



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



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

Purchase Contract

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

I. CONTRACTUAL PARTIES:

1. Buyer:

Fyzikální ústav AV ČR, v. v. i.

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

with its registered office at Na Slovance 2, PSČ 182 21 Praha 8,

represented by: prof. Jan Řídký, DrSc. - Director

Registered in the register of public research institutions of the Ministry of Education, Youth and Sports of the Czech Republic

Bank: UnicreditBank, a.s.,

Account number: 2106551053/2700

Id. No.: 68378271

Tax Id. No.: CZ68378271

(hereinafter the "Buyer")

and

2. Seller:

OptiXs, s.r.o.

with its registered office at Křivoklátská 37/3, PSČ 199 00 Praha 9,

represented by: Ing. Martin Klečka, CEO

Registered in Municipal court in Prague, C212818

Bank: Československá obchodní banka, a.s.,

Account number: 269060882/0300

Id. No.: 02016770

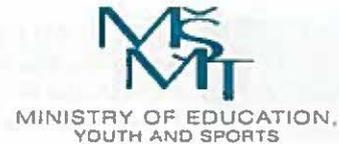
Tax Id. No.: CZ02016770

(Hereinafter the "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 (hereinafter the "Contract")



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



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

II. INTRODUCTORY PROVISIONS:

1. The Buyer is the beneficiary of a subsidy from the Ministry of Education, Youth and Sports of the Czech Republic for the project "ELI: EXTREME LIGHT INFRASTRUCTURE, phase 2", reg. No. CZ.02.1.01/0.0/0.0/15_008/0000162, within the Operational Programme "Research, Development and Education (hereinafter the "ELI-Beamlines Project").
2. The objective of the ELI-Beamlines Project is to build and operate an international research laboratory (research facility) utilising the latest generation of laser technology with subsequent implementation of a series of projects in basic and applied research.
3. For successful implementation of the ELI-Beamlines Project, it is also necessary to purchase the Device (as defined below).
4. The Seller was selected as the winner of a public procurement procedure announced by the Buyer, for the public contract called "Main Vacuum window for high average power laser (L3 compressor window)" (hereinafter the "Procurement Procedure").
5. The Seller acknowledges that the Buyer is not, in connection to the subject matter of this Contract, an entrepreneur, and also that the subject matter of this Contract is not related to any business activities of the Buyer.
6. The documentation necessary for the execution of the Contract is
 - a) *Requirements specification Document for the engagement hereunder, which forms an integral part hereof as its Annex 1 (hereinafter the "RSD"); this RSD also formed a part of the tender documentation for the Procurement Procedure in the form of Annex No. 3,*
 - b) *The Qualified Design of the complete Main Vacuum window for high average power laser (L3 compressor window),*
 - c) *The Seller's bid submitted for the Procurement Procedure, (hereinafter the "Sellers's Bid"); the Sellers's Bid forms Annex 2 to this Contract and an integral part hereof.*
7. The Seller represents that it has all the professional prerequisites required for the supply of the Device under the Contract, is authorised to perform the Contract and there are no obstacles on the part of the Seller that would prevent the Seller from fulfilling the Contract. The Seller is aware that the Buyer considers the participation of the Seller in the Procurement Procedure as a confirmation of the fact that the Seller is within the meaning of section 5(1) of the Civil Code capable of acting with due care and diligence that is connected with its profession and that, if the Seller does not act with the due care and diligence, it shall be to its disadvantage. The Seller shall not exploit its status as a professional nor its market position to the disadvantage of the Buyer and to achieve obvious and unreasonable imbalance in the mutual rights and duties of the Parties.



8. The Parties declare that accept the "risk of changed circumstances" within the meaning of Sec 1765(2) of the Civil Code.
9. The Parties declare that they shall maintain confidentiality with respect to all facts and information they learned in connection with the Contract or during the performance of the Contract, and the disclosure of such facts or information could cause damage to the other Party. This confidentiality provision does not affect duties of Parties with respect to applicable legislation.

III. SUBJECT OF THE CONTRACT:

1. The subject matter of this Contract is the obligation of the Seller to deliver to the Buyer two pieces of a Main Vacuum window for high average power laser (L3 compressor window) with qualities and technical parameters described in the RSD (hereafter the "Device") in accordance with the terms and conditions of the Contract.
2. The following activities form an integral part of the performance to be provided by the Seller:
 - a) design of the Device approved by Buyer,
 - b) manufacturing, packing and transportation of the Device to the place of delivery,
 - c) preparation of and the handover of the instructions and manuals and other documents in the extent specified in the RSD,
 - d) verification that the Device is fully functional and that fulfils all requirements stipulated in the Contract and testing of the Device in the extent specified in the RSD (hereinafter the "Verification"),

(The Device and the activities required under para 2 above are hereinafter referred to as the "Delivery").

3. Parties acknowledge that the Device does not exist at the time of the signature of the Contract, and the Seller must first design the Device. The Seller shall design the Device in accordance with the RSD. The Seller shall present the design of the Device to the Buyer. The Buyer is entitled to approve the design or return it to the Seller without undue delay with a description of the required changes. The Buyer shall approve the design within 5 days from its receipt, if requirements in the RSD are met.
4. Based on the version of the design approved by the Buyer the Seller shall manufacture the Device, verify that the Device fulfils requirements of this Contract in the extent specified in the RSD and transport it to the Buyer.
5. The Buyer shall take over properly and timely delivered Device and shall pay the Seller the Purchase Price under the terms and conditions of the Contract.
6. The Seller hereby undertakes, under the terms and conditions hereof, to deliver to the Buyer, properly and in timely manner the Device, to hand over the Device to the Buyer and to carry out activities specified in paragraph 2 above. The Seller shall ensure the compliance of the Device with the Seller's Bid and with all valid legal, technical and quality standards in the extent specified in the RSD.



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



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

7. During the performance of the Contract, the Seller shall cooperate with the Buyer and shall follow the instructions of the Buyer unless such instructions contravene the Contract.

IV. OWNERSHIP TITLE:

The ownership right passes to the Buyer upon the signature of the Handover protocol (as is defined below).

V. PURCHASE PRICE AND PAYMENT TERMS

1. The Purchase Price for the Delivery is the maximum price that cannot be exceeded and is 1.995.525,- CZK without value added tax, (hereinafter the "Purchase Price").
2. Unless provided otherwise in this Contract, all the prices in this Contract are exclusive of value added tax, which shall be paid according to the applicable regulations or international agreements.
3. The Purchase Price includes all the costs related with the performance of the Contract, including the cost of transport of the Device to the place of delivery, the costs of Verification, the costs of insurance including unloading until the Delivery, licenses, taxes and fees, etc. The Purchase Price is fixed and shall not be changed regardless of the changes of prices or changes in the foreign exchange rates.
4. The Purchase Price shall be paid in the following manner:
 - a) 60 % of the Purchase Price shall be paid to the Seller after the Buyer approves the design of the Device,
 - b) 40 % of the Purchase Price shall be paid after the signature of the Handover protocol.
5. The Buyer shall pay the Purchase Price on the basis of an invoice issued by the Seller.
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 the following details:
 - the business name/designation and registered office of the Buyer
 - the tax identification number of the Buyer
 - the business name/designation and registered office of the Seller
 - the tax identification number of the Seller
 - the registration number of the tax document
 - the scope and object of the Delivery or Services
 - the date of issue of the tax document
 - 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
 - the price
 - the registration number of the Contract, which the Buyer shall communicate to the Seller at his request before the invoice is issued



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



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

- a declaration that the charged price is provided for the purposes of the "ELI: EXTREME LIGHT INFRASTRUCTURE" project phase II, reg. No. CZ 02.1.01/0.0/0.0/15_008/0000162d

must also comply with any double taxation treaties applicable to the given case.

