



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



PURCHASE CONTRACT

This purchase contract ("**Contract**") was concluded pursuant to section 2079 *et seq.* of the act no. 89/2012 Coll., Civil Code ("**Civil Code**"), on the day, month and year stated below by and between:

- (1) **Fyzikální ústav AV ČR, v. v. i.,**
(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, PSČ: 182 21,
registration no.: 68378271,
represented by: RNDr. Michael Prouza, PhD. – director
("Buyer"); and
- (2) **Hermetic Sealing Srl,**
with its registered office at: Via San Quintino 40 – 10121 Torino (TO) - Italy
registration no.: REA 1217903,
represented by: Roberto Cometti , Managing Director
("Seller").

(The Buyer and the Seller are hereinafter jointly referred to as "**Parties**" and individually as "**Party**".)

WHEREAS

- (A) The Seller wishes to provide the Object of Purchase to the Buyer for consideration.
- (B) The Seller's bid for the public procurement entitled "**Power Transmission line for Thomson Parabola Spectrometer**", whose purpose was to procure the Object of Purchase ("**Public Procurement**"), was selected by the Buyer as the most suitable.



IT WAS AGREED AS FOLLOWS:

1. BASIC PROVISIONS

- 1.1 Under this Contract the Seller shall deliver to the Buyer the power transmission line for Thomson Parabola Spectrometer with components as described in integral Annex 1 (Technical Specification) to this Contract in the required quality and with the properties and software described therein ("**Object of Purchase**") and shall transfer to the Buyer ownership right to the Object of Purchase, and the Buyer shall take over the Object of Purchase and shall pay the Seller the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.
- 1.2 Under this Contract the Seller shall also carry out the following activities ("**Related Activities**"):
- a) provide a design suggestion as stipulated in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 1 (Purchase price sheet).
 - b) deliver, test, clean and pack a component of Object of Purchase as stipulated in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 2 (Purchase price sheet).
 - c) deliver, test, clean and pack components of Object of Purchase as stipulated in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 3 (Purchase price sheet).
 - d) manufacture deliver, test, clean and pack the Object of Purchase and all documents required in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 4 (Purchase price sheet).

2. THE PLACE OF DELIVERY

The place of delivery is at the address: Fyzikální ústav AV ČR v.v.i/ ELI-Beamlines, Průmyslová 836, 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.

3. THE TIME OF DELIVERY

3.1 The Seller shall

- a) provide a provide a design suggestion as stipulated in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 1 (Purchase price sheet) within 3 months of the signature of this Contract. After the approval of the design the Buyer will sign the approval protocol;



- b) deliver, test, clean and pack a component of Object of Purchase as stipulated in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 2 (Purchase price sheet) within 7 months of the approval of the design. After the delivery of a component the Buyer will sign the delivery note.
- c) deliver, test, clean and pack components of Object of Purchase as stipulated in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 3 (Purchase price sheet) within 7 months of the approval of the design. After the delivery of components the Buyer will sign the delivery note..
- d) manufacture deliver, test, clean and pack the Object of Purchase and all documents required in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 4 (Purchase price sheet) Activities within 16 months of the signature of this Contract. After the handover of the Object of Purchase contractual parties will sign the acceptance protocol.

4. THE OWNERSHIP RIGHT

The ownership right to the each components of the Object of Purchase shall be transferred to the Buyer upon the signature of the delivery notes or the acceptance protocol.

5. PRICE AND PAYMENT TERMS

- 5.1 The purchase price for the Object of Purchase is stated in Annex 2 – (Purchase Price sheet).
- 5.2 The Purchase Price cannot be exceeded and includes all costs and expenses of the Seller related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the handover of the Object of Purchase and execution of Related Activities, costs of copyright, insurance, customs, software, warranty service and any other costs and expenses connected with the performance of this Contract.
- 5.3 The Purchase Price shall be paid in four payments according Art. 5.4 of the Contract and in the amount stipulated in Annex 2 (Purchase price sheet) for each phase.
- 5.4 The Seller is entitled to issue the invoice for each payment:
 - a) after the approval of design by Buyer will be signed the approval protocol. Copy of the approval protocol must be attached to the invoice. The invoice must be delivered to the Buyer without undue delay after the signature of the approval protocol. The invoice shall have only the electronic form and shall be submitted to the email address: efaktury@fzu.cz.



