.
3. The Seller sells the goods and the Buyer hereby agrees to accept them and pay the Seller the contracted purchase price, all under the conditions set out below.
4. The ownership of the goods, including documentation, and the risk of damage to the goods (goods, including documentation) shall pass to the Buyer on the date of signing the handover protocol pursuant to Article III (5) of this Contract. The ownership of the packaging of the goods is transferred to the Seller upon signing the handover protocol, who is obliged to dispose of the packaging in accordance with applicable law.
5. By signing this Contract, the Contracting Parties agree that the obligations established by this Contract will be interpreted solely in accordance with the content of this Contract, without taking into account any fact that occurred and/or was communicated by one Party to the other Party prior to the conclusion of this Contract.
6. By signing this Contract, the Seller declares that it is the exclusive owner of the goods and is not limited by the rights of third parties in dealing with them. The Seller further declares that there is no dispute (court, arbitration, etc.) regarding the ownership of the goods, nor is there any threat of such a dispute.

**II.**

**Purchase price and payment terms**

1. The purchase price is agreed by the Contracting Parties as the highest permissible price and amounts to:

Price excluding VAT total …………………………. Euros

VAT …………………………. Euros

Price including VAT total ………………………….Eur

The purchase price thus agreed is the maximum price that cannot be exceeded unless expressly provided for in this Contract. The purchase price includes all costs associated with fulfilling the Seller’s obligation under this Contract, in particular packaging, transportation, insurance, customs and other fees, installation costs, etc. The right to issue an invoice arises for the Seller on the date of signing the handover protocol pursuant to Article III (5) of this Contract, which forms an integral annex to the invoice issued by the Seller.

1. The purchase price may only be changed if, during the implementation of this Contract, there are changes to tax regulations governing the amount of VAT; in this case, the Contracting Parties are obliged to conclude an addendum to the Contract.
2. Monetary obligations arising from this Contract are to be paid by wire transfer to the account of the authorized Contracting Party based on the received invoice, unless otherwise specified. The Contracting Parties have agreed that the monetary obligation is fulfilled on the date of debiting the relevant amount from the account of the obligated Contracting Party to the account of the authorized Contracting Party.
3. Tax documents-invoices must contain, in addition to the due date, which is   
   30 days from the date of their delivery to the Buyer’s registered office, the requirements of a tax document according to Act No. 235/2004 Coll., on Value Added Tax, as amended; the name of the public contract to which the tax document relates, the name of the project from the operational program Research, Development and Education, i.e. **“Project registration number: CZ.10.02.01/00/24\_061/0000462 Project name: GET center UJEP”** and the handover protocol pursuant to Article III (5) of this Contract. If the invoice contains incorrect or incomplete details or data or does not contain a handover protocol signed by both Parties, the Contracting Party is entitled to send it back within the due date for additions or corrections, stating the reason for the return, without, in doing so, being late with payment. The due date of the duly completed or corrected document begins to run after its delivery. If the due date falls on a holiday or a work stoppage, the due date is postponed to the next business day after the holiday or work stoppage.
4. The Buyer does not provide deposits.
5. These payment terms also apply to the payment of contractual penalties (Article V of this Contract).
6. If the Seller violates his obligation to properly and timely issue a tax document to the Buyer, it is liable for any damage or obligation that the Buyer incurs as a result of such violation. The Seller undertakes to pay this damage in full within 3 days of learning about it.
7. Payments will be made exclusively by wire transfer and in CZK.
8. a) With regard to the provisions of Sections 109 and 109a of Act No. 235/2004 Coll., on Value Added Tax, as amended, which, among other things, regulates the issue of the liability of the recipient of a taxable transaction, the Contracting Parties have agreed on the following rights and obligations:

b) The Contracting Parties unanimously declare that the purpose of regulating their rights and obligations contained in this article is to exclude situations in which the Buyer would be the guarantor for unpaid value added tax. The Contracting Parties further agree that any interpretation of this paragraph must be done in accordance with the declared will of both Contracting Parties, even if any of the provisions of this paragraph below prove to be invalid or incomplete, or defective in any way.

c) The Contracting Parties agree that all payments to be made between the Contracting Parties under this Contract will be made by wire transfer to the relevant bank account of the authorized Contracting Party specified in the header of this Contract. For the avoidance of doubt, the Contracting Parties state that this account is maintained by a payment service provider in the country (hereinafter referred to as the “**Domestic Account Condition**”).

d) The Contracting Parties further declare that their above-mentioned bank accounts are, in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, accounts that are published by the tax administrator in a manner enabling remote access (hereinafter referred to as the “**Published Account Condition**”).

