



Purchase Contract

Concluded pursuant to Sec 2079 *et seq* of Act No. 89/2012 Coll., the Civil Code, as amended
(hereafter the “CC” or “Civil Code”)

1. CONTRACTUAL PARTIES

(1) **Institute of Physics of the Academy of Sciences of the Czech Republic, a public research institution,**

with its registered office at: Na Slovance 2, Praha 8, 182 21, Czech Republic
registration no.: 68378271

represented by: RNDr. Michael Prouza, Ph.D. – director
(„Buyer”); and

(2) **STREICHER, spol. s. r. o. Plzeň**

with its registered office at: Plzenska 565 332 09 Stenovice, Czech Republic
registration no.: 147 06 768

represented by: Dr. Jiri Lopata
enrolled in the commercial registered kept by the Regional Court in Pilsen, Section C, File No. 301
(„Seller”).

the Buyer and the Seller are hereinafter jointly referred to as the “**Parties**” and each of them individually as a “**Party**”.

enter, on the present day, month and year, into this Purchase Contract (hereafter the “**Contract**”)

2. FUNDAMENTAL PROVISIONS

2.1 The Buyer is a public contracting authority and the beneficiary of a grant of the Ministry of Education, Youth and Sports of the Czech Republic within the Operational Programme Research, Development and Education. The Buyer carries out a project financed by the grant specified herein in this provision („**Project**”).

2.2 The Seller acknowledges that the Buyer considers the Seller’s participation in the Procedure, provided that the Seller complies with all qualification requirements, as the confirmation of the fact that the Seller is capable, within the meaning of Sec 5(1) of the Civil Code, of providing performance under the Contract with such knowledge, diligence and care that is associated and expected of the Seller’s profession, and that the Seller’s potential performance lacking such professional care would give rise to corresponding liability on the Seller’s part. The Seller is prohibited from misusing his qualities as the expert or his economic position in order to create or exploit dependency of the weaker party or to establish an unjustified imbalance in the mutual rights and obligation of the parties.



- 2.3 The Seller acknowledges that the Buyer is not, in connection to the subject of this Contract, an entrepreneur, and also that the subject of this contract is not related to any business activities of the Buyer.
- 2.4 Definitions:
- 2.4.1 In this Contract, "LBDS" or Laser Beam Distribution System means technical equipment allowing laser beam distribution within the framework of the HiLASE building in Dolní Břežany, "LIDT" means Laser Induced Damage Threshold station.
- 2.5 The Seller's bid for the public procurement entitled "**Upgrade LBDS for LIDT**" (hereinafter the "**Procurement Procedure**") whose purpose was to procure the Object of Purchase („Public Procurement”), was selected by the Buyer as the most suitable.
- 2.6 The documentation necessary for the execution of the subject-matter hereof consist of
- a. Technical specifications for the engagement hereunder, which formed an integral part the tender documentation for the Procurement Procedure in the form of Annex No. 2 thereof (hereinafter the "**Technical specification**"); this Technical specification also forms an integral part hereof as Annex No. 1;*
- 2.7 The Seller represents that it has all the professional prerequisites required for the supply of the subject of performance under this Contract, is authorised to supply the subject of performance and there exist no obstacles on the part of the Seller that would prevent the Seller from supplying the subject of this Contract to the Buyer.
- 2.8 The Seller declares that he accepts the “risk of changed circumstances” within the meaning of Sec 1765(2) of the Civil Code.
- 2.9 The Contractual Parties declare that they shall maintain confidentiality with respect to all facts and information, which they learn in connection herewith and / or during performance hereunder, and whose disclosure could cause damage to either Party. Confidentiality provisions do not prejudice obligations on the part of the Buyer arising from valid legislation.