7. The last invoice in each calendar year must be delivered by the Seller to the Buyer's no later than by December 15 of the given calendar year. If a tax document – invoice does not comply 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 is not in delay in payment of the Purchase price or part thereof or the Price for Services 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.
8. The Buyer's invoicing details are set out in Art. I hereof.

VI. TIME OF PERFORMANCE OF THE CONTRACT:

1. The Seller shall deliver the Device to the place of delivery within 27 weeks from the signature of this Contract.
2. The Seller acknowledges that the deadlines stated in this article are of essential importance to the Buyer with respect to the timeline of the ELI-Beamlines Project and with respect to the deadline by which the ELI-Beamlines Project is to be implemented, and that the Buyer could incur damage as a result of failure to meet the above stipulated deadlines.

VII. PLACE OF DELIVERY

The place of delivery shall be ELI 2, Průmyslová 836, 252 41 Dolní Břežany in the Central Bohemian Region in the Czech Republic.

VIII. HANDOVER OF THE DEVICE

1. The Device shall be at the place of delivery handed over on the basis of handover protocol, which shall contain the following information:
 - identification of the Seller and the Buyer,
 - description of the Device including the list of individual items of the Device,
 - the list of defects and deficiencies of the Device, if there are any, and the deadlines for their removal,
 - documents in the extent specified in the RSD
 - the signature and the date of the handover

(hereinafter the "Handover protocol").



2. Instructions and manuals and other documents in the extent specified in the RSD shall be attached to the Handover protocol.
3. The delivery of the Device marks the passage of the risk of damage to the Device from the Seller on the Buyer; however, this passage of risk of damage does not in any manner prejudice the Seller's liability for damage due to the defects of the Device.
4. The Buyer shall not be obliged to take over the Device with defects or deficiencies beyond the levels specified in the RSD, regardless of the fact that such defects or deficiencies may not compromise the functionality and use of the Device. Should the Buyer not exercise its right not to accept the Device even when manifesting defects or deficiencies, the Parties shall list these in the Handover Protocol..

IX. WARRANTY

1. The Seller shall provide the warranty for the Device for a period of 12 months.
2. The warranty period shall commence on the date of the signature of the Handover Protocol. However, if the Device is taken over with defects or deficiencies, the warranty period shall commence on the date of the removal of the last defect or deficiency by the Seller.
3. If the Device contains its own warranty documents then the warranty period shall be the period specified in such documents, unless does not exceed the warranty period stipulated in the Contract.
4. The Buyer shall raise a claim for removal of a defect of the Device 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“). An email is considered to be an adequate way to initiate a warranty claim. Warranty Claim sent by the Buyer on the last day of the warranty period shall be deemed to have been made in time.
5. In the Warranty Claim the Buyer shall describe the defect and the manner in which the defect is to be removed. The Buyer is entitled to:
 - request the removal of defects by substitute delivery, or
 - request that the defects are repaired, or
 - request an appropriate discount on the Purchase Price.

The choice among the above specified claims shall be made by the Buyer.

6. The Seller agrees to remove the defects of the Device free of charge.
7. Defects must be removed within the period of 2 months from the date, on which the Warranty Claim was notified to the Seller, at the latest, unless the Buyer and the Seller agree otherwise.



8. The Seller shall remove defects of the Device within periods stated in the Contract also in the instances when the Seller is of the opinion that he is not liable for such defects. In cases when the Seller will not recognize the defect and the Buyer will not agree with such conclusion, the validity of the Warranty Claim shall be ascertained by an expert, which is to be commissioned by the Buyer but on which the Supplier also must agree. In the event the expert declared the Warranty Claim as justified, the Seller shall bear the costs of the expert's assessment. If the Warranty Claim is raised unjustly (according to expert's assessment), the Buyer shall reimburse the Seller all reasonably incurred costs associated with removing the defect.
9. The Parties shall execute a record on removal of the defect, in which they shall confirm that the defect was 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. In case the Seller fails to remove the defect within the time period set out in the Contract, or within other period 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 reasonably incurred costs associated with removing the defect within 30 days of the Buyer's request to do so. Under the condition that the repair was professionally done, the scope and length of the warranty remains unaffected by this provision.
11. The warranty shall not cover defects caused by unprofessional handling, non-compliance with the manufacturers' rules of operation and maintenance of equipment 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 intentional conduct.
12. Parties exclude application of the section 1925 (the sentence behind semi-colon) of the Civil Code.

X. CONTRACTUAL PENALTIES

1. In the event the Seller is in delay with performance as stipulated by Art. VI para 1 of this Contract, the Seller shall pay to the Buyer the contractual penalty in the amount of 0.05% of the Purchase Price for each, even commenced day of delay and for every individual case of delay.
2. If the Buyer fails to pay the Purchase Price or the Price for Services within the deadlines set out in this Contract, the Buyer shall 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 support.
3. 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.



4. Payment of the contractual penalties pursuant to this article shall in no way prejudice the Buyer's right to claim compensation for damage incurred by the Buyer as a result of the Seller's breach of obligations to which the penalty applies.
5. Total amount of contractual penalties, which the Buyer is entitled to enforce pursuant to this Contract, shall not exceed 10 % of the Purchase Price.

XI. TERMINATION OF THE CONTRACT

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 in the Contract.
2. The Buyer is entitled to withdraw from the Contract without any penalty if any of the following events occur:
 - a) The provider of the subsidy or any other control body determines that the expenditures or part of the expenditures incurred on the basis of this Contract are ineligible; or
 - b) The financial subsidy for implementation of the ELI-Beamlines Project is withdrawn from the Buyer;
 - c) Insolvency proceedings are initiated against the Seller's assets,
 - d) Should it become apparent that the Seller provided information or documents in the Seller's bid, which are not true and which could, therefore, influence the outcome of the Procurement Procedure leading to the conclusion of this Contract.
3. The Seller is entitled to withdraw from the Contract in the event of material breach of the Contract by the Buyer and in case of events outside the control of the Seller (e.g. natural disasters, etc.).
4. If the Buyer or the Seller withdraws from this Contract, the Seller shall receive a payment for the value of results of the works and activities that were carried out under this Contract up to the effective date of withdrawal. The value of the results shall correspond to the real costs incurred in order to achieve these results (including the costs of handover of the results to the Buyer) including a margin of 5 % of the total costs. The margin shall not be paid in the case of withdrawal under section XI. para. 2 letter d) of this Contract. The Seller shall prove to the Buyer the amount of costs. The Seller is entitled to set off its claim for the payment of the value of results against the claim of the Buyer for returning payments provided under this Contract. The Seller shall handover to the Buyer all results of works and activities carried out under this Contract.

