

## CONTRACT ON EQUIPMENT MAINTENANCE

### CONTRACTING PARTIES:

**VSB – Technical University of Ostrava  
IT4Innovations National Supercomputing Center**

place of business: 17. listopadu 2172/15, 708 00 Ostrava – Poruba, Czech Republic  
represented by: Assoc. Prof. Vít Vondrák, PhD., Managing Director of IT4Innovations  
ID no.: 61989100  
VAT no.: CZ61989100  
Bank connection: ČSOB, a.s.  
Acc. no.: [REDACTED]  
(hereinafter the "Client")

a

**TeraView Ltd**

place of business: 1, Enterprise, Cambridge Research Park, Cambridge, CB25 9PD,  
United Kingdom  
represented by: not applicable  
ID no.: 04126946  
VAT no.: 770 8883 84  
Bank connection: [REDACTED]  
Acc. no.: [REDACTED]  
(hereinafter the "Contractor")

The Client and the Contractor hereinafter in this contract as the "contracting parties", on this day concluded the contract on the

**maintenance of the equipment TeraView TPS Spectra 3000+**  
(hereinafter the "Contract")

### 1. Introductory provisions and purpose of the Contract

- 1.1 The Client concludes this Contract with the Contractor for the purpose of execution of performance specified in Article 2 (2.1) hereof. For this purpose, the Client conducted a market survey in accordance with internal directive TUO\_SME\_18\_004 on public procurement, based on which the Contractor's offer was selected as the most suitable bid for the performance of the public contract.
- 1.2 The Contractor is bound by its offer submitted to the Client within the framework of the market survey preceding the conclusion of this Contract.

### 2. Subject of the Contract

- 2.1 The subject of the Contract is the maintenance of the TeraView TPS Spectra 3000+ owned by IT4Innovations National Supercomputing Center. Specifically, the maintenance consists of delivery and replacement of the Motorized waveplate mount and all related work to ensure the functionality of the above specified equipment (all hereinafter referred to as the "Performance"). The Contractor

undertakes that the material used to perform the performance according to the Annex no. 1 of the Contract will be unused, in the highest quality, i.e. I. quality.

- 2.2 The Client and the Contractor agree that the Performance based on the above specification is sufficiently definite and comprehensible, especially in terms of the scope of performance, form and quality conditions to be observed during its implementation.
- 2.3 The Client is obliged to accept the performed Performance and pay the Contractor the price of the Performance under the conditions and in the manner specified in this Contract.
- 2.4 By this Contract, the Client undertakes to provide the Contractor with the necessary co-operation in providing the Contractor's Performance to the extent arising from this Contract.
- 2.5 Any subsequent work or deliveries supplementing or replacing the Performance under this Contract must be agreed in writing by the contracting parties in advance, including an agreement to change the price of the Performance as a result of subsequent work or deliveries, in full compliance with the relevant legal regulations, in particular the relevant provisions of the Act. No. 134/2016 Coll., on Public Procurement, as amended. If the event that the Contractor performs subsequent work or deliveries in contravention of this paragraph of this Contract, the Contractor shall not be entitled to any financial compensation of such additional work or deliveries or any other compensation towards the Client.

### **3. Time and place of the Performance**

- 3.1 The Contractor undertakes to commence the Performance within 2 weeks from the effective date of this Contract.
- 3.2 The Contractor undertakes to perform the Performance in its entirety, i.e. to hand over the Performance to the Client pursuant to Article 2 (2.1) of the Contract, by the date, which will be specified between the Contractor and Client individually.
- 3.3 The place of performance is the IT4Innovations National Supercomputing Center located on the premises of the Client's place of business in Ostrava-Poruba, Studentská 6231/1B, Czech Republic.

### **4. Execution of the Performance**

- 4.1 The manner of execution of the Performance shall be governed by the conditions specified in the Contractor's offer, which forms Annex no. 1 hereto.
- 4.2 Contracting parties agree that upon execution of the Performance the contracting parties shall draw up a handover protocol demonstrating that the Performance has been performed by the Contractor duly and on time.

### **5. Performance price and payment terms**

- 5.1 Total price of the Performance specified in Article 2 of the Contract is set by the contracting parties at the amount of EUR 5,254 excl. VAT, whereas the division of the total price is specified in Annex no. 1 of the Contract.
- 5.2 The total price of the Performance includes all costs associated with the Performance, e.g. costs related to transport to the place of Performance, eventual insurance, etc. The Client does not provide advance payments.
- 5.3 Payment terms of the Performance are specified in the Annex no. 1 of the Contract.