3. SUBJECT OF THE CONTRACT

- 3.1 The subject of this Contract is the obligation of the Seller to deliver and transfer into the Buyer's ownership technical equipment allowing laser beam distribution within the framework of the HiLASE building in Dolní Břežany (hereinafter the "**LBDS**") achieving such technical parameters as stated in Technical specification and this Contract.
- 3.2 The following activities form an integral part of the performance to be provided by the Seller (hereinafter as "**Related Activities**”):
- Delivery of the LBDS including transport,
 - Installation of the LBDS in the HiLASE building in Dolní Břežany,
 - Dust-proof enclosure of the LBDS routes and all its individual parts of phases,
 - Verification of correct function of the LBDS,
 - Initial inspection / commissioning of the LBDS,



- Preparation of and handover of the instruction manual to the Buyer for the operation and maintenance of the LBDS in the Czech and English language,
 - Preparation of and handover of test protocols, material lists, technical documentation and warranty documents
 - Performing the vacuum leak test of 1×10^{-7} Pa m³/s leak rate.
 - Training of the Buyer's staff to be provided in English language,
 - Provision of Warranty service at the place of performance,
 - other activities specified in more detail in Annex No. 1 herein.
- (LBDS and Related Activities shall be referred to herein as the “**Delivery**”).

3.3 The Buyer shall be obliged to take delivery of the properly and timely delivered Delivery and to pay the Seller the Purchase price as defined in Art. 5. below.

3.4 The Seller hereby expressly agrees, undertakes and represents to the Buyer, for cases when performance hereunder and requirements of the Buyer on the basis of this Contract and its Annexes will require other additional supplies / deliveries not specified herein but necessary for the proper and timely performance hereof, that the Seller shall procure these supplies / perform the necessary activities without effect on the Purchase Price agreed herein.

3.5 The Seller hereby undertakes, under the terms and conditions hereof, to deliver to the Buyer, properly and in timely manner, and hand over to the Buyer the LBDS or its parts at the place of performance, and to provide services and works as specified in Art. 3.2 above. The Seller shall be liable for the compliance of the LBDS or its parts and associated work / services with the Contract and its Annexes, with the Seller's Bid and with all valid legal, technical and quality standards and that the entire LBDS shall have a properly issued and valid protocol proving the impermeability (leak-proof) test results.

4. OWNERSHIP TITLE

The ownership right to the Object of Purchase shall be transferred to the Buyer upon the signature of the Hand – over protocol (delivery note).

5. PURCHASE PRICE AND PAYMENT TERMS

5.1 The Purchase Price for the Delivery was set on the basis of the Seller's bid submitted within the Procurement Procedure as the maximum price that cannot be exceeded, in the amount of 1.359.400,- CZK excl. VAT (hereinafter the “**Purchase Price**”), plus VAT in the amount in accordance with the applicable legislation.

5.2 Unless provided otherwise in this Contract, all the prices in this Contract are exclusive of VAT, which shall be charged by the Seller according to the regulations applicable as of the date of the taxable supply.

5.3 The Purchase Price includes all the costs related to the performance of the subject of this Contract, including the cost of insurance until handover. The Purchase Price is independent of the developments of prices and changes in the foreign exchange rates.



- 5.4 The Purchase Price for the Delivery is the maximum acceptable purchase price. The Purchase Price may be modified only by a written amendment hereto, and only in the following cases:
- There is a change in the VAT rate between the conclusion hereof and completed Delivery hereunder (only a change in the VAT is acceptable),
 - The Seller will be asked, in accordance with the Act, to provide additional performance, which will be subject to an amendment hereto to be signed by both Parties (hereinafter the “**Additional performance**”), or in case the Buyer elects not to take delivery of any part of the Delivery, which shall again be subject to an amendment hereto (hereinafter the “**Delivery reduction**”).
- 5.5 The Purchase Price shall be paid by the Buyer to the Seller after the handover and acceptance of the of the LBDS and Related Activities, as defined in Art. 6.1. hereof, which shall be subject to a Handover Protocol I. and Handover Protocol II. to be prepared pursuant to this Contract.
- 5.6 Invoices shall be payable within thirty (30) days of the date of their delivery to the Buyer. Payment of the invoiced amount means the date of its remitting to the Seller’s account. In conformity with the applicable tax regulations of the Czech Republic, the tax documents – invoices issued by the Seller hereunder shall include particularly the following details:
- a) the business name/designation and registered office of the Buyer
 - b) the tax identification number of the Buyer
 - c) the business name/designation and registered office of the Seller
 - d) the tax identification number of the Seller
 - e) the registration number of the tax document
 - f) the scope and object of the supply
 - g) the date of issue of the tax document
 - h) the date of the supply or the date of acceptance of the consideration, whichever is earlier, if it differs from the date of issue of the tax document
 - i) the price of the supply
 - j) declaration that the performance of the Contract is for the purposes of the Project; the exact details of the Project including name and reg. number will be communicated to the Seller based on Seller’s request which shall be sent to the Buyer to following e-mails: [REDACTED] and [REDACTED] before an invoice is issued. Seller shall issue an electronic invoice and send it to following e-mails [REDACTED] and [REDACTED] for preliminary check. After the preliminary check the Seller shall send the final electronic invoice to [REDACTED], and must also comply with any double taxation treaties applicable to the given case.
- 5.7 The last invoice in each calendar year must be delivered by the Seller to the Buyer’s filing department not later than by 15 December of the given calendar year. If a tax document – invoice is not issued in conformity with the payment terms stipulated by the Contract or if it does not comply with the requirements stipulated by law or if it is not delivered to the Buyer by the aforementioned date, the Buyer is entitled to return the tax document – invoice to the Seller as incomplete, or incorrectly issued, for supplementation or issue of a new invoice, as appropriate, within five (5) business days of the date of its delivery to the Buyer. In that case, the Buyer shall not be in delay in payment of the purchase price or part thereof and the Seller shall issue a corrected invoice with a new identical maturity period,