XII. REPRESENTATIVES OF THE PARTIES

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: Ing. Martin Klečka, email: klecka@optixs.cz, + 420 607 014 278



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



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

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: Ing. Daniel Kramer Ph.D., e-mail.: daniel.kramer@eli-beams.eu

XIII. CHOICE OF LAW

1. This Contract and all the legal relationships arising out of it shall be governed by the laws of the Czech Republic.
2. 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.

XIV. FINAL PROVISIONS

1. The Contract with all annexes represents the entire and complete agreement between the Buyer and the Seller.
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, unless this Contract stipulates otherwise. 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.
3. The Seller shall:
 - 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 2021. 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;
 - cooperate during financial inspections carried out in accordance with Act 320/2001 Coll., on Financial Inspections, as amended, i.e. to allow the Managing Authority of the Operational Program Research, Development and Education (hereinafter the "Sponsor") 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, 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.
4. 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



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



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

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.

5. This Contract becomes valid and effective as of the day of its execution by the authorised persons of both Parties.
6. This Contract may be changed or supplemented solely in writing.
7. This Contract is drawn up in English language in four (4) counterparts, each of which is deemed to be the original. Each Party to the Contract shall receive two (2) counterparts.
8. The following Annexes form an integral part of the Contract:
Annex No. 1: Requirements Specifications Document (RSD);
Annex No. 2: The Seller's Bid;

In case of any discrepancies between this Contract and its annexes, the provisions of this Contract shall prevail. In case of any discrepancies between Annex No. 1 and the other annexes of this Contract, the provisions of Annex No. 1 shall prevail.

9. The Parties, manifesting their consent with the entire the Contract, affix their signatures below.

In Prague 29.11.2016

Seller:

Name: Ing. Martin Klečka

Position: CEO

In Prague 1.11.2016

Buyer:

Name: prof. Jan Řídký, DrSc.

Position: Director

OptiXs s.r.o.

Křivčická 37, 199 00 Praha 9
IČ: 020 16770 DIČ: CZ016.70
www.optixs.cz

Fyzikální ústav AV ČR

veřejná výzkumná instituce
182 21 Praha 8, Na Slovance 2

- 1 -

Main Vacuum window for high average power laser (L3 compressor window)

NABÍDKA

Uchazeč:	OptiXs, s.r.o.
Sídlo:	Křivoklátská 37/3, 199 00 Praha 9
IČ:	020 16 770
DIČ:	CZ02016770
Právní forma:	společnost s ručením omezeným
Osoba oprávněná jednat za uchazeče:	Ing. Martin Klečka, jednatel
Bankovní spojení:	Československá obchodní banka, a.s.
Číslo účtu:	269060882/0300
Kontaktní osoba:	Ing. Martin Klečka
Kontaktní telefon:	+420 607 014 278
Kontaktní email:	klecka@optixs.cz



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



ANNEX I

COVER SHEET OF THE BID

Public procurement title: „Main Vacuum window for high average power laser
(L3 compressor window)”

Contracting Authority: Fyzikální ústav AV ČR, v.v.i.
Registered office: Na Slovance 2, 182 21 Praha 8
Registration No.: 68378271

**Person authorized to act
on behalf of the bidder:** prof. Jan Řídký, DrSc., ředitel
Contact person: Bc. Václav Mráz

Telephone: 00 420 601 560 318

E-mail: vaclav.mraz@eli-beams.eu

Bidder: OptiXs, s.r.o.

Registered office: Křivoklátská 37, 199 00 Praha 9

Identification No.: 02016770

Tax Identification No.: CZ02016770

**Person authorized to act
on behalf of the bidder:** Ing. Martin Klečka, CEO
Bank account: ČSOB, a.s. 269060882/0300
Contact person: Ing. Martin Klečka
Contact address: Křivoklátská 37, 199 00 Praha 9
Telephone: +420 607 014 278
E-mail: klecka@optixs.cz

Bid Price:

Price for 1 pc in CZK without value added tax: 997 762,50

Value added tax - rate 21 % 209 530,125
(not applicable to foreign entities)

Price for 1 pc in CZK with value added tax: 1 207 292,625
(not applicable to foreign entities)

Total bid price in CZK without value added tax: 1 995 525,-

Value added tax - rate 21 % 419 060,25
(not applicable to foreign entities)

Total bid price in CZK with value added tax: 2 414 585,25
(not applicable to foreign entities)



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



Purchase Contract

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

I. CONTRACTUAL PARTIES:

1. Buyer:

Fyzikální ústav AV ČR, v. v. i.

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

with its registered office at Na Slovance 2, PSČ 182 21 Praha 8,

represented by: prof. Jan Řídký, DrSc. - Director

Registered in the register of public research institutions of the Ministry of Education, Youth and Sports of the Czech Republic

Bank: Československá obchodní banka, a.s.,

Account number: 2106551053/2700

Id. No.: 68378271

Tax Id. No.: CZ68378271

(hereinafter the "Buyer")

and

2. Seller:

OptiXs, s.r.o.

with its registered office at Křivoklátská 37, 199 00 Praha 9

represented by: Ing. Martin Klečka, CEO

registered in Municipal court in Prague, C212818

Bank: Československá obchodní banka, a.s.,

Account number: 269060882/0300

Id. No.: 02016770

Tax Id. No.: CZ02016770

(Hereinafter the "Seller"; the Buyer and the Seller are hereinafter jointly referred to as the "Parties" and each of them individually as a "Party").



