**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

1. **remX GmbH,**

with its registered office at:Eggerten 19, 7646 Bruchsal,

registration no.: HRB 702494,

represented by: Marco Mostert

enrolled in the commercial registered kept by Amtsgericht Mannheim

(“**Seller**”).

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

**whereas**

1. The Seller wishes to provide the Object of Purchase to the Buyer for consideration.
2. The Seller’s bid for the public procurement entitled “***High Vacuum RF Plasma Cleaning System\_SP19\_002***”, 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:**

# basic provisions

## Under this Contract the Seller shall deliver to the Buyer1 complete unit of High Vacuum Plasma Cleaning System asdescribed in integral Annex 1 (*Technical Specification*)to this Contract in the required quality andwith the propertiesand softwaredescribed 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.

## Under this Contract the Seller shall also carry out the following activities (“**Related Activities**”):

#### transport the Object of Purchase to the place of delivery;

#### deliver to the Buyer all documents required in the Technical specification (as declarations, manuals etc.);

# 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.

# the time of delivery

## The Seller shall deliver one unit of the Object of Purchase and shall carry out Related Activities from eight (8) weeks of the signature of this Contract.

# The ownership right

## The ownership right to each unit of the Object of Purchase shall be transferred to the Buyer upon the signature of the handover protocol (delivery note).

# price and payment terms

## The purchase price for the each unit of Object of Purchase is 25.160,00 EUR(“**Purchase Price**”) without value added tax (“**VAT**”). VAT will be paid in accordance with the applicable legal regulations.

## 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.

## The Purchase Price for each unit of the Object of Purchase shall be paid on the basis of a tax document – invoice, to the account of the Seller designated in the invoice. **The Purchase Price shall be paid after the delivery of the Object of purchase to the place of delivery and after the signature of the handover protocol by the Buyer**.

## The Buyer shall realize payments on the basis of duly issued invoices within 30 days from their receipt.

## 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:

#### Name and registered office of the Buyer,

#### Tax identification number of the Buyer,

#### Name and registered office of the Seller,

#### Tax identification number of the Seller,

#### Registration number of the tax document,

#### Scope of the performance (including the reference to this Contract),

#### Date of the issue of the tax document,

#### Date of the fulfilment of the Contract,

#### Purchase Price,

#### Registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller’s request before the issuance of the invoice,

#### 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.

## In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Seller during it 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.

# Seller’s RIGHTS AND duties

## The Seller shall ensure thatthe unit of 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.

## 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.

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

## In the case of unavailability of certain quoted components of the unit 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.

# Handover of the Object of purchase

## Handover and takeover ofthe unit of the Object of Purchase shall be realized on the basis of a handover protocol (delivery note).

## If the Seller fails to duly carry out all Related Activities or ifthe unit of the Object of Purchase does not meet requirements of this Contract, the Buyer is entitled to refuse the takeover of each unit of the Object of Purchase. In such a case the Seller shall remedy the deficiencies within twenty(20) working days, unless Parties agree otherwise. The Buyer is entitled (but not obliged) takeoverthe unit of the Object of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation each unit of the Object of Purchase. In such a case the Seller and the Buyer shall list the deficiencies in the handover protocol, including the manner and the date of their removal (remedy). If the Parties do not reach agreement in the handover protocol regarding the date of the removal, the Seller shall remove the deficiencies within twenty (20) working days.

# warranty

## The Seller herebyprovides a warranty of quality ofthe unit of the Object of Purchase for the period of 12months. 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.

## The warranty period shall begin on the day of the signature of the handover protocol by both Parties.

## The Seller shall remove defects that occur during the warranty period free of charge.

## 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.

## The Buyer notifies defects in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: mm@samx.eu.

## 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:

#### request removal of the defect by the delivery of new Object of Purchase or its individual parts, or

#### request removal of the defect by repair, or

#### 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.

## The Seller shall remove the defect within 3 weeks. 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.

## 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 each unit of the Object of Purchase for its intended purpose.

## 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.

## The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller’s instructions for the operation and maintanence of each unit of the Object of Purchase.

