

Purchase Contract

(Hereinafter referred to as the "Contract")

1. Contracting Parties

The Institute of Physics of the Czech Academy of Sciences, PRI.,

with registered office at: Na Slovance 1999/2, 182 21 Prague 8,
represented by: RNDr. Michael Prouza, Ph.D., the director,
registered in the Register of Public Research Institutions of the Ministry of Education,
Youth and Sports of the Czech Republic.

Bank details: [REDACTED]

Bank account number: [REDACTED]

IN: 68378271

TIN: CZ68378271

(hereinafter referred to as the "Seller")

and

Electron Crystallography Solutions SL,

with registered office at: Bulevar Jose Prat 12, Madrid, Spain, 28032,
represented by: Partha Pratim Das, PhD.,
registered in the Mercantile Registry of Madrid, Spain

Bank details: [REDACTED]

Bank account number: [REDACTED]

IN: B87158226

TIN: ESB87158226

(hereinafter referred to as the "Buyer"),

(Hereinafter collectively referred to as the „Contracting Parties“ or individually as the „Contracting Party“).

2. Subject of Sale

2.1. By this Contract, the Seller shall transfer Ownership Rights to the Buyer on following movable property:

“Transmission electron microscope Philips CM120”,
including its accessories: single tilt sample holder, computer, software iTEM and
including manuals (hereinafter referred to as the “Instrument”).

2.2. The Instrument is a used instrument, its key functions correspond to the description as detailed in Annex No. 1 – Technical Parameters of the Instrument.

2.3. The Contracting Parties stipulate that this Contract follows the Notification of Sale of the Instrument as Unneeded Property of the Seller, published under the following

link www.fzu.cz on 23/12/2012, and the Buyer's offer to purchase the Instrument, dated 8/1/2019; the Notification of Sale of the Seller's property and the offer by the Buyer shall form an integral part of Annex No. 2 Sale of Unneeded Property.

- 2.4. The detailed specifications of the Instrument, its technical parameters and technical condition are indicated in Annex No. 1.
- 2.5. The Buyer declares that they have familiarized themselves with the Instrument's technical condition prior to the conclusion of the Contract, they confirm that the Instrument fully complies with the description given in Annex No. 1 and that they buy the Instrument as is.

3. Purchase Price

- 3.1. The Purchase Price shall be 6000 EUR and shall be made to the Bank Account of the Seller no later than 30 days from the date of conclusion of the Contract.
- 3.2. The Seller shall issue an invoice for the fulfilment under this Contract without undue delay after the Contract is concluded.

4. Ownership Rights

- 4.1. The Ownership Rights shall be transferred to the Buyer after the payment of the Purchase Price is made; the Contracting Parties shall draft a hand over report upon receipt of the Instrument.
- 4.2. The Instrument shall be stored at Cukrovarnická 10, Prague 6, building A, room A10 on the day of the conclusion of the Contract, and the Instrument shall be prepared for the take over by the Buyer after the transfer of the Ownership Rights is complete.
- 4.3. The Buyer shall take over and transport the Instrument at his expense no later than 2 months after the conclusion of the Contract.
- 4.4. The risk of damage to the property shall be transferred to the Buyer on the date of the conclusion of this Contract.

5. Buyer's Default

- 5.1. If the Buyer does not pay the Purchase Price,
 - 5.1.1. The Buyer shall pay to the Seller a contractual penalty of 500 CZK for each day of the delay incurred, beginning on the 10th day after the due date of the Purchase Price,
 - 5.1.2. The Seller shall be entitled to withdraw from the Contract if the Purchase Price is not paid within 60 days from the due date.
- 5.2. If the buyer does not take over the Instrument within 3 months from the date they paid the Purchase Price,
 - 5.2.1. the Ownership Rights shall be transferred from the Buyer back to the Seller, and
 - 5.2.2. the Buyer shall be entitled to pay the Seller a contractual penalty in the amount of the Purchase Price paid, resp. the Purchase Price shall be calculated as the contractual penalty in the full amount of the Purchase Price paid.

6. Final Provisions

- 6.1. The rights and obligations of the Contracting Parties which are not stipulated in this Contract shall be governed by the provisions of Act. No. 89/2012 Coll., Civil Code.
- 6.2. Any disputes arising from the Contract shall be settled by the District Court for Prague 8.
- 6.3. If the Contract is subject to disclosure in the Register of Contracts under Act. No 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts, as amended, the Contracting Parties have agreed that the disclosure obligation will be met by the Seller.
- 6.4. The following Annexes shall form an integral part of the Contract:
 - 6.4.1. Annex No. 1 – Technical Parameters of the Instrument
 - 6.4.2. Annex No. 2 – Sale of Unneeded Property.