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



MINISTRY OF EDUCATION
YOUTH AND SPORTS

enter, on the present day, month and year, into this Purchase Contract (hereinafter the "Contract")

II. INTRODUCTORY PROVISIONS:

1. The Buyer is the beneficiary of a subsidy from the Ministry of Education, Youth and Sports of the Czech Republic for the project "ELI: EXTREME LIGHT INFRASTRUCTURE, phase 2", reg. No. CZ.02.1.01/0.0/0.0/15_008/0000162, within the Operational Programme "Research, Development and Education (hereinafter the "ELI-Beamlines Project").
2. The objective of the ELI-Beamlines Project is to build and operate an international research laboratory (research facility) utilising the latest generation of laser technology with subsequent implementation of a series of projects in basic and applied research.
3. For successful implementation of the ELI-Beamlines Project, it is also necessary to purchase the Device (as defined below).
4. The Seller was selected as the winner of a public procurement procedure announced by the Buyer, for the public contract called "Main Vacuum window for high average power laser (L3 compressor window)" (hereinafter the "Procurement Procedure").
5. The Seller acknowledges that the Buyer is not, in connection to the subject matter of this Contract, an entrepreneur, and also that the subject matter of this Contract is not related to any business activities of the Buyer.
6. The documentation necessary for the execution of the Contract is
 - a) *Requirements specification Document for the engagement hereunder, which forms an integral part hereof as its Annex 1 (hereinafter the "RSD"); this RSD also formed a part of the tender documentation for the Procurement Procedure in the form of Annex No. 3,*
 - b) *The Qualified Design of the complete Main Vacuum window for high average power laser (L3 compressor window),*
 - c) *The Seller's bid submitted for the Procurement Procedure, (hereinafter the "Sellers's Bid"); the Sellers's Bid forms form Annex 2 to this Contract and an integral part hereof.*
7. The Seller represents that it has all the professional prerequisites required for the supply of the Device under the Contract, is authorised to perform the Contract and there are no obstacles on the part of the Seller that would prevent the Seller from fulfilling the Contract. The Seller is aware that the Buyer considers the participation of the Seller in the Procurement Procedure as a confirmation of the fact that the Seller is within the meaning of section 5(1) of the Civil Code



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



MINISTRY OF EDUCATION
YOUTH AND SPORTS

capable of acting with due care and diligence that is connected with its profession and that, if the Seller does not act with the due care and diligence, it shall be to its disadvantage. The Seller shall not exploit its status as a professional nor its market position to the disadvantage of the Buyer and to achieve obvious and unreasonable imbalance in the mutual rights and duties of the Parties.

8. The Parties declare that accept the "risk of changed circumstances" within the meaning of Sec 1765(2) of the Civil Code.
9. The Parties declare that they shall maintain confidentiality with respect to all facts and information they learned in connection with the Contract or during the performance of the Contract, and the disclosure of such facts or information could cause damage to the other Party. This confidentiality provision does not affect duties of Parties with respect to applicable legislation.

III. SUBJECT OF THE CONTRACT:

1. The subject matter of this Contract is the obligation of the Seller to deliver to the Buyer two pieces of a Main Vacuum window for high average power laser (L3 compressor window) with qualities and technical parameters described in the RSD (hereafter the "Device") in accordance with the terms and conditions of the Contract.
2. The following activities form an integral part of the performance to be provided by the Seller:
 - a) design of the Device approved by Buyer,
 - b) manufacturing, packing and transportation of the Device to the place of delivery,
 - c) preparation of and the handover of the instructions and manuals and other documents in the extent specified in the RSD,
 - d) verification that the Device is fully functional and that fulfils all requirements stipulated in the Contract and testing of the Device in the extent specified in the RSD (hereinafter the "Verification"),

(The Device and the activities required under para 2 above are hereinafter referred to as the "Delivery").

3. Parties acknowledge that the Device does not exist at the time of the signature of the Contract, and the Seller must first design the Device. The Seller shall design the Device in accordance with the RSD. The Seller shall present the design of the Device to the Buyer. The Buyer is entitled to approve the design or return it to the Seller without undue delay with a description of the required changes. The Buyer shall approve the design within 5 days from its receipt, if



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education
requirements in the RSD are met.



4. Based on the version of the design approved by the Buyer the Seller shall manufacture the Device, verify that the Device fulfils requirements of this Contract in the extent specified in the RSD and transport it to the Buyer.
5. The Buyer shall take over properly and timely delivered Device and shall pay the Seller the Purchase Price under the terms and conditions of the Contract.
6. The Seller hereby undertakes, under the terms and conditions hereof, to deliver to the Buyer, properly and in timely manner the Device, to hand over the Device to the Buyer and to carry out activities specified in paragraph 2 above. The Seller shall ensure the compliance of the Device with the Seller's Bid and with all valid legal, technical and quality standards in the extent specified in the RSD.
7. During the performance of the Contract, the Seller shall cooperate with the Buyer and shall follow the instructions of the Buyer unless such instructions contravene the Contract.

IV. OWNERSHIP TITLE:

The ownership right passes to the Buyer upon the signature of the Handover protocol (as is defined below).

V. PURCHASE PRICE AND PAYMENT TERMS

1. The Purchase Price for the Delivery is the maximum price that cannot be exceeded and is 1 995 525 CZK without value added tax, (hereinafter the "Purchase Price").
2. Unless provided otherwise in this Contract, all the prices in this Contract are exclusive of value added tax, which shall be paid according to the applicable regulations or international agreements.
3. The Purchase Price includes all the costs related with the performance of the Contract, including the cost of transport of the Device to the place of delivery, the costs of Verification, the costs of insurance including unloading until the Delivery, licenses, taxes and fees, etc. The Purchase Price is fixed and shall not be changed regardless of the changes of prices or changes in the foreign exchange rates.
4. The Purchase Price shall be paid in the following manner:



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



- a) 60 % of the Purchase Price shall be paid to the Seller after the Buyer approves the design of the Device,
b) 40 % of the Purchase Price shall be paid after the signature of the Handover protocol.
5. The Buyer shall pay the Purchase Price on the basis of an invoice issued by the Seller.
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 the following details:
- the business name/designation and registered office of the Buyer
 - the tax identification number of the Buyer
 - the business name/designation and registered office of the Seller
 - the tax identification number of the Seller
 - the registration number of the tax document
 - the scope and object of the Delivery or Services
 - the date of issue of the tax document
 - 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
 - the price
 - the registration number of the Contract, which the Buyer shall communicate to the Seller at his request before the invoice is issued
 - a declaration that the charged price is provided for the purposes of the "ELI: EXTREME LIGHT INFRASTRUCTURE" project phase II, reg. No. CZ 02.1.01/0.0/0.0/15_008/0000162d
- must also comply with any double taxation treaties applicable to the given case.
7. The last invoice in each calendar year must be delivered by the Seller to the Buyer's no later than by December 15 of the given calendar year. If a tax document – invoice does not comply 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 is not in delay in payment of the Purchase price or part thereof or the Price for Services 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.
8. The Buyer's invoicing details are set out in Art. I hereof.

VI. TIME OF PERFORMANCE OF THE CONTRACT:



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



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

1. The Seller shall deliver the Device to the place of delivery within 27 weeks from the signature of this Contract.
2. The Seller acknowledges that the deadlines stated in this article are of essential importance to the Buyer with respect to the timeline of the ELI-Beamlines Project and with respect to the deadline by which the ELI-Beamlines Project is to be implemented, and that the Buyer could incur damage as a result of failure to meet the above stipulated deadlines.

VII. PLACE OF DELIVERY

The place of delivery shall be ELI 2, Průmyslová 836, 252 41 Dolní Břežany in the Central Bohemian Region in the Czech Republic.