- b) after the delivery a component of Object of Purchase as stipulated in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 2 (Purchase price sheet). Copy of the delivery note must be attached to the invoice. The invoice must be delivered to the Buyer without undue delay after the signature of the delivery note. The invoice shall have only the electronic form and shall be submitted to the email address: efaktury@fzu.cz.
- c) after the delivery components of Object of Purchase as stipulated in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 3 (Purchase price sheet). Copy of the delivery note must be attached to the invoice. The invoice must be delivered to the Buyer without undue delay after the signature of the delivery note. The invoice shall have only the electronic form and shall be submitted to the email address: efaktury@fzu.cz.
- d) after handover of Object of Purchase. Copy of the Acceptance Protocol must be attached to the invoice. The invoice must be delivered to the Buyer without undue delay after the signature of the Acceptance Protocol. The invoice shall have only the electronic form and shall be submitted to the email address: efaktury@fzu.cz.
- 5.5 The Buyer shall realize payments on the basis of duly issued invoices within 30 days from their receipt.
- 5.6 The invoice issued by the Seller as a tax document must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Seller in accordance with this Contract shall contain in particular following information:
- a) Name and registered office of the Buyer,
 - b) Tax identification number of the Buyer,
 - c) Name and registered office of the Seller,
 - d) Tax identification number of the Seller,
 - e) Registration number of the tax document,
 - f) Scope of the performance (including the reference to this Contract),
 - g) Date of the issue of the tax document,
 - h) Date of the fulfilment of the Contract,
 - i) Purchase Price,
 - j) Registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller's request before the issuance of the invoice,



- k) Declaration that the performance of the Contract is for the purposes of a project, which the Buyer shall communicate to the Seller based on Seller's request before the issuance of the invoice.

5.7 In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Seller during its maturity period and this shall not be considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice to the Buyer.

6. **SELLER'S RIGHTS AND DUTIES**

6.1 The Seller shall ensure that the Object of Purchase and Related Activities are in compliance with this Contract including all its annexes and applicable legal (e.g. safety), technical and quality norms.

6.2 During the performance of this Contract the Seller proceeds independently. If the Seller receives instructions from the Buyer, the Seller shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Seller finds out or should have found out if professional care was exercised that the instructions are for any reason inappropriate or illegal or in contradiction to this Contract, then the Seller must notify the Buyer.

6.3 All things necessary for the performance of this Contract shall procure the Seller, unless this Contract stipulates otherwise.

6.4 In the case of unavailability of certain quoted components of the Object of the Purchase mentioned in the Seller's technical specification the Seller is entitled to substitute such components with equal or better quality components.

7. **HANDOVER OF THE OBJECT OF PURCHASE**

7.1 Handover and takeover of the Object of Purchase shall be realized on the basis of an acceptance protocol.

7.2 If the Seller fails to duly carry out all Related Activities or if the Object of Purchase does not meet requirements of this Contract, the Buyer is entitled to refuse the takeover of the Object of Purchase. In such a case the Seller shall remedy the deficiencies within ten (10) working days, unless Parties agree otherwise. The Buyer is entitled (but not obliged) take over the Object of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation of the Object of Purchase. In such a case the Seller and the Buyer shall list the deficiencies in the acceptance protocol, including the manner and the date of their removal (remedy). If the Parties do not reach agreement in the acceptance protocol regarding the date of the removal, the Seller shall remove the deficiencies within ten (10) working days.