which shall commence on the date of delivery of the corrected or newly issued tax document – invoice to the Buyer.

5.8 The Buyer's invoicing details are set out in Art. 1 hereof.

6. TIME OF PERFORMANCE OF THE SUBJECT OF THE CONTRACT

6.1 The Seller undertakes to duly produce, procure, deliver, assemble, test and demonstrate the functionality of the LBDS in terms in accordance with Art. 6.2 hereof.

6.2 The Subject of the Contract will consist of two (2) phases:

- (a) Submission of a technical solution, which will include delivery of drawing documentation and 3D models of the LBDS proving the feasibility of the required parameters ("**Deliverable 1**"). If the technical solution comply with the Buyer's requirements and Technical Specification, the Buyer shall accept Deliverable 1 in writing to the e-mail address specified in Art. 14.1 hereof.. The Seller shall deliver Deliverable 1 within one (1) month from the effectiveness of the Contract.
- (b) Delivery and installation of the LBDS at the HiLASE Centre and performing all Related Activities as defined in Art. 6.1. hereof, including Deliverable 1 ("**Deliverable 2**"). The Seller shall deliver Deliverable 2 within three (3) months from the receipt of the Buyer's written order. After acceptance of the Deliverable 2 and after signature of the Handover protocol. The Seller shall be entitled to issue an invoice in accordance with Art. 5 hereof.

Both Deliverable 1 and Deliverable 2 forms the Delivery as defined in Art. 3.2 hereof.

6.3 The Buyer undertakes to take delivery of such duly delivered, tested, demonstrated and assembled LBDS whose functionality will have been duly demonstrated by the Seller to the Buyer; the handover of the LBDS shall be subject to a Handover protocol to be drawn up and executed by the parties as defined below.

6.4 The Seller shall be entitled to deliver Deliverable 2 or its part before the deadlines specified above in para 6.1 above, based on a prior written agreement between the Parties.

6.5 Should the Delivery hereunder involve installation and demonstration of the LBDS, the Buyer shall be obliged to allow the Seller to perform such work on each business day between 8:00 am and 6 pm so that the Seller is able to observe the deadlines defined in para 6.2 above. The Buyer shall be entitled, in case of changes in its operational hours, to limit the time of installation and demonstration by a written instruction issued to the Seller. In such case the Parties shall agree on a modified delivery deadline by an amendment hereto.

7. PLACE OF PERFORMANCE

7.1 The place of delivery shall be HiLASE Centrum, Za Radnicí 828, 252 41 Dolní Břežany, Czech Republic or any other address in Dolní Břežany, Czech Republic, which the Buyer communicated to the Seller prior to the delivery of the Object of Purchase (hereinafter the "**site**").



7.2 For the purposes of installation and demonstration of LBDS the site shall be further specified within the HiLASE building in Dolní Břežany (“**installation premises**“) and will be communicated to the Seller prior to the delivery of LBDS.

8. ACCESSIBILITY OF THE PREMISES PRIOR TO INSTALLATION

8.1 The Seller shall be obliged to notify the Buyer in writing that he is ready to install and demonstrate the LBDS or its part at the site at least three (3) business days prior so as to observe the deadlines defined in Article 6.2 hereof.