VIII. HANDOVER OF THE DEVICE

1. The Device shall be at the place of delivery handed over on the basis of handover protocol, which shall contain the following information:
 - identification of the Seller and the Buyer,
 - description of the Device including the list of individual items of the Device,
 - the list of defects and deficiencies of the Device, if there are any, and the deadlines for their removal,
 - documents in the extent specified in the RSD
 - the signature and the date of the handover(hereinafter the "Handover protocol").
2. Instructions and manuals and other documents in the extent specified in the RSD shall be attached to the Handover protocol.
3. The delivery of the Device marks the passage of the risk of damage to the Device from the Seller on the Buyer; however, this passage of risk of damage does not in any manner prejudice the Seller's liability for damage due to the defects of the Device.
4. The Buyer shall not be obliged to take over the Device with defects or deficiencies beyond the levels specified in the RSD, regardless of the fact that such defects or deficiencies may not compromise the functionality and use of the Device. Should the Buyer not exercise its right not to accept the Device even when manifesting defects or deficiencies, the Parties shall list these in the Handover Protocol..



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



IX. WARRANTY

1. The Seller shall provide the warranty for the Device for a period of 12 months.
2. The warranty period shall commence on the date of the signature of the Handover Protocol. However, if the Device is taken over with defects or deficiencies, the warranty period shall commence on the date of the removal of the last defect or deficiency by the Seller.
3. If the Device contains its own warranty documents then the warranty period shall be the period specified in such documents, unless does not exceed the warranty period stipulated in the Contract.
4. The Buyer shall raise a claim for removal of a defect of the Device 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“). An email is considered to be an adequate way to initiate a warranty claim. Warranty Claim sent by the Buyer on the last day of the warranty period shall be deemed to have been made in time.
5. In the Warranty Claim the Buyer shall describe the defect and the manner in which the defect is to be removed. The Buyer is entitled to:
 - request the removal of defects by substitute delivery, or
 - request that the defects are repaired, or
 - request an appropriate discount on the Purchase Price.

The choice among the above specified claims shall be made by the Buyer.

6. The Seller agrees to remove the defects of the Device free of charge.
7. Defects must be removed within the period of 2 months from the date, on which the Warranty Claim was notified to the Seller, at the latest, unless the Buyer and the Seller agree otherwise.
8. The Seller shall remove defects of the Device within periods stated in the Contract also in the instances when the Seller is of the opinion that he is not liable for such defects. In cases when the Seller will not recognize the defect and the Buyer will not agree with such conclusion, the validity of the Warranty Claim shall be ascertained by an expert, which is to be commissioned by the Buyer but on which the Supplier also must agree. In the event the expert declared the Warranty Claim as justified, the Seller shall bear the costs of the expert's assessment. If the Warranty Claim is raised unjustly (according to expert's assessment), the Buyer shall reimburse the Seller all reasonably incurred costs associated with removing the defect.
9. The Parties shall execute a record on removal of the defect, in which they shall confirm that



the defect was 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. In case the Seller fails to remove the defect within the time period set out in the Contract, or within other period 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 reasonably incurred costs associated with removing the defect within 30 days of the Buyer's request to do so. Under the condition that the repair was professionally done, the scope and length of the warranty remains unaffected by this provision.
11. The warranty shall not cover defects caused by unprofessional handling, non-compliance with the manufacturers' rules of operation and maintenance of equipment 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 intentional conduct.
12. Parties exclude application of the section 1925 (the sentence behind semi-colon) of the Civil Code.

X. CONTRACTUAL PENALTIES

1. In the event the Seller is in delay with performance as stipulated by Art. VI para 1 of this Contract, the Seller shall pay to the Buyer the contractual penalty in the amount of 0.05% of the Purchase Price for each, even commenced day of delay and for every individual case of delay.
2. If the Buyer fails to pay the Purchase Price or the Price for Services within the deadlines set out in this Contract, the Buyer shall 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 support.
3. 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.
4. Payment of the contractual penalties pursuant to this article shall in no way prejudice the Buyer's right to claim compensation for damage incurred by the Buyer as a result of the Seller's breach of obligations to which the penalty applies.
5. Total amount of contractual penalties, which the Buyer is entitled to enforce pursuant to



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

this Contract, shall not exceed 10 % of the Purchase Price.



MINISTRY OF EDUCATION
YOUTH AND SPORTS

XI. TERMINATION OF THE CONTRACT

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 in the Contract.
2. The Buyer is entitled to withdraw from the Contract without any penalty if any of the following events occur:
 - a) The provider of the subsidy or any other control body determines that the expenditures or part of the expenditures incurred on the basis of this Contract are ineligible; or
 - b) The financial subsidy for implementation of the ELI-Beamlines Project is withdrawn from the Buyer;
 - c) Insolvency proceedings are initiated against the Seller's assets,
 - d) Should it become apparent that the Seller provided information or documents in the Seller's bid, which are not true and which could, therefore, influence the outcome of the Procurement Procedure leading to the conclusion of this Contract.
3. The Seller is entitled to withdraw from the Contract in the event of material breach of the Contract by the Buyer and in case of events outside the control of the Seller (e.g. natural disasters, etc.).
4. If the Buyer or the Seller withdraws from this Contract, the Seller shall receive a payment for the value of results of the works and activities that were carried out under this Contract up to the effective date of withdrawal. The value of the results shall correspond to the real costs incurred in order to achieve these results (including the costs of handover of the results to the Buyer) including a margin of 5 % of the total costs. The margin shall not be paid in the case of withdrawal under section XI. para. 2 letter d) of this Contract. The Seller shall prove to the Buyer the amount of costs. The Seller is entitled to set off its claim for the payment of the value of results against the claim of the Buyer for returning payments provided under this Contract. The Seller shall handover to the Buyer all results of works and activities carried out under this Contract.

XII. REPRESENTATIVES OF THE PARTIES

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: Ing. Martin Klečka, email: klecka@optixs.cz, +420 607 014 278



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



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

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: Ing. Daniel Kramer Ph.D., e-mail.: daniel.kramer@eli-beams.eu

XIII. CHOICE OF LAW

1. This Contract and all the legal relationships arising out of it shall be governed by the laws of the Czech Republic.
2. 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.

XIV. FINAL PROVISIONS

1. The Contract with all annexes represents the entire and complete agreement between the Buyer and the Seller.
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, unless this Contract stipulates otherwise. 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.
3. The Seller shall:
 - 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 2021. 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;
 - cooperate during financial inspections carried out in accordance with Act 320/2001 Coll., on Financial Inspections, as amended, i.e. to allow the Managing Authority of the Operational Program Research, Development and Education (hereinafter the "Sponsor") 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, 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.