**6. Validity and effective date of the Contract, Withdrawal from the Contract**

- 6.1 This Contract shall enter into force on the date of its signature by the last contracting party. The Contract becomes effective on the day of its publication on the contracting authority's profile, resp. in the Register of Contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and on the Register of Contracts (Act on the Register of Contracts), as amended. The Client shall ensure publication of the Contract in the Register of Contracts.
- 6.2 The conditions for termination of this Contract prior to the execution of the Performance are set out in Annex no. 1 of the Contract.

**7. Warranty**

- 7.1 The terms of warranty for the Performance are specified in Annex no. 1 of the Contract.

**8. Final provisions**

- 8.1 Rights and obligations not regulated by this Contract shall be governed by the laws of the United Kingdom, unless otherwise expressly provided herein.
- 8.2 This Contract is made in three counterparts, of which the Client shall receive two counterparts and the Contractor shall receive one counterpart.
- 8.3 The contracting parties agree that they are aware of all legal consequences of this Contract, agree to all its provisions, which they have read in detail, and in witness of their free and genuine will attach handwritten signatures of their authorized representatives.
- 8.4 The following Annexes form an integral part of this Contract

Annex no. 1 – Contractor's offer

In Ostrava on 9.12.2019

In Cambridge on 9.12.2019

.....  
[Redacted Signature]  
**VSB – Technical University of Ostrava**

Assoc. Prof. Vít Vondrák, PhD.  
Managing Director of IT4Innovations

[Redacted Signature]  
**TeraView Ltd**

[Redacted Signature]  
Chief Operating Officer

TeraView Ltd, Cambridge, UK

Maintenance Visit

To: [REDACTED]

Vysoka skola banska – Technicka univerzita Ostrava  
Ostrava, Poruba,  
17.listopadu 2172/15  
PSC 708 33

Quote Number: SAL 20190834

TeraView Ltd  
1, Enterprise, Cambridge Research Park, Cambridge, CB25 9PD, UK  
Tel:- (44) 1223 435380, Fax:- (44)1223 425382  
[www.teraview.com](http://www.teraview.com)



## **1 Introduction**

TeraView has pleasure in quoting for a realignment or your

- TPS Spectra 3000+

## **2. Quotation.**

<b>Part number</b>	<b>Description</b>	<b>Price</b>
		<b>EU (€)</b>
	1 day's travel at €1363	1363
	2 day on site (up to 8 hours)	2726
	Travel and accommodation	620
950-0158	Motorised waveplate mount	1128
	SUBTOTAL	5837
	10% Academic discount	583
<b>Total Price</b>		<b>5,254</b>

## **3. Terms and Conditions specific to this proposal (refer to Section 5 for complete Standard Terms and Conditions)**

- Quotation is valid to 31<sup>st</sup> December 2019
- The price excludes VAT.
- The price above excludes any local taxes. If there are any applicable taxes, including but not limited to sales/use taxes, transaction privilege taxes, gross receipts taxes, and other charges such as duties, customs, tariffs, imposts, and government-imposed surcharges, these will be added to the above prices and stated separately on any invoices.
- Parts other than those specified are chargeable at list price.**
- All invoices are to be paid within 15 days of invoice date.
- Payment terms are 100% with order
- Prices are quoted in EUROS

## **4. Queries regarding this quotation are to be forwarded to:-**

██████████  
Service and Quality Manager  
Teraview Ltd  
1, Enterprise  
Cambridge Research Park  
Cambridge  
CB25 9PD, UK

Tel: ██████████  
Tel: ██████████ (e)  
Tel: ██████████  
Fax: ██████████  
E: ██████████

