



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



FRAMEWORK PURCHASE AGREEMENT

pursuant to § 2079 et seq of the Act No. 89/2012 Coll., Civil Code, as amended

Contractual parties:

- 1. Fyzikální ústav AV ČR, v. v. i.**
Seat: Na Slovance 2, 182 21 Praha 8
Authorized representatives:
- in contractual matters: RNDr. Michael Prouza, PhD., Director
- in technical matters: Uddhab Chaulagain
e-mail: Uddhab.Chaulagain@eli-beams.eu
ID No.: 683 78 271

Registered in the Registry of public research institutions kept by the Ministry of education, youth and sports

(hereinafter the “**Buyer**”), and

- 2. MIT, spol. s r. o.**
Seat: Praha 4, Klánova 71/56, PSČ 14700
Authorized representatives:
- in contractual matters: Martin Moser, Managing Director
- in technical matters: Thomas Meier
tel. +420 777 708 931, e-mail: meier@mit-laser.cz
ID No.: 46348395

(hereinafter the “**Seller**”);

the parties jointly may be referred to as the “**Parties.**”

The Parties have agreed, on the day, month and year specified below, and on the basis of a completed public contract awarding procedure for the public contract entitled “**UHV grade linear actuators for experimental hall E2 (TP20_110)**” (hereinafter the “**Procurement procedure**”), to conclude the following Framework Purchase Contract (hereinafter the “**Contract**”):

I. Subject of the contract and general provisions

1. Under this contract, the Seller shall manufacture and deliver to the Buyer UHV grade linear actuators of two types (Type A and Type B) specified in this Contract (the actuators of both types together as the “**Actuators**” and where it is needed to distinguish between the two types



as “**Actuators Type A**” or “**Actuators Type B**”), under the terms and conditions hereof. The Buyer shall pay the purchase price for the Actuators agreed upon between the Parties in Art. III. hereof.

2. Detailed specifications of the Actuators are provided in the following Annex hereof:
Annex 1: Technical Specifications (Requirements Specification Document)
5. The Actuators shall be new (unused).

II. Place of Delivery and deadlines

1. Place of Delivery shall be the Buyer’s ELI Beamlines research facility: Průmyslová 836, 252 41 Dolní Břežany, Czech Republic.

Framework contract

2. This Contract is a framework contract under which the Buyer will order Actuators in accordance with its actual needs based on individual written purchase orders. The Buyer is entitled to execute individual purchase orders within the entire term of validity of this Contract. The minimum number of Actuators that might be ordered in one purchase order is two.
3. The Buyer does not promises to buy any minimum number of Actuators, except for the initial purchase described below.

Initial Purchase

4. The Buyer purchases by entering into this Contract:

8 pieces of Actuator Type A and

4 pieces of Actuator Type B.

The Actuators forming the Initial purchase shall be delivered by the Seller based on this Contract directly without the need of receiving a purchase order from the Buyer.

5. The deadline for the delivery of the Actuators to the Place of Delivery under the individual purchase orders and also of the Actuators forming the Initial purchase shall be 14 weeks from the date when the Seller received a written order from the Buyer (from the date of signature hereof in case of the Initial order).

III. Price and payment terms

1. The unit prices of this Contract in EUR excl. VAT are:

<u>Item</u>	<u>Price in EUR excl. VAT</u>
1 Actuator (Type A or Type B) + 1 meter of KAP shielded UHV cable	2 180
1 meter of KAP shielded UHV cable	58



VAT shall be added on top of the unit price in accordance with valid legislation.