e) In the event that any of the Contracting Parties decides to change the account to which the monetary payment is to be provided (specified in the header of this Contract), it is obliged to choose such an account that the Domestic Account Condition and the Published Account Condition defined in this paragraph above are maintained. It is also obliged to immediately inform the other Contracting Party about any change to its bank account.

f) By signing this Contract, the Contracting Parties declare that the amount of monetary payments provided under this Contract is the result of mutual consensus between both Contracting Parties and is fully consistent with the usual price.

g) In the event that either of the Contracting Parties wishes to deviate, even partially, from any of the above provisions of this paragraph, it may do so only with the prior written consent of the other Contacting Party and subject to the condition that the amount corresponding to the value added tax of the payment in question will be transferred directly to the bank account of the tax administrator of the authorized Contracting Party. The Contracting Party making payments to the tax administrator is obliged to proceed in accordance with the legally stipulated conditions governing this procedure (primarily in accordance with the provisions of Section 109a of Act No. 235/2004 Coll., on Value Added Tax, as amended).

h) By signing this Contract, the Contracting Parties further undertake not to do anything that would result in:

(i) the intentional failure to pay tax,

(ii) a Contracting Party being in a position that makes it impossible to pay the tax,

(iii) tax avoidance or tax fraud.

(i) In the event that any of the above provisions of this paragraph prove to be invalid, incomplete, unclear, or in any other way defective, the Contracting Parties are obliged to eliminate the deficiency in question in such a way as to preserve the purpose of this amendment defined in point a) of this paragraph above. The Contracting Parties are also obliged to proceed in the event that the above-mentioned regulation proves to be insufficient.

j) The provisions of Article II (9c-e) of this Contract shall not apply to parties that are not liable for value added tax within the meaning of Section 5 of Act No. 235/2005 Coll., as amended, i.e. in the case of a seller that is a party not set up in this country, to parties that have no registered office or establishment in the Czech Republic, to non-payers of value added tax , to parties that carry out no economic activity .

**III.**

**Date and place of performance**

1. delivery date: no later than 120 days from the publication of the Contract in the Register of Contracts led by the Digital and Information Agency.
2. The Seller is obliged to inform the Buyer of the exact delivery date at least 3 working days before the delivery date. In the event of failure to comply with this obligation, the Buyer is entitled to refuse the delivery or accept it only after 3 working days have elapsed from the date of discovery that the delivery is ready for delivery.
3. The place of delivery of is FSI UJEP, Pasteurova 1, 400 96 Ústí nad Labem, Czech Republic
4. The delivery is fulfilled by handing over the goods and documentation necessary for the acceptance and use of the goods on time and at the place of delivery, installing the goods at the place of delivery, testing the goods, demonstrating the operability and basic parameters of the goods, and operator training in the number of 2 employees of the Buyer at the place of delivery. Dividing the delivery into parts is not permitted.
5. The completion of the delivery will be certified by the signing of the handover protocol by the Seller’s representative and the Buyer’s representative. The person authorized by the Buyer to take delivery is Nováková. If minor defects are discovered upon delivery of the goods, they will be noted in the delivery report, including the agreed date for their removal, otherwise the Buyer is not obliged to accept the delivery. The Buyer is not obliged to accept the delivery if it shows defects that prevent the use of the goods until they are eliminated.
6. The Buyer is entitled to withhold the purchase price or part thereof if the object of purchase shows defects upon delivery, until the defects are eliminated. The invoice due date is extended by this period.
7. The Seller is obliged to notify the Buyer in writing of any facts that affect and/or may potentially affect the delivery, its quality, quantity, or anything else that could threaten any of the Buyer’s rights stipulated by this Contract or legal regulations. If the Seller violates this obligation, it is liable to the Buyer for any damage it incurs as a result.
8. The Seller, in accordance with the provisions of Section 1765 (2) of Act No. 89/2012 Coll., of the Civil Code, assumes the risk of a change in circumstances.