8.2 The Buyer shall be obliged to grant access to the Seller after expiry of the notification period under Art. 8.1 hereof to install and demonstrate the LBDS functionality or its parts in the installation premises. The Buyer reserves the right to unilaterally extend the deadline defined in Art. 6.2. hereof by notification in writing delivered to the Seller at the address given in Art. 1 above, in cases of construction delays.

8.3 The Seller shall be obliged to request the Buyer, in sufficient time prior to installation and demonstration of the LBDS or its part at the site, to inspect the LBDS connecting points to electricity, pressurised air and air conditioning etc. and to remove any potential defects which would prejudice installation and demonstration of the LBDS or its part within the deadline specified in Art. 6.2.

8.4 The Parties hereby agreed that they wish to deviate from provisions of § 2126 of the Civil Code, and that the Seller shall not be entitled to sell the LBDS.

9. ADDITIONAL DELIVERY TERMS

Buyer's Instructions

9.1 The Seller shall proceed independently in making the delivery of LBDS, however the Seller undertakes to follow the Buyer's instructions with regard to implementation hereunder.

9.2 The Seller shall be obliged to notify the Buyer without any delay on any inappropriate nature of things provided by the Buyer or instruction issued by the Buyer to the Seller in connection with the Delivery, provided that the Seller is able to identify such inappropriateness using professional care.

9.3 Unless specifically provided otherwise herein, all things required for the proper performance by the Seller hereunder shall be procured by the Seller at his own cost and risk.

Installation, commissioning, demonstration of the LBDS operation or its parts and handover

9.4 The handover and acceptance of the LBDS or its part hereunder must be preceded by installation and verification of LBDS functionality or its parts in the presence of the Buyer's and the Seller's representatives.

9.5 In the presence of the Buyer's representatives, the Seller's representatives shall also verify whether the LBDS or its part meet parameters specified by the manufacturer and required by the Buyer in the Technical specification hereof to be verified by demonstrating operation of the LBDS vacuum system



for a period of at least 8 hours. Flawless demonstration thereof shall be a condition of acceptance of LBDS or its part by the Buyer.

For the purposes of the handover procedure, the Seller shall submit to the Buyer:

- Declaration of the Seller that the LBDS or its part are in compliance with all legal regulation, technical standards and the Technical specification and business terms defined herein,
- Manual covering operation, maintenance and conditions for maintenance and protection of the LBDS or its parts in Czech and English language,
- Test protocols, material lists, technical documentation and warranty documents,
- The Parties shall also declare in the Handover protocol II. that the LBDS vacuum system or its part and its operation had been duly verified, that the installation, adjustment and demonstration of the LBDS operation or its part took place lasting at least 8 hours, and
- The Parties shall also declare performing the vacuum leak test of 1×10^{-7} Pa m³/s leak rate,
- documents which forms Deliverable 1 .

Should the Seller fail to submit any of the above to the Buyer, the subject of the Contract shall be considered incomplete and unfit for handover / acceptance.

9.6 The handover and acceptance of the Deliverable 2, including documents which forms Deliverable 1 as well, shall be noted by the Parties in a Handover protocol, which shall contain the following mandatory information:

- Information on the Seller and the Buyer,
- Description of LBDS or its parts,
- Date on which the warranty period starts running,
- The Buyer's declaration whether he accepts / not accepts the delivery of the Deliverable 2,
- Date of handover protocol signature
(hereinafter the "**Handover protocol**").

9.7 The risk of damage on LBDS or its part passes to the Buyer by signature of the Handover protocol by representatives / technical contacts of the Parties; this does not release the Seller from his liability for damage arising due to defects on LBDS or its parts. The Seller shall be liable for any damage on LBDS or its parts until properly handed over and accepted by the Buyer.

9.8 The Buyer is not obliged to accept LBDS or its part if such shows defects or unfinished work, even if such, alone or in connection with others, would not form an obstacle to proper LBDS operation or its parts. Should the Buyer not exercise its right not to accept LBDS or its parts demonstrating defects or unfinished work, the Seller and the Buyer shall draw up a list of such defects or unfinished work in the Handover protocol along with the deadlines for their removal / completion. Should the Parties fail to reach an agreement in relation to such deadlines, it shall be understood that any such defects or unfinished work shall be rectified within forty-eight (48) hours from the handover and acceptance of the LBDS or its parts.