## **5. Standard Terms and Conditions**

- a. In these conditions TeraView Limited is called "the Seller" and the person, firm, company or organization placing the order is called "the Buyer". The contract constituted by the acceptance by the Buyer of these Conditions is called "the Agreement".
- b. Acceptance of Order, variation of Conditions and Quotations.
  - i. Orders are accepted and all business transacted only according to these Conditions
  - ii. Any variation of these Conditions in any document of the Buyer is inapplicable unless expressly agreed in writing by the Seller.
  - iii. Where the document of which these Conditions form a part is a quotation, the quotation is, unless otherwise expressly stated, valid for 30 days.
- c. Specifications
  - i. All specifications and illustrations supplied by the Seller are approximate and for general guidance only. Due to the continued development of the Sellers products, the Seller reserves the right to amend them so long as the material performance and cost of the goods are not affected.
- d. Delivery and installation
  - i. Where goods are to be installed, whether by the Seller or the Buyer, the Buyer shall ensure that installation can be effected immediately upon delivery of the goods, save only that the Seller, at its discretion, can delay installation for a period of up to two weeks after delivery.
  - ii. Any time or date named by the Seller for delivery or installation is an estimate only. The Seller shall not be liable for any loss, injury or damage caused by or consequent upon any delay in delivery or non-delivery from any cause whatsoever.
- e. Terms of Payment
  - i. Unless otherwise expressly agreed in writing payment for the goods shall be made by the Buyer within 15 days of invoice.
  - ii. If any payment by the Buyer under this Agreement shall be overdue, the Seller shall be entitled to charge interest upon such overdue payment from the due date until the actual date of payment at the rate of 4% per annum above the base lending rate of HSBC plc from time to time.
- f. Examination and Claims
  - i. Immediately on delivery by the Seller or the Seller's agent, or on collection where the Buyer or the Buyer's agent collects the goods from the Seller's premises, the Buyer shall make preliminary inspection of the goods for damage, shortage, loss or any other discrepancy.
  - ii. The Buyer shall promptly give written notice both to the Seller and to any carrier concerned of any claim for damage, shortage, loss or any other discrepancy in the goods. All damaged goods and their packaging must be retained for inspection by the Seller or its agent. Failure to notify the Seller promptly may prejudice the Seller's ability to claim against the carrier and in that case the goods shall be deemed to have been at the Buyer's risk from the time of leaving the Seller's premises.
- g. Risk and Ownership
  - i. Goods will be at the Buyer's risk from the time of delivery by the Seller or the Seller's agent, or on collection where the Buyer or the Buyer's agent collects the goods from the Seller's premises.
  - ii. Legal and beneficial ownership of the goods will remain in the Seller and will not pass to the Buyer until the Seller has received the purchase price of the goods in full.
  - iii. The Seller reserves the right at any time after the due date for payment of the purchase price, and so long as the purchase price has not been

received by the Seller, to require the Buyer to return the goods to the Seller at the Buyer's expense and, if necessary, to enter the Buyer's premises for the purpose of inspection or repossession, and the Seller is hereby given an irrevocable license for that purpose.

h. Insurance

- i. The Buyer shall arrange all usual insurance in respect of goods supplied to it as from the moment the Buyer, whether in person or through its servants or agents, shall take possession of the goods. The Buyer shall continue such insurance until the Seller has been paid the price of the goods in full.
- ii. In the event of loss or damage to goods in the possession of the Buyer, its servants or agents, before payment of the price, the Buyer shall forthwith make all proper claims of its insurers. Monies paid to the Buyer in respect of goods owned by the Seller shall be held on trust by the Buyer for the Seller and shall be paid to the Seller within seven days of receipt.

i. Force Majeure

- i. The Seller shall be entitled at any time, on notice to the Buyer, without prejudicing its rights in respect of deliveries already made and without incurring any liability whatsoever to the Buyer, to determine the Agreement in the event of, but not limited to, any of the following: Act of God; national emergency; outbreak of hostilities (whether war is declared or not); sabotage; act of public enemies; action of the United Kingdom or any other foreign government or agency thereof; fire, flood, earthquake, storm or tempest; civil disobedience; epidemic; or delay in supplying or refusal to supply any relevant export or import license by either the United Kingdom or other relevant foreign government.

j. Breach by or Insolvency of the Buyer

- i. The Seller shall have the right forthwith to determine the Agreement by written notice of such determination being posted to the Buyer's last known address, without prejudice to any claim or right that the Seller may otherwise make or exercise if:
- ii. the Buyer shall make default in, or commit a breach of the Agreement or of any other of its obligations to the Seller: or any distress or execution shall be levied upon the Buyer's property or assets, or if the Buyer shall make or offer to make any arrangement or composition with creditors, or if any bankruptcy petition shall be presented or bankruptcy order made against the Buyer, or, if the Buyer is a limited company, any resolution to wind up the company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or petition for an administration order be presented, or if an administrative receiver or liquidator of such company's undertaking, property or assets or any part thereof shall be appointed, or if the Buyer shall suffer any analogous procedure under its local law.

k. Intellectual Property Rights

- i. All copyrights, patents, trademarks, designs and other intellectual property rights belonging to the Seller, or used by the Seller under licence from third parties in or in connection with the goods which are the subject matter of this Agreement (including and drawings, specifications or instruction manuals supplied therewith) are reserved to the Seller. Accordingly, the Buyer, in purchasing the goods, obtains no right to copy, reproduce or otherwise exploit the products (or such drawings, specifications or instruction manuals), the Buyer's rights being limited to using the goods for the normal purpose for which they are intended.