**IV.**

**Liability for defects and warranty**

1. The Seller expressly assures the Buyer that the purchased goods are free from defects.
2. The Seller is responsible for ensuring that the goods are delivered in the quantity, quality and design according to this Contract (Article I (1) and (2), Annex No. 1) and that the goods delivered and installed according to this Contract are fully functional on the date of delivery to the Buyer and meet the technical parameters specified by the manufacturer.
3. The Seller is responsible for ensuring that the delivery is free of legal defects and that the use of the goods, including documentation, by the Buyer does not infringe copyright, industrial property rights or other intellectual property rights, and if any claims arising from the infringement of these rights are asserted against the Buyer, the Seller undertakes to compensate the Buyer for any damage thus incurred and to satisfy any related claims asserted against the Buyer by a third party. The relevant rights for the Buyer are part of the goods and are included in the purchase price.
4. The Seller provides a guarantee for the quality of the delivery for a period of 12 months from the date of signing the handover protocol (Article III (5)). The Seller guarantees that the delivered goods will be suitable for use for the usual purpose during the warranty period and that they will retain the agreed and otherwise usual properties. The Seller also guarantees that the submitted documentation does not contain any inconsistencies or defects.
5. The warranty period does not run for the period during which the Buyer cannot use the goods due to defects, for which the Seller is responsible. The Seller is obliged to remove these defects at its own expense (in the event that the Buyer does not exercise any of the other rights defined by legal regulations or this Contract), in accordance with the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and the conditions set out below.
6. The Buyer shall make a claim with the Seller to remove the defect within 15 calendar days after discovering the defect. This notification of the Buyer about the existence of a defect will also include a statement of which right of liability for defects the Buyer has chosen.
7. If the defective performance constitutes a minor breach of this Contract, the Buyer has the right to choose whether to require the Seller to:

a) remove the defect or

b) provide a reasonable discount on the purchase price.

The Contracting Parties have agreed that in the event that the Buyer does not notify the Seller which of the above rights it has chosen, it shall be understood that it desires the defect in the goods to be removed, under the conditions set out in this Contract.

1. The Seller undertakes to start removing the defect within 2 working days of being informed about it, unless otherwise stated in Annex No. 1 to this Contract, even if it does not acknowledge the complaint. The Seller shall notify the Buyer in writing during this period of the deadline within which the defect will be removed. This period may not exceed 30 days from the date of reporting the defect, unless otherwise stated in Annex No. 1 to this Contract.
2. If the Seller unreasonably refuses to remove the defect or if the Seller does not remove the defect or does not start removing the defect within the period specified in paragraph 8 of this article, the Buyer is entitled to change the choice of its claim so that instead of having the defect removed, it can request a reasonable discount from the purchase price in the amount of the costs incurred to remove such a defect and have the defect removed itself or through a third party, without prejudice to its rights under the warranty to this Contract.
3. The Seller shall provide a new warranty for parts, components, goods replaced or repaired or otherwise changed under the warranty, for the duration (Article IV (4)) and under the same conditions specified in this article.
4. The Seller is obliged to have all defects repaired by a service technician.
5. The Seller is obliged to remove any defects, even if it claims that it is not liable for the said defects. The costs of removing a defect in disputed cases are borne by the Seller until the court decides.
6. If the defective performance constitutes a gross breach of this Contract (i.e. primarily, but not exclusively, in the case of an irremovable or irreparable defect), then the Buyer has the right to:

a) the removal of the defect by the delivery of a new item without any defect or by the delivery of a missing item or

b) the removal of the defect by the repair of the item or

c) a reasonable discount on the purchase price or

d) withdraw from the Purchase Contract.

The Contracting Parties have agreed that in the event that the Buyer does not notify the Seller which of the above rights it has chosen, it is understood that it desires a reasonable discount on the purchase price corresponding to the extent of the defects claimed and the reduction in the value of the goods.

1. The Seller undertakes to reimburse the Buyer for all damages resulting from the defect and costs associated with the complaint.

**V.**

**Contractual sanctions**

1. The Contracting Parties have agreed on the following sanctions for breach of contractual obligations:
2. The Seller undertakes to pay a contractual penalty of 0.05% of the purchase price excluding VAT in the event that the Seller fails to deliver to the Buyer the goods in the required quality agreed upon in this Contract.
3. The Seller undertakes to pay a contractual penalty of 0.02% of the purchase price excluding VAT for each commenced day of exceeding the agreed delivery date (Article III (1) of the Contract).
4. The Seller undertakes to pay a contractual penalty of 0.02% of the purchase price excluding VAT for each commenced day of exceeding each of the deadlines pursuant to Article IV (8) of this Contract, until the date of removal of the defect or other settlement.
5. The Seller undertakes to pay a contractual penalty of 0.02% of the purchase price excluding VAT for each commenced day of exceeding the deadline for removing a defect specified in the handover protocol pursuant to Article III (5) of this Contract, until the day the defect is removed.
6. The contractual penalties agreed upon in this Contract shall be paid by the obligated Contracting Party regardless of whether and in what amount the other Contracting Party incurs damage that can be recovered separately and regardless of its amount. Damages include actual damages and lost profits. The payment of the contractual penalty does not affect the right to interest on late payment or to additional performance of the Contract.