9.9 Should the LBDS or its part show defects, which could not be discovered during the handover / acceptance procedure (hidden defects), and should these be subject to the two-year warranty or shorter



warranty, the Buyer shall be entitled to claim these against the Seller at any time during two years from the acceptance of the Delivery. Should the LBDS or its parts be subject to warranty period longer than two years, the Buyer shall be entitled to claim such hidden defects within the entire period of such longer warranty period.

- 9.10 In case the Seller notifies the Buyer that LBDS or its part are ready for handover, and it becomes apparent during the handover procedure that LBDS or its parts have not been duly completed, the Seller shall be obliged to pay to the Buyer all costs incurred by the Buyer in relation to such unsuccessful handover.

10. WARRANTY AND CLAIMS BASED ON DEFECTS OF THE SUPPLY

- 10.1 The warranty period for the Delivery shall be twenty-four (24) months (hereinafter the „**Warranty Period**“).
- 10.2 The warranty period shall commence on the date of the signature of the Handover Protocol on handover and takeover of the Delivery by the Buyer. However, if the Delivery is accepted with even a single defect, the warranty period shall commence on the date of removal of the last defect by the Seller.
- 10.3 Equipment within the LBDS or its part, which carries its own warranty, shall have the warranty period for the period specified therein but at least for the period defined in Art. 10.1 above.
- 10.4 The Buyer shall raise a claim for removal of a defect of the Delivery against the Seller without undue delay after discovering the defect, but not later than on the last day of the warranty period, by means of a written notice sent to the Seller's authorised representative for technical matters set out herein (hereinafter the „**Warranty Claim**“). Any Warranty claim sent by the Buyer on the last day of the warranty period shall be considered to have been made in timely manner.
- 10.5 The Buyer notifies defects in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: [REDACTED].
- 10.6 In the Warranty claim the Buyer shall describe the defect and the manner of removal of the defect. The Buyer is entitled to:
- request the removal of defects by delivery of a substitute for defective LBDS or its part, or
 - request that the defects shall be removed by repair if the defects can be repaired, or
 - request an appropriate discount from the Purchase price.

The choice among the above-mentioned shall be made by the Buyer. Furthermore, the Buyer is entitled to withdraw from the Contract if the Contract was materially breached by the supply of Delivery with defects.

- 10.7 The Seller agrees to remove the claimed defects of the Delivery free of charge.
- 10.8 The Parties shall execute a protocol on removal of the claimed defect, in which they shall confirm that the defect has been removed. The Warranty Period shall extend by the time that expires from the date of exercising the Warranty claim until the defect is removed.



- 10.9 In case the Seller fails to remove the defect within the time periods as may be defined in Art. 11 hereof, or within additional periods as may be agreed by the Parties, or in case the Seller refuses to remedy the defect, the Buyer shall be entitled to have the defect removed at his own cost, and the Seller shall be obliged to compensate the Buyer for all justifiable and demonstrated costs associated with removing the defect within ten (10) days of the Buyer's request to do so.
- 10.10 The warranty shall not apply to defects caused by unprofessional handling, incorrect or unsuitable maintenance, non-compliance with the manufacturers' rules of operation and maintenance of LBDS or its parts accepted by the Buyer from the Seller upon handover, or those of which the Seller advised the Buyer in writing. The warranty shall also not apply to defects caused by gross negligence or intentional conduct.
- 10.11 The Parties agree to exclude use of Sec 1925 of the Civil Code, specifically the sentence following the semi-colon.