2. If the Buyer does not request otherwise, each Actuator shall be delivered with one meter of KAP shielded UHV cable (already included in the purchase price). The Buyer may request that any Actuator is delivered with longer or shorter cable. In such a case, the price of the Actuator shall be adjusted accordingly.
3. The unit prices have been agreed as the highest acceptable (maximum) prices including any and all associated costs, fees and payments and reflect any and all costs of the Seller associated with the performance of the Seller hereunder.
4. The price for the Actuators shall be paid to the Seller on the basis of invoices – tax receipts, by bank transfers to the Seller’s account provided in individual invoices. The Seller shall be authorized to issue invoices after acceptance of the Actuators in the Place of Delivery. All invoices must be accompanied with copies of Acceptance protocols (as defined below). The Buyer accepts only electronic invoices delivered to the email address efaktury@fzu.cz.
5. The invoices shall be due in 30 days of their receipt by the Buyer. If an invoice states any other due period such period is deemed irrelevant and the due period stipulated here applies.
6. Invoices issued by the Seller shall comply with all applicable legislature for tax receipts. The Buyer shall advise the Buyer on proper contents of the invoice. Should any invoice fail to meet the requirements, the Buyer shall be authorized to return such invoice before the due date to the Seller for correction. The due period starts to run from the beginning upon receipt of the corrected invoice.
8. The Buyer is entitled to request that any invoice contains identification of a dotation project from which the respective purchase is funded.

IV. Ownership right and risk of loss or damage

The risk of loss or damage to the delivered Actuators shall pass to the Buyer upon the takeover of the Actuators in the Place of Delivery based on a confirmed delivery note. The ownership title to the Actuators shall pass to the Buyer upon issuance of the Acceptance protocol (as defined below).

V. Delivery and acceptance of the actuators

1. The Buyer shall confirm delivery of the Actuators to the Place of Delivery to the Seller (or to a carrier) immediately after their takeover. Due to the nature of the Actuators and in some cases due to the need to unpack and install the Actuators under special conditions (for instance in cleanroom premises), the Buyer shall be authorized to inspect the Actuators and to identify apparent defects within 60 days from taking over the delivery.
2. The Buyer shall accept the Actuators with an Acceptance protocol:
 - a) if the Buyer decides not to perform an onsite test of already verified (at the Seller’s site) Actuators, upon successful finalization of the incoming inspection (the Actuators are free of obvious defects and any damage caused in transport) or



- b) if the Buyer decides to perform the onsite test of already verified (at the Seller's site) Actuators, upon successful finalization of the incoming inspection (the Actuators are free of obvious defects and any damage caused in transport) and finalization of the test.

VI. Defects of the Actuators and warranty claims

1. An Actuator shall be deemed defective if it does not conform to the requirements stipulated herein. The Seller shall be liable for (i) any defects in the Actuators at the time of their acceptance in the Place of Delivery (non-conformity with requirements of this Contract or transport damage) and (ii) for defects that occur in the Actuators during the entire warranty period (quality guarantee).

Defects detected by incoming inspection or by test

2. If a defect is detected by inspection or by test of the Actuators in the Place of Delivery, the defect shall be documented and immediately reported to the Seller. Articles 6.5 – 6.7. hereof apply on the defect removal.

The Buyer is also entitled based on its discretion:

- a) to accept the defective Actuator with providing an additional time to remove the defects; articles 6.5 – 6.7. hereof apply on the defect removal
- b) to accept the defective Actuator as is without removing the defects if the Parties agree on an adequate price discount.

Hidden defects

3. Acceptance of the Actuators in the Place of Delivery does not prevent the Buyer from making a later claim for removal of a hidden defect (that was present in an Actuator at the time of acceptance but could not have been detected during inspection or test at the Buyer's site due to the nature of the inspection or test methods). In such a case, Art. 6.5 – 6.7. hereof apply.

Warranty (Quality Guarantee)

4. The Seller provides the warranty of quality for each Actuator for the period of 1 year from the date of acceptance of the Actuator (or from the date of removal of the last defect listed in the Acceptance protocol). The Buyer shall raise a warranty claim against the Seller without undue delay after detecting a defect, but not later than on the last day of the warranty period, by means of a written notice sent to the Seller's authorised representative for technical matters set out herein.
5. The Seller shall remove the defect for which it is responsible free of charge.
6. The Seller undertakes to remove any defect within a deadline agreed with the Buyer. If the Parties do not reach an agreement, the Seller shall remove the defect within 15 working days from raising the warranty claim.