**VI.**

**Withdrawal from the Contract**

1. The Buyer, beyond the general provisions of applicable and effective legal regulations, is also entitled to withdraw from the Contract if the Seller is late with the delivery of the subject of performance by more than 30 days and does not remedy the situation within fifteen days of receipt of the Buyer’s written notification of such delay, and further in the case of an irremovable or irreparable defect in the goods discovered during the warranty period.
2. The Seller, beyond the general provisions of applicable and effective legal regulations, is also entitled to withdraw from the Contract if the Buyer is in arrears with payment of the Seller’s invoice by more than 30 days and fails to remedy the situation within fifteen days of receipt of the Seller’s written notification of such delay.
3. Either Contracting Party is entitled to withdraw from this Contract if force majeure circumstances, which the Contracting Parties understand to be natural disasters or social and political events or changes in legal acts that the Contracting Party could not have foreseen or prevented, lasts longer than 2 months and the Contracting Parties do not reach an agreement on appropriate changes to the Contract.
4. The withdrawal must be made in writing, stating the reason for the withdrawal, and delivered to the other Contracting Party. Withdrawal from the Contract becomes effective on the date of delivery to the other Contracting Party. By withdrawing from the Contract, all rights and obligations of the Contracting Parties under the Contract cease to exist. Withdrawal from the Contract does not affect the claim for compensation for damage resulting from a breach of Contract, the resolution of disputes between the Contracting Parties, claims for contractual penalties and other claims that, according to this Contract or in view of their nature, are to continue after the termination of the Contract. If the Seller was provided with a deposit or the entire purchase price before withdrawing from the Contract, it is obliged to return it to the Buyer within 10 days from the effective date of withdrawal from the Contract.
5. The withdrawing party is entitled to demand from the other Contracting Party the reimbursement of costs incurred in connection with the withdrawal, unless the withdrawal is due to the continuation of force majeure. For the purposes of this Contract, force majeure shall be deemed to include, in particular:
6. natural disasters, fires, earthquakes, landslides, floods, storms or other atmospheric disturbances
7. wars, uprisings, riots, civil commotions or strikes
8. decisions or normative acts of public authorities, regulations, restrictions, prohibitions or other interventions of the state, state administrative bodies or local governments
9. explosions or other damage to manufacturing or distribution equipment

**VII.**

**Exclusion of provisions of the Civil Code**

1. By signing this Contract, the Contracting Parties have agreed that the provisions of Section 2050 of Act No. 89/2012 Coll., Civil Code, as amended, are excluded for the legal relationships established by this Contract.

2. By signing this Contract, the Contracting Parties have agreed to further exclude the application of the provisions of Section 557 and Section 1805 of Act No. 89/2012 Coll., Civil Code, as amended.