11. WARRANTY SERVICE, SPARE PARTS

- 11.1 During the Warranty Period, the Seller shall be obliged to perform all service which is required on the LBDS or its part to maintain the validity of the warranty, free of charge, in the following manner:
- 11.1.1 The Seller undertakes to provide technical assistance in the form of consultation over the telephone or e-mail within forty-eight (48) hours from notification of the need to resolve a technical issue.
- 11.1.2 If the Buyer discovers a defect, the Buyer shall request the Seller to remove it. The Seller shall be obliged to evaluate the notified defect at the Buyer's site within five (5) working days from receipt of such request.
- 11.2 The Seller shall be obliged to remove any defects notified during the Warranty Period at his own cost. A regular defect (a minor defect) shall be removed not later than within one (1) week from receipt of notification / claim. Defects which cannot be classified as regular shall be removed by the Seller within two (2) weeks from the receipt of notification / claim.
- 11.3 For the period of five (5) years from the expiry of the Warranty Period as stipulated in Art. 10.1 hereof, the Seller is obliged to ensure the availability of all spare parts for the LBDS or its parts and their delivery, for remuneration, to the Buyer, and that within four (4) weeks from the order of the Buyer, at the price and terms usual at the time.

12. CONTRACTUAL PENALTIES

- 12.1 In the event the Seller is in delay with handover / acceptance deadline as stipulated by Art. 6.1 herein, the Seller is obliged to pay to the Buyer the contractual penalty in the amount of 0.05% of the Purchase Price for each, even commenced day of delay.
- 12.2 In cases where the Seller fails to remove duly notified defects on LBDS or its part within the period stipulated in Art. 11 hereof or in the agreed time, the Buyer shall be entitled to charge to the Seller contractual penalty in the amount of 1.000,- CZK for each defect and for each day of delay.



- 12.3 If the Buyer fails to pay the Purchase Price within the deadlines set out in this Contract, the Buyer is obliged to pay the Seller interest on delay in the amount set forth by the law for each day of delay unless the Buyer proves that the delay with the payment of the Purchase Price was caused by late release of the funds by the provider of the aid / funding.
- 12.4 The obliged party must pay any contractual penalties to the entitled party not later than within 15 calendar days of the date of receipt of the relevant claim from the other party.
- 12.5 The Parties have agreed that the maximal amount of contractual penalties shall be limited to 30% of the Purchase Price.
- 12.6 The Parties exclude use of Sec 2050 of the Civil Code.

13. TERMINATION OF THE CONTRACT

- 13.1 This Contract may be terminated by completing the performance required hereunder, by agreement of the Parties or by withdrawal from the Contract on the grounds stipulated by law or herein.
- 13.2 The Buyer is entitled to withdraw from the Contract without any penalty from Seller in any of the following events:
- (c) the Seller has materially breached obligations imposed by the Contract, specifically by being in delay with the fulfilment of this Contract and such delay lasts more than two (2) months; or
 - (d) the Seller has materially breached obligations imposed by the Contract, specifically the Delivery fails to meet technical parameters and qualities or other requirements defined in the Annex 1 (Technical Specification);
 - (e) the insolvency proceeding is initiated against the Seller's assets;
 - (f) the funding body providing finances for the Project (hereinafter the "**Financial subsidy**") or any other control body determines that the expenditures or part of the expenditures incurred on the basis of this Contract are ineligible;
 - (g) the Financial subsidy for implementation of the Project is withdrawn from the Buyer; or
 - (h) should it become apparent that the Seller provided information or documents in the Seller's bid, which were not true and which could, therefore, influence the outcome of the Procurement Procedure leading to the conclusion of this Contract (Section 223(2)(b) of the Act No. 134/2016 Coll., on public procurement).
- 13.3 The Seller is entitled to withdraw from the Contract in the event of material breach of the Contract by the Buyer.



14. REPRESENTATIVES, NOTICES

14.1 The Seller has appointed the following authorised representatives for communication with the Buyer in relation to the subject of performance hereunder:

In technical matters: [REDACTED] Tel.: [REDACTED]

14.2 The Buyer has appointed the following authorised representatives for communication with the Seller in relation to the subject of performance hereunder:

In technical matters: [REDACTED], tel.: [REDACTED]

14.3 Unless this Contract provides otherwise, all notifications to be made between the Parties hereunder must be made out in writing and delivered to the other Contractual Party by authorized carrier, in person (with written receipt) or by registered post; it is understood hereunder that all notifications are deemed to have been delivered on the third working day after transmission, or on the 15th day if the delivery is made abroad.

15. CHOICE OF LAW

15.1 This Contract and all the legal relationships arising out of it shall be governed by the laws of the Czech Republic.

15.2 The Parties acknowledge and note that the provisions of the Czech Act No. 89/2012 Coll. Civil Code, as amended, shall apply in matters that are not explicitly regulated by this Contract.

