



Amendment No 2 to the Contract for Work

"TP14_143 Vacuum components branch from L1 to E1 including supporting frames (TP14_143 Vakuové komponenty z L1 do E1 včetně podpůrných konstrukcí)"

concluded in accordance with Section 2586 *et seq* of Act No. 89/2012 Coll., Civil Code on 15. 6. 2016 (hereinafter the "Amendment" and the "Contract").

Contractual Parties:

1. Client:

Fyzikální ústav AV ČR, v. v. i.
With its seat at: Na Slovance 2
Post code 182 21 Praha 8
Represented by: prof. Jan Řídký, DrSc. - Director

Registered in the public research institutions registry maintained by the Ministry of Education, Youth and Sports of the Czech Republic,

ID No.: 68378271
VAT No.: CZ68378271

(hereinafter the "Client")

and

2. Contractor:

Pfeiffer Vacuum Austria GmbH
with its registered office at Diefenbachgasse 35, AT 1150 Wien, Austria
registered in Industrial court of Vienna, FN 125744v
represented by: Dipl. Ing. Reinhard Schnitzler, acting as the director
Id. No.: FN 125744 v

(Hereinafter the "Contractor"; the Client and the Contractor may be referred to herein jointly as the "Contractual Parties" or with respect to each individually as the "Contractual Party").

Whereas:

1. The Contractor duly and in time according to the Contract performed the Deliverable D5ii). The Contractor is carrying out all necessary activities to duly perform also the following Deliverable D5iii), i.e. the Contractor mainly purchased needed material.
2. The Client due to the condition of its premises (particularly E1 hall where the respective components – chambers should be placed and tested) will not be ready to accept the delivery of chambers by the Contractor on the scheduled date for the D5iii) Deliverable. Due to this fact the Client hereby asks the Contractor to perform Deliverables D5iii) and D5iv) in postponed deadlines as stipulated below.



3. Manufacture of chambers according to D5iii) in the original term by the Contractor together with inability of the Client to accept them would bring the necessity to store them at the Contractor's premises with certain associated costs what will be avoided by postponement of manufacture of the chambers.
4. Taking into account that (1) the Client for objective reasons cannot provide the Contractor with inputs needed for carrying out of the vibration study required under REQ-008330/A and REQ-008335/A (Annex 2 to the Contract Technical specifications) and (2) the course of subject matter of the Contract performance confirmed that the study is not fully needed and its outputs might be substituted by other means the Parties agreed as stated below.

Subject matter of the Amendment

1. In Annex No 3 to the Contract "Schedule of Deliverables" the deadline for D5iii) completion "9 months from contract signature" is replaced with a new deadline "12 months from contract signature".
2. In Annex No 3 to the Contract "Schedule of Deliverables" the deadline for D5iv) completion "10 months from contract signature" is replaced with a new deadline "13 months from contract signature".
3. The Contractor by the signature hereof confirms and promises that postponement of deadlines according hereto will not create any substantial costs on its side and that it will not charge the Client with any costs, damages or other monetary claims associated with the postponement.
4. The contractor shall not provide the Client with vibration study specified in REQ-008330/A and REQ-008335/A (Annex 2 to the Contract Technical specifications). Related cost savings in amount EUR 17 000 without VAT shall be deducted by the Contractor from the invoice charging the Client with D5iii) Deliverable price. The price for the vibration study was not separately indicated in Contractor's bid submitted in the award procedure preceding execution of the Contract. However, the Contractor hereby solemnly declare that the above mentioned amount had been calculated as the vibration study price and the Client hereby declare it does not deem the amount inadequate.

CONCLUDING COVENANTS:

1. This Amendment was made out in four (4) counterparts, each having the force of original. Each Contractual Party shall receive two (2) counterparts.
2. By attaching their signature hereto the Contractual Parties express their consent with the content hereof in its entirety.

In Prague on 13. 1. 2017

In Vienna on 13. 1. 2017

In behalf of the Client:

In behalf of the Contractor:

Name: prof. Jan Řídký, DrSc.

Pfeiffer Vacuum Austria GmbH
Diefenbachgasse 35 • 1150 Vienna • Austria
Phone: +43 1 894 17 04 • Fax: +43 1 894 17 03
Name: Dipl.-Ing. Reinhard Schnitzler