Date - 6. 02. 2019

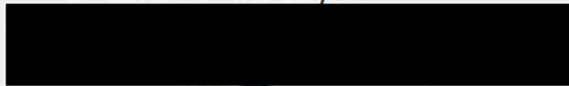
on behalf of the Seller:



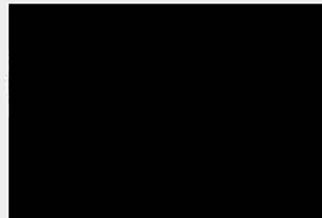
RNDr. Michael Prouza, Ph.D., director

Date

on behalf of the Buyer:



Partha Pratim Das. PhD.. director



Annex No. 1 – Technical Parameters of the Instrument

Name of the instrument: Transmission electron microscope Philips CM120

Serial number: D872

Cathode: LaB₆

Accelerating voltage: 20-120 kV

Two condensers

Objective lens TWIN

Eucentric goniometer Compustage

Magnification 50x – 750 000x

STEM Unit

Annex No. 2 - Sale of Unneeded Property

The announcement was published on the web page fzu.cz on December 23rd 2018.

Odprodeje

Transmisní elektronový mikroskop Philips CM120

Nabízíme k prodeji nejvyšší cenové nabídce transmisní elektronový mikroskop Philips CM120, urychlovací napětí 120 kV, katoda LaB6. Nabízený přístroj je funkční, ale bez příslušenství, tj. bez detektorů, bez držáků vzorků a dalších akcesorií. Odvoz mikroskopu zajišťuje a platí kupující.

Prohlídka přístroje je možná po domluvě ve FZÚ AV ČR, v. v. i., Cukrovarnická 10, Praha 6.

Nabídky doručte do 12.1.2019 do 12:00 hod. na adresu: [REDACTED], Fyzikální ústav AV ČR, v.v.i., Cukrovarnická 10, Praha 6, 162 00 v uzavřené obálce označené textem „Prodej elektronového mikroskopu“, s nabídkovou cenou (v korunách českých nebo v eurech, bez DPH), adresou a kontaktem zájemce. Nabídka musí být vypracována v českém nebo anglickém jazyce. Se zájemcem, jehož nabídková cena bude nejvyšší, bude sepsána kupní smlouva.

Kontakt: [REDACTED]

We offer for sale to the highest bid a transmission electron microscope Philips CM120, accelerating voltage 120 kV, with LaB6 cathode. The instrument is functional, but it is void of any accessories like detectors of electrons or sample holders. The transport of the instruments is organized and paid by the buyer.

The inspection of the instrument is possible after prior agreement at FZU AV CR, address Cukrovarnicka 10, Prague 6.

The bids should be delivered until January 12, 2019, 12:00 to the address [REDACTED], Institute of Physics of the CAS, Cukrovarnická 10, Praha 6, 162 00, Czech Republic in a closed envelope marked with the text "Prodej elektronoveho mikroskopu". The bid should contain the offered price (In CZK or EUR, tax excluded), address and contact details of the bidder. The bid must be written in Czech or English language. Institute of Physics will sign a buying contract with the bidder offering the highest price.

Kontakt: [REDACTED]



Electron Crystallography

Electron Crystallography Solutions SL

Bulevar Jose Prat 12

Madrid, Spain, 28032

NIF. B87158226

Tel: +34656573767

Email: [REDACTED]

Web: www.ecrystalsolutions.com

Quotation Number: ECS-001_2019

Date: 08 Jan. 2019

Attn to:

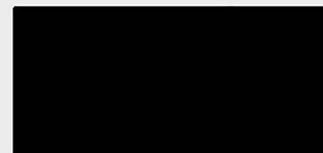
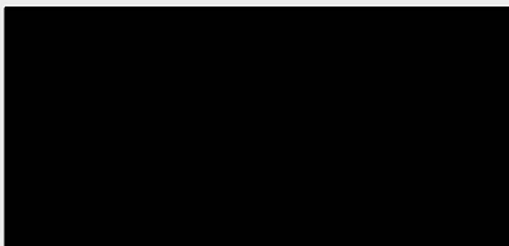
[REDACTED]
Institute of Physics of the AS CR. v.v.i.
Cukrovarnicka 10
162 00 Prague 6
Czech Republic
tel: [REDACTED]

Prodej elektronoveho mikroskopu

With this letter we formally express our interest to buy a transmission electron microscope (TEM) model Philips CM120 (accelerating voltage 120 kV, with LaB6 cathode) with single tilt sample holder which is currently in Institute of Physics CAS, Prague, Czech Republic.

According to the Tender conditions TEM instrument is functional but will be void of any other accessories such as additional detectors. Our best offer to acquire this TEM under those conditions is 6000 Euro (including any possible additional taxes like VAT etc).

This price does not include any TEM dismantling costs (or transport costs to a new destination) that we will take care of.



Dr. Partha Pratim Das (President)

Electron Crystallography Solutions SL

Head Office: Bulevar Jose Prat 12, Madrid, Spain, 28032. Tel: +34656573767. NIF: B87158226
[REDACTED]