**VIII.**

**Other arrangements**

1. The Seller shall ensure the legal employment of persons within the framework of the performance of the Contract and shall provide fair and decent working conditions for the workers participating in the performance of the Contract. Fair and decent working conditions are understood to mean working conditions that meet at least the minimum standards set by labor and wage regulations. The Buyer is entitled to request the submission of documents from which the given obligations arise and the Seller is obliged to submit them to the Buyer without undue delay. The Seller is obliged to ensure that the requirements of this provision of the Contract are met by its subcontractors as well. Failure of the Seller to fulfill its obligations under this provision of the Contract shall be considered a gross breach of the Contract.
2. The Seller shall ensure the proper and timely fulfillment of the financial obligations to its subcontractors, where proper and timely fulfillment is considered to be the full payment of invoices issued by the subcontractor for the services provided to the Seller for the fulfillment of this Contract, always no later than 10 days from receipt of payment from the Buyer for a specific service (unless the invoice issued by the subcontractor has already become due earlier). The Seller undertakes to transfer the same obligation to other levels of its supply chain and to oblige its subcontractors to fulfill and disseminate this obligation to the lower levels of their supply chain. The Buyer is entitled to request the submission of documents on payments made to subcontractors and contracts concluded between the Seller and its subcontractors, and the Seller is obliged to provide them without delay. Failure of the Seller to fulfill its obligations under this provision of the Contract shall be considered a gross breach of the Contract.
3. The Seller shall ensure that the environmental impact is minimized when performing this Contract, in particular by sorting waste, saving energy, and respecting sustainability or the possibilities of the circular economy.
4. The relationships arising from this Contract, as well as the legal relationships related to the Contract, including issues of its validity, or the consequences of its invalidity, are governed by Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the “Civil Code”).
5. The Seller is obliged, as a party obliged pursuant to Section 2 (e) of Act No. 320/2001 Coll., on financial checks in public administration, as amended, to cooperate in the performance of financial checks.
6. The Seller undertakes to enable all entities authorized to perform an inspection of the project, from whose funds the delivery has been paid, to inspect documents related to the performance of the contract, for the period specified by the legal regulations of the Czech Republic for their archiving (Act No. 563/1991 Coll., Accounting, as amended, and Act No. 235/2004 Coll., Value Added Tax, as amended). But at least until 2033.
7. The rights arising from this Contract may not be assigned by the Seller without the prior written consent of the Buyer. For the avoidance of doubt, the Contracting Parties state that the exchange of e-mails or other electronic messages between the Seller and the Buyer will not be considered “in writing” for this purpose.
8. All rights arising from this Contract or the breach of it shall expire 15 years from the date on which any right therefrom could first be exercised.
9. This Contract contains the complete agreement on the subject matter of the Contract and all the details that the parties had and wanted to agree on in the Contract and that they consider important for the binding nature of this Contract. No statement made by the parties during the negotiation of this Contract or after the conclusion of this Contract may be construed in conflict with the express provisions of this Contract and shall not create any obligation on either party.
10. The parties do not wish that, beyond the express provisions of this Contract, any rights and obligations be inferred from past or future practices established between the parties or customs generally observed by them or in the industry relating to the subject matter of this Contract, unless expressly agreed otherwise in the Contract. In addition to the above, the parties confirm that they are not aware of any business customs or practices previously established between them.
11. The parties have communicated to each other all factual and legal circumstances that they knew about or should have known about on the date of signing this Contract and that are relevant in relation to the conclusion of this Contract. Apart from the assurances given by the parties in this Contract, neither party shall have any further rights or obligations in connection with any facts that come to light and about which the other party did not provide information during the negotiation of this Contract. The exception will be cases where the party in question has intentionally misled the other party regarding the subject matter of this Contract.
12. For the avoidance of doubt, the Seller expressly confirms that it is a business, that it is entering into this Contract in the course of its business, and therefore the provisions of Section 1793 of the Civil Code or Section 1796 of the Civil Code do not apply to this Contract.
13. Contrary to the law, the Contracting Parties agree that the Seller’s performance cannot be denied even if the conditions of Section 1912 (1) of the Civil Code are met.
14. Any disputes arising from and in connection with this Contract shall be resolved by the Contracting Parties primarily by mutual agreement; in the event of a legal dispute, the decision shall be rendered by the Czech court of jurisdiction based on the registered office of the Buyer, in accordance with Czech law.
15. The Contracting Parties undertake to immediately notify the other Contracting Party of any changes to their addresses or other identification data specified in the header of this Contract, as well as any change in the person authorized to accept the delivery. In the event of a breach of this obligation, the Contracting Party is liable for the damage caused thereby.
16. All business correspondence, documentation, manuals for the delivered goods, quality assurance documents, the handover and acceptance protocol regarding the subject of purchase will be in the Czech language.
17. The Contracting Parties unanimously declare that they exclude the application of the Seller’s General Terms and Conditions in this Contract, agreement, or other arrangement.
18. In case of doubt regarding delivery, a document is deemed to have been delivered on the third business day after the demonstrable sending of a registered letter to the address specified in the header of the Contract, even if the addressee no longer resides at this address but has not notified the other Contracting Party of this fact in writing, or if it has otherwise hindered delivery.
19. This Contract may only be amended or supplemented by written addenda numbered in ascending numerical order and agreed upon by both Contracting Parties in the same document.
20. Should any provision of this Contract prove to be invalid in the future, this will not affect the validity of the other provisions of this Contract. In place of the invalid provision, a provision that preserves the meaning and significance of the provision in question to the greatest extent possible, in the context of the entire Contract, shall be deemed to have been agreed upon.
21. The Contracting Parties declare that they have read the Contract and that this Contract is an expression of their true and free will, and that it has not been concluded under duress or under noticeably disadvantageous conditions. They affix their signatures as proof of this. This Contract also cancels all previous written and oral agreements on this matter.
22. This Contract shall enter into force on the date of its publication in the Register of Contracts led by the Digital and Information Agency.

1. The Contracting Parties acknowledge that the Buyer is, within the meaning of Section 2 (1e), an entity subject to the obligation to publish contracts in the Register of Contracts within the meaning of Act No. 340/2015 Coll., as amended, and they acknowledge this fact and have no objections to the publication of this Contract. The Contracting Parties declare that they have agreed that none of the information contained in this Contract is a trade secret or sensitive information that would need to be declassified before the Contract is published in the Register of Contracts. The Buyer will ensure the publication of this Contract through the Register of Contracts within 30 days of concluding the Contract.

Annex No. 1

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Seller

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Buyer