



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



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

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) **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, Ph.D., director

("Buyer"); and

FMB Oxford Ltd,

with its registered office at: Unit 1 Ferry Mills, Osney Mead, Oxford, Oxfordshire,
United Kingdom, OX2 0ES,

registration no.: 04138193,

represented by: Andrew Rimmer, Technical Sales Engineer

("Seller").

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

WHEREAS

- (A) The Buyer is a public contracting authority and the beneficiary of public grants for projects within the Operational Programme Research, Development and Education.
- (B) For the successful realization of projects it is necessary to purchase the Objects of Purchase (as defined below) in accordance with the act no. 134/2016 Coll., on public procurement, and Rules for the Selection of Suppliers within the Operational Programme Research, Development and Education.
- (C) The Seller wishes to provide the Objects of Purchase to the Buyer for consideration.



- (D) The Seller's bid for the public procurement entitled "*BPM cavity (Electron beam diagnostics)*", whose purpose was to procure the Objects 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 hand over to the Buyer 5 pieces of position and 2 pieces of reference BPM cavities that are described in Annex 1 (*Technical Specification*) to this Contract in the quality described therein ("**Objects of Purchase**") and shall transfer to the Buyer ownership right to the Objects of Purchase, and the Buyer shall take over the Objects 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:
- a) carry out tests that are stipulated in Annex 1 (*Technical Specification*);
 - b) transport the Objects of Purchase to the place of delivery;
 - c) to elaborate and hand over to the Buyer operational and maintenance manuals of the Objects of Purchase in the extent specified in Annex 1 (*Technical Specification*) or other documents which are necessary for the proper takeover and use of the Objects of Purchase in Czech or English language;
 - d) carry out other activities specified in Annex 1 (*Technical Specification*); and
 - e) cooperate with the Buyer during the performance of this Contract ("**Related Activities**").

2. THE PLACE OF DELIVERY

The place of delivery is at the address: Fyzikální ústav AV ČR v.v.i/ELI beamlines, Průmyslová 836, post code 252 41, Dolní Břežany, Czech Republic.

3. THE TIME OF DELIVERY

- 3.1 The Seller shall deliver the Objects of Purchase within 1 year from the effectiveness of this Contract.



- 3.2 The Buyer is entitled to postpone the term of delivery by up to 3 months, if the premises of the Buyer are not prepared for the use and operation of the Objects of Purchase.

4. **THE OWNERSHIP RIGHT**

The ownership right to the Objects of Purchase shall be transferred to the Buyer upon the acceptance of the Objects of Purchase by the Buyer.

5. **PRICE AND PAYMENT TERMS**

- 5.1 The purchase price for the Objects of Purchase is listed in the Annex 2 (Price Table) to this Contract (“**Purchase Price**”). The Purchase Price is listed without value added tax (“**VAT**”). VAT will be paid in accordance with the applicable legal regulations.
- 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 and acceptance of the Objects of Purchase and execution of Related Activities, costs of copyright, insurance, customs, warranty service and any other costs and expenses connected with the performance of this Contract.
- 5.3 The Purchase Price for the Objects 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 acceptance of Object(s) of Purchase by the Buyer. The acceptance protocol or the delivery note shall be attached to the invoice.
- 5.4 The Buyer shall realize payments on the basis of duly issued invoices within 30 days from their receipt (maturity period). The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Buyer’s account on behalf of the Seller’s account. To avoid any doubts Parties declare that if on the invoice is stated a maturity period that is shorter than 30 days, then such maturity period may be disregarded by the Buyer.
- 5.5 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) the date of the issue of the tax document,
- h) the 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 prior to the issuance of the invoice,
- k) declaration that the performance of the Contract is for the purposes of a specific project (the number and the title of the project shall be communicated to the Seller based on Seller's request prior to the issuance of the invoice).

5.6 The Buyer prefers electronic invoicing on the following address: efakturny@fzu.cz.

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 DUTIES

- 6.1 The Seller shall ensure that the Objects 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 The Seller is aware that the Buyer does not have at its disposal premises for the storage of packaging and, therefore, shall not store packaging of the Objects of Purchase. The absence of original packaging cannot be an excuse for refusal of elimination of defects of the Objects of Purchase.



7. **HANDOVER AND ACCEPTANCE OF THE OBJECTS OF PURCHASE**

- 7.1 The Objects of Purchase shall be delivered to the place of delivery and handed over to the Buyer within the time stipulated in this Contract.
- 7.2 The Objects of Purchase may be delivered individually (separately).
- 7.3 If the Seller fails to duly carry out all Related Activities or if the Objects of Purchase do not meet requirements of this Contract, the Buyer is entitled to refuse the acceptance of the Objects 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) to accept the Objects of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation of the Objects of Purchase. In such a case the Buyer shall notify the deficiencies to the Seller. The Seller shall remove the deficiencies within ten (10) working days, unless Parties (due to the nature of deficiencies) agree otherwise.