8. WARRANTY

- 8.1 The Seller hereby provides a warranty of quality of components of the Object of Purchase for the period of 24 months. If on the warranty list or other document is the warranty period of longer duration, then this longer warranty period shall have priority over the period stated in this Contract.
- 8.2 The warranty period shall begin on the day :
- a) the delivery a component of Object of Purchase as stipulated in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 2 (Purchase price sheet).
 - b) the delivery components of Object of Purchase as stipulated in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 3 (Purchase price sheet).
 - c) the handover of Object of Purchase as stipulated in Annex 1 (Technical Specification) and in Annex 2 in column A Phasing No. 4 (Purchase price sheet).
- 8.3 The Seller shall remove defects that occur during the warranty period free of charge.
- 8.4 If the Buyer ascertains a defect of the Object of Purchase during the warranty period, the Buyer shall notify such defect without undue delay to the Seller. Defects may be notified on the last day of warranty period, at the latest.
- 8.5 The Buyer notifies defects in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: info@hermetic-sealing.com.
- 8.6 In the notification the Buyer shall describe the defect and the manner of removal of the defect. The Parties shall agree on the manner of defects removal. If the Parties do not reach the agreement, the Buyer has the right to:
- a) request removal of the defect by the delivery of new Object of Purchase or its individual parts, or
 - b) request removal of the defect by repair, or
 - c) request adequate discount from the Purchase Price.
- The choice among the above mentioned rights belongs to the Buyer. However, in case of a removable defect that occurs for the first time the Buyer shall not request removal of the defect by delivery of new Object of Purchase or its individual parts.
- 8.7 The Seller shall remove the defect within 30 working days. In cases where it is not possible for objective reasons proven to the Buyer by the Seller the Parties shall agree on another sufficient deadline.



- 8.8 Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the confirmation that the defect was removed. The warranty period shall be extended by a period of time that elapses between the notification of the defect until its removal in cases where the Buyer was prevented from using the Object of Purchase for its intended purpose.
- 8.9 In case that the Seller does not remove the defect within stipulated time or if the Seller refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Seller shall reimburse these costs within 10 days after the Buyer's request to do so.
- 8.10 The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller's instructions for the operation and maintenance of the Object of Purchase.
9. **RIGHT OF WITHDRAWAL, CONTRACTUAL PENALTIES**
- 9.1 The Buyer is entitled to withdraw from this Contract, if any of the following circumstances occur:
- a) the Seller is in delay with the fulfilment of this Contract and such delay lasts more than 6 weeks; or
 - b) the insolvency proceeding is initiated against the Seller.
- 9.2 If the Seller is in delay regarding the delivery of the components of Object of Purchase, i.e. the Seller breaches its duty to perform this Contract in time and due manner, the Seller shall pay to the Buyer a contractual penalty in the amount of 0.05% from the Purchase Price (excl. VAT) of each component for each (even commenced) day of delay.
- 9.3 If the Seller is in delay with removal of a defect of the component of Object of Purchase, the Seller shall pay to the Buyer a contractual penalty in the amount of 0.02% of the Purchase Price of each component of the Object of Purchase for each (even commenced) day of delay.
- 9.4 The Seller shall pay contractual penalties within fifteen (15) days from the day, on which the Buyer enumerated its claims. The payment of contractual penalties shall not affect the right of the Buyer to damages in the amount in which such damages exceed the contractual penalty.
- 9.5 Total amount of contractual penalty that the Buyer is entitled to claim for late delivery of the Object of Purchase shall not exceed 20 % of the Purchase Price.
- 9.6 The Buyer is entitled to unilaterally set off claims arising from the contractual penalties against the claim of the Supplier for the payment of the Purchase Price.



10. SPECIAL PROVISIONS

By signing this Contract, the Seller becomes a person that must cooperate during the finance control within the meaning of Section 2 letter e) of the act no. 320/2001 Coll., on finance control in the public administration, and shall provide to the Directing Body of the Operational Programme Research, Development and Education or other control bodies access to all parts of the bid, Contract or other documents that are related to the legal relationship formed by this Contract. This duty also covers documents that are subject to the protection in accordance with other acts (business secrets, secret information, etc.) provided that control bodies fulfil requirements stipulated by these acts. The Seller shall secure that all its subcontractors are also obliged to cooperate with control bodies in the above stipulated extent. The possibility of effective control must be preserved until the year 2029.