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



MINISTRY OF EDUCATION
YOUTH AND SPORTS

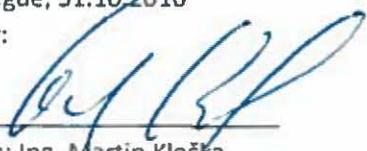
4. In the event that any of the provisions of this contract shall later be shown or determined to be invalid, putative, ineffective or unenforceable, then such invalidity, putativeness, ineffectiveness or unenforceability shall not cause invalidity, putativeness, ineffectiveness or unenforceability of 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.
5. This Contract becomes valid and effective as of the day of its execution by the authorised persons of both Parties.
6. This Contract may be changed or supplemented solely in writing.
7. This Contract is drawn up in English language in four (4) counterparts, each of which is deemed to be the original. Each Party to the Contract shall receive two (2) counterparts.
8. The following Annexes form an integral part of the Contract:
Annex No. 1: Requirements Specifications Document (RSD);
Annex No. 2: The Seller's Bid;

In case of any discrepancies between this Contract and its annexes, the provisions of this Contract shall prevail. In case of any discrepancies between Annex No. 1 and the other annexes of this Contract, the provisions of Annex No. 1 shall prevail.

9. The Parties, manifesting their consent with the entire the Contract, affix their signatures below.

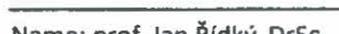
In Prague, 31.10.2016

Seller:


Name: Ing. Martin Klečka
Position: CEO

In

Buyer:


Name: prof. Jan Řídký, DrSc.
Position: ředitel

OptiXs s.r.o.

Křižkova 37, 199 00 Praha 9
IČ: 020 6770 DIČ: C2901670
v.v...optixs.cz

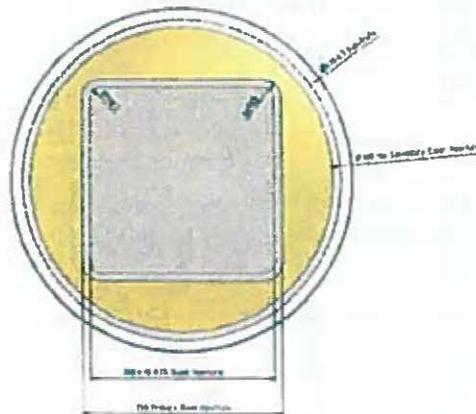
Handwritten mark

Confidentiality Level	<i>BL - Restricted for internal use</i>	TC ID / Revision	00137137/D
Document Status	<i>Document Released</i>	Document No.	N/A
WBS code	<i>3.3 L3 System</i>		
PBS code	<i>RA1.L3.HAPL.CMP.VCH.1.1</i>		
Project branch	<i>Engineering & Scientific documents (E&S)</i>		
Document Type	<i>Specification (SP)</i>		

[RSD product category C,D]

**Main Vacuum window for high average power laser
(L3 compressor window)**

TP16_159



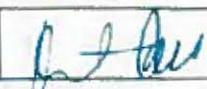
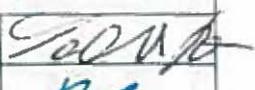
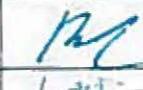
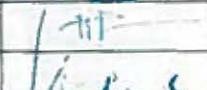
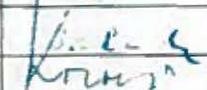
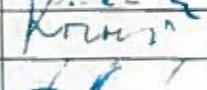
Keywords

N/A

	Position	Name
Responsible person	Chief Optical Designer of Laser Technology	Daniel Kramer
Prepared by	Chief Optical Designer of Laser Technology	Daniel Kramer

RSS TC ID/revision	RSS - Date of Creation	RSS - Date of Last Modification	Systems Engineer
010376/A.001	18.08.2016 07:37	18.08.2016 11:24	Marek Malý
010376/A.002	08.09.2016 16:09	08.09.2016 16:09	Aleksei Kuzmenko
010376/A.003	12.09.2016 18:44	12.09.2016 18:45	Aleksei Kuzmenko
010376/A.004	16.09.2016 12:15	16.09.2016 12:15	Aleksei Kuzmenko
010376/A	25.07.2016 18:50	16.09.2016 12:31	Aleksei Kuzmenko
010376/A.005	16.09.2016 12:38	16.09.2016 12:38	Aleksei Kuzmenko

Reviewed By

Name (Reviewer)	Position	Date	Signature
Alice Hamalová	Clean room specialist		NOTICE
Bedřich Rus	Scientific Coordinator of Laser Technology (RP1)	19/9/2016	
Jakub Jandourek	Infrastructure technology coordinator		NOTICE
Ladislav Půst	Manager installation of technology	19.9.2016	
Lukáš Brabec	Group Leader of Vacuum and Cryogenics	19.09.2016	
Martin Laub	Group leader of mechanics	19.9.2016	
Pavel Bakule	Deputy RP1 Leader	19.9.2016	
Pavel Korouš	Chief Engineer	19.9.2016	
Petr Procházka	Safety Coordinator	19.9.2016	
Viktor Fedosov	SE & Planning group leader; Quality Manager (Appointed temporarily)	19.9.2016	

Approved by

Name (Approver)	Position	Date	Signature
Bedřich Rus	Scientific Coordinator of Laser Technology (RP1)	19/9/2016	

Revision History / Change Log

Change No.	Made by	Date	Change description, Pages, Chapters	TC rev.
1, 2	D. Kramer, M. Malý	18.08.2016	RSD draft creation; to be checked with RSD author/responsible	A, B
3	D. Kramer, A. Kuzmenko	12.09.2016	RSD update, version for internal review	C
4	A. Kuzmenko	16.09.2016	Final version for approval	D

Table of Content

1. Introduction	4
1.1. Purpose	4
1.2. Scope.....	4
1.3. Terms, Definitions and Abbreviations	4
1.4. Reference documents	4
2. Functional, Performance and Design requirements.....	5
3. Environmental requirements.....	5
4. Transportation requirements.....	6
4.1. General requirements.....	6
4.2. Specific requirements.....	6
5. Safety Requirements	6
6. Quality control	7
6.1. Quality Reports (QRs)	7
6.2. Documentation and data control	7
6.3. Non-Conformance Control System	8
6.4. Verification Control Document (VCD).....	8
6.5. Phasing of the delivery	8
6.5.1. Qualification of Design	9
6.5.2. Manufacturing.....	9
6.5.3. Acceptance.....	10

1. Introduction

1.1. Purpose

This Requirements Specification Document (RSD) lists the technical requirements and constraints on system applying in RA1 programme of ELI project. This leads to the identification of interfaces with the ELI science based technology. This RSD also acts as the parent document for the technical requirements that need to be addressed in lower level design description documents.

1.2. Scope

This RSD contains functional, performance and design, transportation, safety, and quality requirements for the **L3 compressor window (CMW1)** within RP1/ L3 (PBS: RA1.L3.HAPL.CMP.VCH.1.1).

In addition to the requirements specified in this RSD, the CMW1 shall comply completely with the requirements given in the Reference documents [chapter 1.4].