# right of withdrawal, contractual Penalties

## The Buyer is entitled to withdraw from this Contract, if any of the following circumstances occur:

#### the Seller is in delay with the fulfilment of this Contract and such delay lasts more than 2 weeks; or

#### the insolvency proceeding is initiated against the Seller.

## In the event the Seller is in delay with performance as stipulated by 3.1 of this Contract, the Seller shall pay to the Buyer the contractual penalty in the amount of 0.01% of the Purchase Price for each, even commenced day of delay and for every individual case of delay.

## In the case where the Seller fails to remove defects within the periods stipulated in the Contract, the Seller shall pay to the Buyer a contractual penalty in the amount of 500.00 CZK for each defect and for each day of delay.

## If the Buyer fails to pay the Purchase Price 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.

## 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.

## 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.

## Total amount of contractual penalties, which the Buyer is entitled to enforce pursuant to this Contract, shall not exceed 10 % of the Purchase Price.

# 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 acces 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.

# Final provisions

## This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.

## All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferable 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.

## All modifications and supplements of this Contract must be in writing.

## If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract is 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.

## This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.

## An integral parts of this Contract areAnnex 1 (*Technical Specification -\_RSD*). IfAnnex 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.

## This Contract shall become valid on the date of the signature of both Parties and affective 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:

**Buyer**

|  |
| --- |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: RNDr. Michael Prouza, PhD. |
| Position: directorDate:  |

**Seller**

|  |
| --- |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: Marco Mostert |
| Position: DirectorDate: 24.09.2019 |
|  |

**Annex 1**

**technical specification – RSD**

**Quotation**



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| **Responsible person** | RP3&ELIMAIA Team Leader | Daniele Margarone |
| **Prepared by** | Senior Researcher ELIMAIA | Andriy Velyhan |

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| Veronika Olšovcová | Safety Manager | *NOTICE (RSD product category A)* |
| Viktor Fedosov | SE & Planning Group Leader;Quality Manager | *NOTICE (RSD product category A)* |

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| **Approved by** |
| Name (Approver) | Position | Date | Signature |
| Daniele Margarone | RP3&ELIMAIA Team Leader |  |  |

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| --- |
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| 3 | M.Jonášová | 11.09.2019 | Finální verze RSD (released) | C |

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# Introduction

## Purpose

This Requirements Specification Document (RSD) lists the technical requirements and constraints on product applying in RA1 program of ELI project. This can lead to the identification of product 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.

## Scope

This RSD contains all of the technical requirements: functional, performance, operational and design, and transportation & installation, safety and quality requirements for the following product: **SPARE PART-High Vacuum RF Plasma Cleaning System** (further “**PRC system**”)within ***RP3***.1 complete unit shall contain RF plasma generator producing oxygen radicals thanks to a controlled bleed of highly filtered air.

The PRC systems will be used for regular cleaning of high vacuum systems within the ELI Beamlines project. This product is registered in the PBS database under the following code: ***E.E4.ELMA.1014****.*

This PRC system is a **product Category A** according to the ELI Beamlines RSD categories. Category A is an Off-the-Shelf Product without customization that does not require any design modifications of the product. All verification activities performing by a supplier shall be executed in accordance with the supplier’s plan of outgoing inspection and tests. The verification of all specified parameters listed in this RSD will be undertaken by the supplier before delivery to the ELI Beamlines facility. All nonconformities (if any) must be addressed by the supplier in a timely manner.