11. FINAL PROVISIONS

- 11.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.
- 11.2 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferably settled by a mutual negotiation. In case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.
- 11.3 All modifications and supplements of this Contract must be in writing.
- 11.4 If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract in such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.
- 11.5 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 11.6 An integral parts of this Contract are Annex 1 (Technical Specification - RSD) and Annex 2 (Purchase price sheet) . If Annex 1 (Technical Specification) uses the term “Contracting Authority” or “contracting authority” it means Buyer. If Annex 1 (Technical Specification) uses the term “Supplier” or “supplier” it means Seller.
- 11.7 This Contract shall become valid on the date of the signature of both Parties and effective on the day of its publication in the register of contracts according to the respective legal regulation.

IN WITNESS WHEREOF attach Parties their handwritten signatures:



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



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

Buyer

Signature: _____

Name: RNDr. Michael Prouza, PhD.

Position: director

Date:

Seller

Signature: _____

Name: Roberto Cometti

Position: Managing Director

Date: _____



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MINISTRY OF EDUCATION,
YOUTH AND SPORTS

ANNEX 1

TECHNICAL SPECIFICATION - RSD

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



ANNEX 2
PURCHASE PRICE SHEET

PRICE SHEET

Phasing	Item	Quantity [pcs]	Price per item without VAT [EUR]	Price per quantity without VAT [EUR]	RSD
1	Design	1	3 000,00	3 000,00	REQ-026639/A
2	100kVolt HV vacuum feedthrough with 4 mm conductor	4	11 900,00	47 600,00	REQ-026640/A and chap 2.2
3	Extension rod AISI 316L diam 4mm	2	120,00	240,00	REQ-026672/A
	BeCu connection tools	5	19,50	97,50	REQ-026672/A point 3
	Electrode AISI 316L	2	300,00	600,00	REQ-026672/A point 1
	ISO-K160 with 9x MIL-C 19-way feedthroughs	1	2 800,00	2 800,00	REQ-026673/A
	Air and vacuum connectors 19-way for the above flange	18	75,00	1 350,00	REQ-026674/A
	Crimping tool for MIL-C connectors	1	450,00	450,00	REQ-026675/A
	Set of insertor / extractor for MIL-C connectors	1	300,00	300,00	REQ-026675/A
	ISO-K63 to CF100 adaptor	1	290,00	290,00	REQ-026677/A
	Total for phase 3				6 127,50
4	3 way cross DN100CF length about 220mm	4	650,00	2 600,00	chap 2.5, REQ-026664/A, REQ-026665/A, REQ-026666/A, REQ-026667/A
	Nipple adaptor CF100-CF40 length about 185mm	4	270,00	1 080,00	chap 2.5, REQ-026668/A, REQ-026669/A
	CF100 copper gaskets (pack of 10)	3	42,00	126,00	chap 2.5, REQ-026671/A, these are the orings for DN 100 CF (gasket or o-ring is the same)
	CF40 copper gaskets (pack of 10)	3	15,00	45,00	chap 2.5, REQ-026671/A, these are the orings for DN 40 CF (gasket or o-ring is the same)
	Set of 25 bolts, nuts and washers M8x50 for CF100 flange	3	17,00	51,00	chap 2.5, REQ-026671/A, these are the bolts
	Set of 25 bolts, nuts and washers M6x35 for CF40 flange	3	12,00	36,00	chap 2.5, REQ-026671/A, there are the bolts
	Extension rod AISI 316L diam 4mm	4	120,00	480,00	chap 2.4
	BeCu connection tools	4	19,50	78,00	chap 2.4
	Electrode AISI 316L	4	300,00	1 200,00	chap 2.3
	Total for phase 4				5 696,00
Total bid price [EUR]				62 423,50	