1.3. Terms, Definitions and Abbreviations

For the purpose of this document, the following abbreviated terms are applied:

Abbreviation	Meaning
Al	Aluminum
Au	Gold
L3	Laser hall L3
ELI	Extreme Light Infrastructure
FWHM	Full Width at Half Maximum
GDD	Group Delay Dispersion
QR	Quality Report
RA1	Research activity 1
RSD	Requirement Specification Document
VCD	Verification Control Document

1.4. Reference documents

Number of document	Title of document
RD-01	TC#00137137-D_3.3_ES_SP_DRAWING-CMW1-L3-compressor-optics_compressor-window_TP16_159.pdf; CMW1_v2p2i_D

2. Functional, Performance and Design requirements

Functional, performance and design requirements for the L3 compressor window (**CMW1**) are summarized within reference drawing **RD-01** (CMW1_v2p2i_D; see chapter 1.4).

REQ-017940/A

Requirements for CMW1 S1 surface shall be conform to the parameters mentioned in the **Table 1** within reference drawing **RD-01**.

Specific Quality Report: II, III, IV (see REQ-017927/A)

REQ-017941/A

Requirements for CMW1 material shall be conform to the parameters mentioned in the **Table 2** within reference drawing **RD-01**.

Specific Quality Report: V (see REQ-017927/A)

REQ-017942/A

Requirements for CMW1 S2 surface shall be conform to the parameters mentioned in the **Table 3** within reference drawing **RD-01**.

Specific Quality Report: II, III, IV (see REQ-017927/A)

REQ-017943/A

Requirements for CMW1 transmitted wavefront shall be conform to the parameters mentioned in the **Table 4** within reference drawing **RD-01**.

Specific Quality Report: I (see REQ-017927/A)

3. Environmental requirements

REQ-017682/A

The Supplier and Contracting Authority shall agree on the cleaning method to clean devices without decreasing the devices' performance and to avoid contamination of clean space.

Note: The cleaning methods may use high gas flow (dry air) and specialized chemical cleaning liquids (i.e. methanol, isopropyl alcohol, deionized water).

4. Transportation requirements

4.1. General requirements

REQ-017676/A

The transportation to the final destination of the windows shall be conducted by the Supplier.

REQ-017681/A

The technologies and instruments shall be delivered in protective package preventing damage and contamination and a minimum of two plies separate clean packaging. The technologies shall be cleaned and packaged complying the cleanliness of class 7 according to ČSN EN ISO 14644.

4.2. Specific requirements

REQ-017939/A

Each window shall be placed in a PET-G container, double wrapped with clean plastic foils and placed in a wooden box for transport.

5. Safety Requirements

REQ-017685/A

The Supplier shall supply a Declaration of Conformity for each product type if the appropriate legislation determines the supplier's obligation to have a Declaration of Conformity for the purposes of a Device sale in the Czech Republic to fulfil the requirements of 2001/95/EC directive.

6. Quality control

6.1. Quality Reports (QRs)

REQ-017927/A

The Supplier shall perform following tests of product quality and provide corresponding **specific quality reports (I - V)**:

- I. Transmitted wavefront of the coated elements;
 - II. Reflectivity measured on witness sample of same material class;
 - III. Scratch-dig report;
 - IV. LIDT report or witness sample;
 - V. Substrate material report.
-

6.2. Documentation and data control

REQ-017928/A

The Supplier shall supply the following relevant manufacturing documents (extent as stipulated in contract):

- Full technical documentation;
- Handling, installation and maintenance manuals.

NOTE: Scope of the technical documentation shall be agreed with Contracting Authority.

REQ-017929/A

The Supplier shall use following data formats:

- *.dat (Zygo binary file format for interferograms)
 - *.JPG
 - *.PDF/A
 - CAD 2D: *.dwg
 - CAD 3D: *.stp; *.ste; *.step or other 3D CAD formats agreed with the CA
 - text processors *.doc, *.docx, OpenDocument Format
 - spreadsheet processors *.xls, *.xlsx, OpenDocument Format
 - presentations *.ppt, *.pptx; OpenDocument Format
 - *.HTML
-

REQ-017937/A

The Supplier shall provide following type of documents:

- 3D model (if available);
 - 2D drawings;
 - Printable format for text documents.
-

6.3. Non-Conformance Control System

REQ-017930/A

The Supplier shall establish and maintain a non-conformance control system compatible with CSN EN ISO 9001: 2010 edition 2.

6.4. Verification Control Document (VCD)

The **VCD** is a living document which shall be used throughout the entire Contract delivery and its phases (see chapter 6.5 Phasing of the delivery). **VCD** provides traceability during delivery phases (Qualification of Design, Manufacturing, Acceptance).

VCD represents a formal tool of communication between the Supplier and Contracting Authority (formal record, reporting tool).

VCD will be provided by Contracting Authority and it can be accommodated to Supplier's needs.

REQ-017931/A

The Supplier shall provide a Verification Control Document (VCD) for the reviews as agreed with the Contracting Authority.

NOTE 1: Guidelines for VCD preparation shall be provided by the Contracting Authority.

NOTE 2: The form of VCD will be agreed between the Contracting Authority and Supplier based on the best commercial praxis used by the Supplier.

NOTE3: VCD specifies **HOW** and **WHEN** each requirement is planned to be verified, when it was actually verified.

6.5. Phasing of the delivery

This chapter is intended to briefly summarize basic milestones of the Contract delivery. These milestones represent gates (checkpoints) where the quality of the delivery is to be evaluated.

Delivery shall not proceed past these gates unless their satisfactory accomplishment is approved by Contracting Authority.

Delivery lifecycle shall contain at least the following phases (**quality gates**):

- **Qualification of Design**
- **Manufacturing**
- **Acceptance**

6.5.1. Qualification of Design

Summary of what has to be provided by Supplier in terms of documentation (QRs) before starting the manufacturing. The goal is to verify primarily quality of provided window' **substrate** (corresponding QR, technical sheets, test reports) and **design documentation**.

Output of this phase is **Qualified Design**.

REQ-017932/A

The results of Qualification of Design phase of verification shall be recorded by the Supplier in **VCD** (see REQ-017931/A) before the ending of Qualified Design phase and shall contain the following information that shall be agreed by the Contracting Authority:

- structure and content of quality reports (see REQ-017927/A);
- **HOW** and **WHEN** each of the technical requirements related to the final product will be verified (through QR, see REQ-017927/A),
- procedures related to the testing during Manufacturing phase.

REQ-017933/A

Before the ending of Qualified Design phase the Supplier and the Contracting Authority shall agree on:

- detailed procedures related to the testing during Acceptance phase;
- common non-conformance control system (see REQ-017930/A).

6.5.2. Manufacturing

The goal is to demonstrate that the manufactured products meet the specified technical requirements (RSD) of the Contracting Authority.

This quality gate concerns primarily:

- **Testing at Supplier's site** (factory testing; before and after coating);
- **Packaging and shipping.**

Output of this phase is the **Final Product**.

REQ-018218/A

The results of the Manufacturing phase of verification shall be recorded by the Supplier in **VCD** (see REQ-017931/A).