I. Warranty and Limitation of Liability

- i. Specific warranty provisions (the "specific warranty") exist for individual goods and details of these are available from the Seller on request. In any conflict between the specific warranty and these standard conditions, the specific warranty will prevail.
- ii. Warranty periods are to commence from the date of installation or one month from the date of dispatch, whichever is the earlier.
- iii. The warranty is conditional upon installation being effected by an authorized engineer.
- iv. Misuse or mistreatment of goods by the Buyer, non compliance with the Seller's instruction manual, negligence, accidents or any damage due to installation, repairs, modifications or adjustments not specifically authorised by the Seller shall void all warranties and conditions affecting such goods either express or implied and whether by statute or otherwise.
- v. The Seller's service manuals are written and its service tools designed for the specific use of its own service personnel who have received formal training in their use. The Seller does not, therefore, warrant the accuracy or completeness of its manuals, and the possession of one of these manuals or service tools does not authorise any repair, modification or adjustment to the functional or safety features of any of the Seller's goods by unauthorised personnel.
- vi. Warranties only apply to the Buyer and at the initial installation point, unless otherwise agreed in writing. Warranties are transferable to another location and to another user only by special arrangement with the Seller, the Seller reserving the right to carry out an additional inspection or installation at the new site. All parts replaced under warranty shall become the property of the Seller and shall be returned to it by the most suitable transport method within thirty days of the replacement part being received. The Buyer will pre-pay carriage charges for parts returned to the Seller under the warranty, and the Seller shall pay carriage charges for the return of parts to the Buyer. Any applicable taxes and duties shall be paid by the Buyer.
- vii. The Seller does not warrant any of its water-cooled products against contingent or subsequent damage resulting from negligence in failing to provide the required water-cooling, or from unexpected events which cause the required water-cooling to be interrupted during operation of the equipment. Since many of the Seller's water-cooled products include protective devices designed to de-activate the product in the event that water service has not been provided or that water service has been interrupted, the Seller's liability in the event of a protective device failure is limited to repair or replacement of the protective device and does not extend to any subsequent damage or consequential loss.
- viii. The Seller warrants all electronic, optical and mechanical parts and assemblies against defects in materials and workmanship, under normal use, for the warranty period stated in the specific warranty. But this is limited to repairing and replacing, without charge, equipment which proves to be defective during the warranty period.
- ix. Save as mentioned above or as provided by specific warranty, no condition, warranty, collateral warranty or representation as to goods, or the design, specification, performance, quality or fitness for a particular purpose, or as to time or mode of performance of this Agreement by the Seller, whether express or implied (by statute or otherwise) shall be binding upon the Seller. Neither shall the Seller nor its servants, agents or sub contractors be liable, whether in contract, tort or otherwise for any loss, damage, expense or injury, whether to



persons (other than personal injury or death) or to property or otherwise (including pure economic loss), howsoever caused, whether direct or indirect or consequential, suffered by the Buyer, its servants, agents or any third party arising out of or in connection with this Agreement or the goods.

- m. Reverse Engineering
  - i. Buyer agrees not to attempt to reverse engineer, reverse decompile, disassemble, modify, adapt, translate, create derivative works from, rent, lease, loan, distribute or sublicense to equipment contained in this quotation.
- n. Cancellation
  - i. If the Buyer shall cancel its order prior to delivery it shall pay damages to the Seller assessed at 50% of invoice price of the cancelled order. Both parties hereby confirm that such cancellation charge is not a penalty, but the best approximation that can be made of the Seller's losses on any cancellation.
  - ii. No other orders may be cancelled by the Buyer except by mutual agreement in writing.
- o. Non Waiver of the Seller's Rights
  - i. The Seller's failure to insist upon strict performance of any provision of the Agreement shall not be deemed to be a waiver of its rights or remedies, or a waiver by it of any subsequent default by the Buyer in its performance of, or compliance with, any of the terms of the Agreement.
- p. Law
  - i. The Agreement shall be governed by and construed in accordance with English law and the Buyer agrees to submit to the jurisdiction of the Courts of England without prejudice to the Seller's rights to take any proceedings in any other jurisdiction.
- q. Headings
  - i. The headings of these conditions shall not affect the construction of the Agreement.