## Terms, Definitions and Abbreviations

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

| **Abbreviation** | **Meaning** |
| --- | --- |
| CA | Contracting Authority (Institute of Physics CAS) |
| ELI | Extreme Light Infrastructure |
| E4 | Experimental Hall 4 |
| PRC | High Vacuum RF Plasma Cleaning System |
| RP3 | Research activity 3 |
| RSD | Requirements Specification Document |
| RF | Radio frequency |
| 3D | Three-dimensional |

## References to Standards

If this document includes references to standards or standardized technical documents the Contracting Authority accepts also another equal solution within the meaning of §90, paragraph 3 of Act No. 134/2016 Coll. If the Supplier offers another equal solution, the Supplier shall document the fact that the product accomplished fulfills in an equivalent manner the requirements defined by the technical conditions by reference to standards or technical documents. This provision does not apply to decrees, regulations of authorized regulatory bodies, government regulations of the Czech Republic, laws of the Czech Republic or regulations (or parts thereof) at their level.

# General Functional, Performance and Design Requirements

REQ-027580/A

The Supplier shall provide the **3D model** of the PRC system sufficient for integration within the vacuum systems.

REQ-027581/A

The minimum **operating pressure** of the PRC system shall be less or equal to 2x10-3mbar.

REQ-027582/A

The plasma within the PRC system shall **initiate** in a vacuum vessel with starting pressure less or equal to 2x10-6mbar.

REQ-027583/A

The maximum **operating pressure** of the PRC system shall be higher or equal to 0.7mbar.

REQ-027584/A

The PRC system shall operate with RF of 13.56 MHz in order to dominantly produce oxygen radicals.

REQ-027585/A

The maximum continuous operating power of the PRC RF system shall be higher or equal to 45W.

REQ-027586/A

The PRC system shall automatically control the input of air to ignite and sustain the plasma in high vacuum conditions at pressures above 10-4 mbar.

REQ-027587/A

The air intake shall contain **particle filters** with efficiency higher than 99.999% for sizes of 0.01 μm and above with a Swagelok type interface.

REQ-027588/A

Vacuum flange connection shall be of type **KF40**.

REQ-027589/A

The PRC system shall be delivered with a screen allowing **wireless setup and operation** of the controller.

REQ-027590/A

The minimum length of cables between controller and plasma generation unit shall be 2 m.

# Packaging and Delivery Requirement

REQ-027591/A

The transportation to the final destination and the installation of the technologies and the instruments shall be conducted by the Supplier.

REQ-027592/A

The Supplier and the CA 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 temperatures (baking out), high gas flow (dry air) and specialized chemical cleaning liquids (alcohol, Isopropyl alcohol, demineralized water*).

REQ-027593/A

All the parts of the system shall be cleaned on best effort basis prior to packaging and double wrapped. Container with sufficient padding shall be used for transport.

# Safety Requirements

REQ-027594/A

The Supplier shall supply a Declaration of Conformity or any other equivalent document legally recognized and accepted in the Czech Republic for each product type if the appropriate legislation determines the Supplier's obligation to have a Declaration of Conformity (or the equivalent document) for the purposes of a Device sale in the Czech Republic to fulfill the requirements of 2001/95/EC directive or applicable Czech law.

# Quality Requirements

REQ-027596/A

The Supplier shall provide **Instructions for use** (**Product User Manual**) as part of the delivered Product. The Instructions for use shall be written in accordance with standard ČSN EN 82079-1 (or equivalent, e.g. EN 82079-1) and shall include the instructions and descriptions regarding the following:

* transport, handling and storage;
* installation;
* user manual for the software or libraries and for communication protocol;
* safe operation and maintenance procedures.

*NOTE: As an alternative to standard ČSN EN 82079-1 (or equivalent, e.g. EN 82079-1).*

REQ-027597/A

The Supplier shall provide information on execution of outgoing check of the Product. At least this information shall comprise declaration about execution of outgoing check and declaration of conformity with technical requirements defined by the product RSD and completeness of the Product.

*NOTE: Alternatively the Supplier might provide the CA with information (e.g.: catalogue/technical data sheets, product manuals or other similar documentation) subject to the condition that such documentation is detailed enough to prove meeting all requirements stipulated herein.*

REQ-027598/A

The Supplier shall establish and maintain a nonconformity control system compatible with ČSN EN ISO 9001 (equivalent to EN ISO 9001).