8. **WARRANTY**

- 8.1 The Seller shall provide a warranty of quality of the Objects 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 of the acceptance of the Objects of Purchase by the Buyer.
- 8.3 The Seller shall remove defects that occur during the warranty period free of charge and in the terms stipulated in this Contract.
- 8.4 If the Buyer ascertains a defect of the Objects 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: customersupport@fmb-oxford.com. The Seller shall confirm within 24 hours from the receipt of the notification.
- 8.6 In the notification the Buyer shall describe the defect and the manner of removal of the defect. The Buyer has the right to:
- a) ask for the removal of the defect by the delivery of new Objects of Purchase or its individual parts, or
 - b) ask for the removal of the defect by repair, or



c) ask for the reasonable reduction of the Purchase Price.

The choice among the above mentioned rights belongs to the Buyer; however, the Buyer shall take into account Seller's suggestion.

- 8.7 The Seller shall remove the defect within 6 weeks from its notification, unless Parties agree otherwise.
- 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.
- 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 Objects of Purchase.

9. **PENALTIES**

- 9.1 If the Seller is in delay with the removal of the defect, the Seller shall pay to the Buyer a contractual penalty in the amount of 0,05% of the Purchase Price for every (even commenced) day of delay.
- 9.2 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 even to the extent to which such damages exceeds the contractual penalty.
- 9.3 The total amount of contractual penalties imposed on the Seller shall not exceed 10% of the Purchase Price.
- 9.4 The Buyer is entitled to unilaterally set off claims arising from the contractual penalties against the claim of the Seller for the payment of the Purchase Price.

10. **RIGHT OF WITHDRAWAL**

- 10.1 The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:



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- a) the Seller shall be in delay with the fulfilment of this Contract and such delay lasts more than 3 weeks;
- b) the insolvency proceeding is initiated against the Seller; or
- c) the Buyer ascertains that the Seller provided in its bid for the Public Procurement information or documents that do not correspond to the reality and that had or could have had impact on the result of the tendering procedure, which preceded the conclusion of this Contract.

11. **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 2033.

12. **FINAL PROVISIONS**

- 12.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.
- 12.2 The terms and conditions of this Contract represent the whole agreement between the Parties regarding the subject matter of this Contract and any prior or oral agreements have been either consolidated into this Contract or are disregarded by the Parties.
- 12.3 Parties acknowledge that this Contract shall be published in the Register of Contracts in accordance with the Act no. 340/2015 Coll., on the Register of Contracts.
- 12.4 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.
- 12.5 The Seller is not entitled to set off any of its claims or his debtor's claims against the Buyer's claims. The Seller is not entitled to transfer its claims against Buyer that arose



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- on the basis or in connection with this Contract on third parties. The Seller is not entitled to transfer rights and duties from this Contract or its part on third parties.
- 12.6 All modifications and supplements of this Contract must be in writing.
- 12.7 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.
- 12.8 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 12.9 An integral part of this Contract is Annex 1 (*Technical Specification*), Annex 2 (*Price Table*) and Annex 3 (*Authorisation for Andrew Rimmer*). If Annex 1 (*Technical Specification*) uses the term “Contracting Authority”, it means Buyer and if it uses the term “Supplier”, it means Seller.
- 12.10 This Contract shall be valid on the date of the signature of both Parties and effective on the day, on which it is published in the Register of Contracts.

IN WITNESS WHEREOF attach Parties their handwritten signatures:

Buyer

Signature: _____

Name: RNDr. Michael Prouza, Ph.D., director

Position: director

Date:

Seller

Signature: _____

Name: Andrew Rimmer

Position: Technical Sales Engineer

Date:



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ANNEX 1

TECHNICAL SPECIFICATION



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ANNEX 2
PRICE TABLE

BPM cavity (Electron beam diagnostics)

#	Gratings	Unit	Quantity	Price without VAT per unit	Total price without VAT
1	Position BPM cavities	pc	5	23,520.00 €	117,600.00 €
2	Reference BPM cavities	pc	2	15,685.00 €	31,370.00 €

Total Price without VAT 148,970.00 €



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ANNEX 3
AUTHORISATION FOR ANDREW RIMMER

FMB Oxford LTD
Unit 1-4 Ferry Mills
Osney Mead, Oxford
Oxon OX2 0ES UK
Phone: +44 1865 320300
Fax: +44 1865 320301



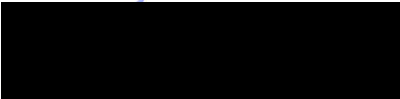
2nd April 2020

To: Central Economic Operator Database, Tenderarena Electronic tool

To whom it may concern,

This letter confirms that **Andrew Rimmer, Technical Sales Engineer** is authorised to act on behalf of FMB Oxford Ltd in all matters related to the registration verification of the Company on the Tenderarena Electronic tool. This authorisation also extends to submission of any current and future bids, documentation authorisation, signature and negotiation.

Your sincerely


Scott Mowat
Managing Director, FMB Oxford Ltd


FMB Oxford Limited
Unit 1-4 Osney Mead, Ferry Mills
Oxford, OX2 0ES, UK
Co Reg No: 4138193

FMB Oxford Limited
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A subsidiary of FMB
GmbH