6.5.3. Acceptance

The Acceptance phase (as defined in the Contract) shall demonstrate following:

- Final delivered products have been successfully verified and this process has been documented in an appropriate way through QRs (see REQ-017927/A, REQ-017932/A) and **VCD** (see REQ-017931/A);
- All detected non-conformities have been solved in accordance with REQ-017930/A;
- Final product is free of fabrication errors and is ready for the intended operational use.

Output of this phase is a **Verified Product**.

The results of Acceptance phase of verification shall be recorded by the Contracting Authority in **VCD**.

REQ-017934/A

Acceptance shall be carried out on the final delivered complete product.

REQ-017935/A

Acceptance shall be complete when the final delivered product complies with all specifications verified by the Supplier's outgoing tests (QRs, see REQ-017927/A) and by passing potential additional acceptance tests carried out by the Contracting Authority after delivery at its own premises.

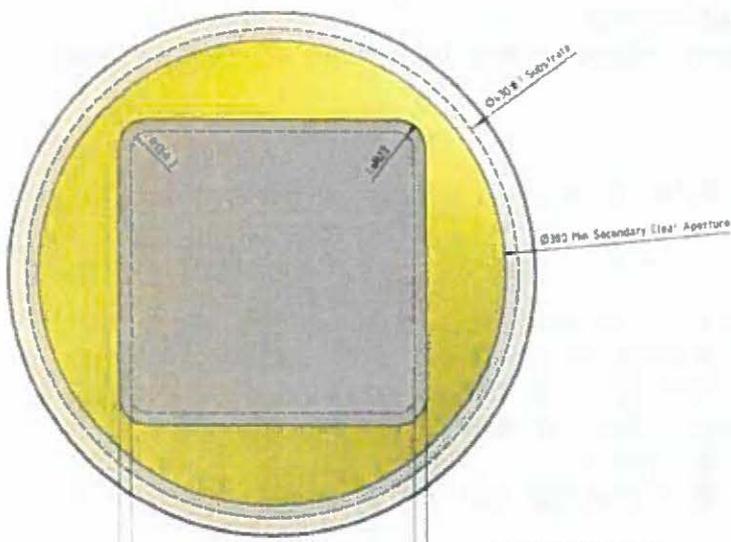
NOTE: Supplier's outgoing test will be carried out prior to shipping.

REQ-017936/A

In case of successful acceptance phase the Contracting Authority shall provide to the Supplier signed acceptance protocol.

REQ-017938/A

In case of unsuccessful acceptance stage the Contracting Authority shall provide to the Supplier Non-Conformance Report (NCR) and ELI non-conformance control process shall be applied (see REQ-017930/A).



Indications according to ISO 12710

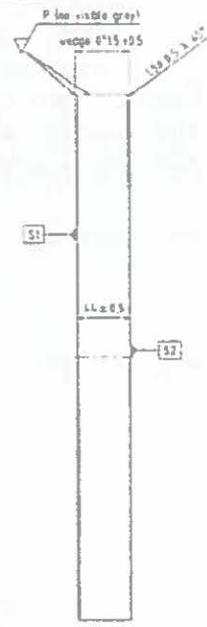


Table 4 (REQ-01794.3/A)

Transmitted wavefront PV* ± 63 nm over Primary Clear Aperture
 (*PV stands for P-V of fit of 20 Zernike polynomials - 1 + 90% of the result after the fit)

Edge chims polished

Arrow to be placed on the barrel pointing to S1 perpendicular to the wedge axis

Table 1 (REQ-01194.0/A)

Primary Clear Aperture
Coating Rms ± 0.5% over Δλ, Rang = 0.25% (Target Rang = 0.15%) Δλ = 0.2
environment: Air 50% RH, 20±2°C, Δt = 15mm, ΔD = 0.001mm
Secondary clear aperture same parameters best effort

Table 2 (REQ-01194.2/A)

Material: Synthetic Fused Silica
Primary Clear Aperture
1/λ ± 0.00
2/λ ± 5 DPWR subtracted
Secondary Clear Aperture
0.1%
approx weight 11.8g

Table 3 (REQ-01794.2/A)

S1 Primary Clear Aperture
Coating Rms ± 0.5% over Δλ, Rang = 0.25% (Target Rang = 0.15%) Δλ = 0.2
environment: High Vacuum 1E-6mbar ± 0.1% RH, Δt = 15mm, ΔD = 0.001mm
Secondary Clear Aperture same parameters best effort
0.05%

TC#00137137/D
CMW1_v2p2i_D

Quotation

NAV0502/1617

Supplier:  OptiXs, s.r.o. Krivoklátská 37/9 19900 Praha Czech Republic ID: 02016770 VAT: CZ02016770 Phone: +420 212 247 293 Fax: Mobile: +420 607 014 276 Email: info@optixs.cz Web: www.optixs.cz	Billing address Fyzikální ústav AV ČR, v.v.i. Na Slovance 1999/2 18200 Praha Czech Republic ID: 68378271 VAT: CZ68378271
	Shipping address Fyzikální ústav AV ČR, v.v.i. ELI Beamlines Na Slovance 1999/2 18200 Praha Czech Republic
Form of payment: Mode of transport:	Destination: Fyzikální ústav AV ČR, v.v.i. / ELI Průmyslová 836 25241 Dolní Břežany Czech Republic
Due date: Issue date: 31.10.2016	Demand number: -

Item description	Quantity	Unit	Discount [%]	Unit price	VAT rate	Base amount [Kč]	Total amount [Kč]
Vacuum window material in accordance with drawing P/N CMW1_v2p21_D	2,00	pcs		0,00	21,00	0,00	0,00
OC-ELP-16-0210B-10							
Fabrication and coating only for vacuum window in accordance with drawing P/N CMW1_v2p21_D	2,00	pcs		0,00	21,00	0,00	0,00
OC-ELP-16-0210B-20							
Non-Recurring Engineering Charge for vacuum window in accordance with drawing P/N CMW1_v2p21_D	1,00	pcs		0,00	21,00	0,00	0,00
OC-ELP-16-0210B20NRE							
Total price	1,00	pcs		1 995 525,00	21,00	1 995 525,00	2 414 585,25

Delivery term: 37 from the effectiveness of the purchase contract.
 Validity of the quotation - 60 days from the last day of bid submitting period.
 Warranty: 12 months (against defects in manufacturing).

VAT recapitulation in Kč

Base amount 0%	0,00	VAT 0%	0,00
Base amount 10%	0,00	VAT 10%	0,00
Base amount 15%	0,00	VAT 15%	0,00
Base amount 21%	1 995 525,00	VAT 21%	419 060,25
Total amount:	1 995 525,00		419 060,25

Base [Kč]	1 995 525,00
Total amount [Kč]	2 414 585,25

OptiXs, s.r.o.

Krivoklátská 37, 199 00 Praha 9
 IČ: 02016770 DIČ: CZ02016770
 www.optixs.cz

Stamp and signature

Registration:

Registrováno u Městského soudu v Praze pod číslem C 212818 / Registered at City Court in Prague under n. 212818