7. The Parties shall execute a record on removal of the defect, in which they shall confirm that the defect has been removed.
8. The warranty shall not apply to defects caused by non-compliance with written rules of operation and maintenance of the Actuators provided by the Seller, manipulation errors or by normal wear and tear.

VII. Delays, penalties

1. In case the Seller is in delay with due delivery of any Actuator to the Place of Delivery within the deadline stipulated in Art. II.5, the Buyer shall be entitled to claim a contractual penalty against the Seller in the amount of 0.2% of the price of the undelivered Actuator for each commenced day of delay; such contractual penalty shall not exceed 10% of the price of the undelivered Actuator. If an Actuator is delivered within the deadline stipulated in Art. II.5 hereof defective but is accepted despite defects in it (Art. 6.2), the contractual penalty does not apply if the defects are removed in time.
2. In case the Seller is in delay with removing a defect, the Seller shall pay a contractual penalty in the amount of 0.1% of the price of the defective Actuator for each commenced day of delay; such contractual penalty shall not exceed 3% of the price of the defective Actuator.
3. In case the Buyer is in delay with any payment due, the Buyer shall be obliged to pay late interest to the Seller in the amount specified by applicable legislation (Government Resolution No. 351/2013 Coll., as amended, or law replacing this resolution).
4. Contractual penalties shall be payable within 15 days from receipt of their enumeration by the other Party. Payment of contractual penalty does not prejudice the right to damages in the extent such damages exceed the amount of the contractual penalty.
5. The Buyer shall be entitled to unilaterally set off any contractual penalty against any payments invoiced by the Seller, even against those which have not become due yet.

VIII. Term, validity and effective date

1. This Contract becomes valid upon its signature and effective upon its publication in accordance with the applicable law.
2. This Contract is concluded for the period of 18 months (or a longer period if automatically extended in accordance with the following sentence) or until exhausting the financial limit of 74 000 EUR excl. VAT, whichever comes first. If neither of the Parties states in written no later than 2 months before time expiration of this Contract that it does not wish time extension of the term of this Contract, the term of the Contract is automatically extended by 6 months (maximum three times). The total financial limit of the Contract must not be exceeded.
3. This Contract may be terminated by:
 - a) agreement of the Parties in writing;
 - b) termination notice in writing subject to conditions described below;



- c) withdrawal from the Contract by either Party due to reasons defined herein or by law.
4. The Buyer shall be entitled to terminate this Contract by a three-month termination notice in writing, without specifying the reason; the termination notice period starts to run on the first day of the month following the month in which the notice was delivered to the Seller.
5. The Parties are entitled to withdraw from the Contract in case of material breaches of contractual obligations by the other Party, if such material breaches affected the contractual rights of the withdrawing Party. Withdrawal must be made in writing and must be delivered to the other Party. The Buyer shall be entitled to withdraw from this Contract also partially in relation to an individual purchase order.
6. The following instances represent material breaches of the Contract, including but not limited to:
- a) Seller's delay with delivery of any Actuator exceeding 90 days;
 - b) Seller's delay with removal of defects exceeding three times the applicable period granted hereunder;
 - c) repeated delay on the Buyer's part with payment of invoiced amounts for the Actuators exceeding 90 days.

IX. Final Provisions

1. This Contract shall be governed by the laws of the Czech Republic, in particular by the Civil Code.
2. This Contract constitutes the entire agreement between the Parties.
3. This Contract may be supplemented or amended solely by the way of written and numbered amendments.
4. the following annex forms an integral part of the Contract:
Annex No. 1: Technical Specifications (Requirements Specification Document)
5. The Parties confirm they have read the Contract before signing and they understand and agree to its contents. Both Parties confirm their agreement by signing.

On behalf of the Buyer:
Fyzikální ústav AV ČR, v. v. i.

On behalf of the Seller:
MIT, spol. s r. o.

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RNDr. Michael Prouza, PhD.
Director

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Annex No. 1 – Technical Specifications (Requirements Specification Document)