15.3 Any disputes arising out of this Contract or legal relationships connected with the Contract shall be resolved by the Parties amicably. In the event that a dispute cannot be resolved amicably within sixty (60) days, the dispute shall be resolved by the competent court in the Czech Republic based on application of any of the Parties.

16. FINAL PROVISIONS

16.1 This Contract with all the Annexes represents the entire and complete agreement between the Buyer and the Seller.

16.2 The Parties agree that the Seller shall not be entitled to set off any part of its receivable, or receivable of its sub-debtor against the Buyer or any of his receivables. The Seller shall not be entitled to assign any receivable arising in connection herewith to a third party. The Seller shall not be entitled to assign any rights or obligations arising to him hereunder or any of its parts to third parties..

16.3 In the event that any of the provisions of this contract shall later be shown or determined to be invalid, putative, ineffective or unenforceable, then such invalidity, putativeness, ineffectiveness or unenforceability shall not cause invalidity, putativeness, ineffectiveness or unenforceability of the Contract as a whole. In such event the Parties undertake without undue delay to subsequently clarify



any such provision using Sec 553(2) of the Civil Code, or to replace after mutual agreement such invalid, putative, ineffective or unenforceable provision of the Contract by a new provision, that in the extent permitted by the laws and regulations of the Czech Republic, relates as closely as possible to the intentions of the Parties to the Contract at the time of creation hereof.

- 16.4 The Parties agree to publish the full text of this Contract, including its annexes, in the Register of Contracts pursuant to 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 (Act on the Register of Contracts).
- 16.5 This Contract shall become valid on the date of the signature of both Parties. The Contract shall become effective on the date of its publication at Register of Contracts.
- 16.6 This Contract may be changed or supplemented solely by means of numbered supplements in writing, furnished with the details of time and place and signed by duly authorised representatives of the Parties. The Parties expressly reject, within the bounds of Sec 564 of the Civil Code, modifications to the Contract in any other manner.
- 16.7 Should any Party hereto breach any obligation hereunder or should it or could it have any knowledge of such breach it shall notify the other Party of such breach without unnecessary delay and advise the other Party of the potential damage or consequences; in such a case the injured Party shall not be entitled to compensation for damages in the extent it could have prevented following such notification.
- 16.8 The Seller undertakes, under the terms and conditions hereof, to:
- a) duly archive all written material prepared in connection with the execution of this Contract and to provide access to the Buyer to these archived documents until 2028 and to grant access to the Buyer to these archived documents at any time upon request. The Buyer shall be entitled to take possession of these documents after ten years from the completion of the Contract from the Seller free of charge;
 - b) cooperate during financial inspections carried out in accordance with Act 320/2001 Coll., on Financial Inspections, as amended, i.e. as the obliged party according to Section 2(e) thereof, i.e. to allow the Managing Authority of the Operational Program Research and Development for Innovation to access also those portions of the bid submitted within the Procedure, the Contract, Orders and related documents which may be protected by special legal regulation (such as with respect to commercial secrets), given that all requirements set forth by legal regulation with respect to the manner of executing such inspections will have been observed; the Seller shall bind any of its sub-contractors to comply with this obligation accordingly;
 - c) the Seller shall bind any of its sub-contractors to comply with this obligation accordingly within the extent set forth in para b) above.
- 16.9 This Contract is executed in four (4) counterparts, each of which is deemed to be the original. Each Party to the Contract shall receive two (2) counterparts.. The following Annexes form an integral part of the Contract:

Annex No. 1: Technical specification



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

16.10 The Parties, manifesting their consent with the entire contents of the Contract, affix their signatures hereunder.

On behalf of the Buyer

Signature: _____
Name: RNDr. Michael Prouza, Ph.D.
Function: Director
Date: _____

On behalf of the Seller

Signature: _____
Name: Dr. Jiri Lopata
Function: CEO
Date: _____



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

ANNEX 1

TECHNICAL SPECIFICATION

(NOTE: Annex No. 2 to the Procurement documentation shall be attached hereto by the Contracting Authority before signature hereof by the Contracting Authority after the Public Procurement procedure is finished)

According to the law 340/2015, Technical specification that includes blueprints can be excluded from the duty of disclosure (§3, 2b)