

Purchase Contract

Contracting parties:

Institute of Scientific Instruments of the CAS, v. v. i.

Registered seat: Kralovopolska 147, 612 64 Brno, Czech Republic
Business Id: 68081731
Tax Id: CZ68081731
Registration: The Buyer is a public research institution upon Act No. 341/2005 Coll. established by the Academy of Sciences of the Czech Republic
Acting through: Ing. Ilona Müllerová, DrSc., Director
Bankers: Ceskoslovenska obchodni banka, a.s., branch office in Brno
Account no: 372707963/0300

(for the purpose hereof hereinafter just “Buyer”)

and

CL Solutions BV (Subsidiary of Delmic BV)

Registered seat: Chamber of commerce
Registration: 76832155
VAT no.: NL826069794B01
Acting through: S. V. den Hoedt, CEO
Bankers: Rabobank
Account no: IBAN: NL92 RABO 0157837963
SWIFT-BIC: RABONL2U

(for the purpose hereof hereinafter just “Seller”)

Pursuant to the provisions of Section 2079 and following of Act no 89/2012 Coll., Civil Code, in the valid wording, the above-mentioned contracting parties hereby execute the below Purchase Contract in the following wording:

Article I

Subject of Contract

- 1.1. The Seller undertakes to deliver to the Buyer within the agreed period and to the agreed place of performance the following equipment, including the settlement of all formal official acts related to the delivery, for which the Buyer will provide all necessary cooperation.

The subject of the purchase is:

Cathodoluminescence (CL) detector for a scanning electron microscope (SEM)

with the parameters guaranteed by the Seller in its tender for a public tender entitled "**UPT-VZ-20-08: Cathodoluminescence (CL) detector for a scanning electron microscope (SEM)**". The said offer is an integral part of this contract according to paragraph 11.5 of this contract.

- 1.2. Within the scope of performance of the subject of this contract, the Seller shall further ensure:
 - 1.2.1. in co-operation with the Buyer, putting the equipment into operation at the Buyer's workplace and after reaching the technical parameters declared by the Seller in the offer, its protocol handover to the Buyer,
 - 1.2.2. training of the Buyer's service within the handover of the equipment,
 - 1.2.3. delivery of manuals for the use of the supplied equipment.
- 1.3. Within the scope of performance of the subject of this contract, the Seller further undertakes to perform warranty and post-warranty service of the subject of purchase in accordance with the valid regulations and the relevant provisions of this contract.
- 1.4. The Buyer undertakes to take over the subject of purchase and pay the purchase price under the conditions further specified in this contract.

Article II

Delivery Term

- 2.1. The Seller undertakes to deliver the object of purchase to the Buyer and put it into operation with the technical parameters declared in the offer

at the latest until 31 December 2020.

Article III

Destination

- 3.1. The place of delivery of the object of purchase is the registered office of the Buyer.
- 3.2. The place of warranty service of the subject of purchase is the seat of the Buyer.

Article IV

Purchase Price

- 4.1. The purchase price of the whole subject hereof is agreed between the contracting parties in the sense of the provisions of Section 2 and following of Act no. 526/1990 Coll., as amended, in the following amount of

EUR 150.750,00 V.A.T. exclusive

Article V

Payment Terms

- 5.1. The purchase price will be paid as follows:
 - 5.1.1. 30% of the purchase price will be paid after signing the purchase contract and taking effect on the basis of an invoice issued by the Seller,
 - 5.1.2. 70% of the purchase price will be paid on the basis of an invoice issued by the Seller on the date of taxable performance of the subject of the contract, i.e. supplies in accordance with Article I of this contract.
- 5.2. If the invoice, which is also a tax document, contains incorrect or, from the point of view of Act No. 235/2004 Coll., On value added tax, incomplete data, the buyer is entitled to return it to the seller by the due date. Also, if the buyer finds a defect in the delivered object of purchase before payment of the invoice, he is entitled to return the invoice to the seller. After the elimination of the defect or after another termination of the seller's liability for the defect, the seller will submit a new invoice to the buyer.
- 5.3. Invoices are due in 30 calendar days.

Article VI

Delivery of the Subject of Purchase

- 6.1. Delivery of the object of purchase will take place with the participation of the Buyer within the agreed deadline proposed by the Seller.
- 6.2. The Buyer is obliged to take over the object of purchase only if it has no obvious defects.
- 6.3. By signing the acceptance protocol, the ownership right to the subject of purchase and the risk of damage passes to the Buyer. At the same time, the Seller hereby confirms that all ownership rights to the subject of purchase and all its components are free of any rights and claims of third parties.

Article VII

Warranty Clause

- 7.1. The Seller provides in the sense of § 2113 of Act. No. 89/2012 Coll., Civil Code, the buyer a guarantee for the quality of the object of purchase and its accessories consisting in the fact that the object of purchase, as well as all its parts and individual components, will be suitable for use for the purposes for which they are intended, or characteristics set out in this contract. The warranty period begins on the day of receipt of the object of purchase without defects by the Buyer and lasts **24 months**.
- 7.2. The Seller is responsible for obvious, hidden and legal defects that the object of purchase has at the time of its delivery to the buyer and for those that occur on the object of purchase during the warranty period specified in paragraph 7.1. Furthermore, the Seller is responsible for defects found by the Buyer after taking over the object of purchase, if these defects were caused by a breach of the Seller's obligations.
- 7.3. The Buyer is obliged to notify the Seller of the defects of the subject of purchase, or its part, in writing without undue delay after their discovery. The notification will describe the defects and indicate how they manifest themselves. The Buyer is entitled in the

notification to choose the choice of his claim from the defects of the subject of purchase, or part thereof, in accordance with the relevant provisions of Act. No. 89/2012 Coll., Civil Code.

- 7.4. The speed of service intervention and the maximum duration of the warranty repair are governed by the data in the Seller's offer submitted in the tender procedure, which is mentioned in paragraph 1.1.
- 7.5. The period from the date of assertion of a legitimate claim under paragraph 7.3 to eliminate the defect until the subject of purchase or part thereof, after the removal of the defect is taken over or should have been taken over by the Buyer, is not included in the warranty period specified in paragraph 7.1.

Article VIII

Contractual Penalties

- 8.1. In the event of the Seller's delay in delivering the subject of purchase, the Seller is obliged to pay a contractual penalty of 0.1% of the purchase price for each day of delay, but not more than 5% of the purchase price. The contractual penalty is payable within 10 days after the written request of the Buyer in this regard will be delivered to the Seller.
- 8.2. In the event of the Buyer's delay in paying the amount due, the Seller is entitled to charge interest on arrears in the statutory amount, for each calendar day of delay.
- 8.3. The Seller is liable for any damage incurred by the buyer or third parties in connection with the performance, non-compliance, or breach of any obligation of the Seller under the contract. Liability is governed by § 2894 et seq. of the Civil Code.
- 8.4. Payment of the contractual penalty does not limit the Buyer's right to compensation for damages under the same title.

Article IX

Withdrawal

- 9.1. Any contracting party may withdraw from this contract due to a material breach of this contract by the other contracting party. The legal effects of withdrawal from the contract take effect on the day of delivery of the notice of withdrawal to the other party. The relevant provisions of Act no. No. 89/2012 Coll., Civil Code.
- 9.2. Substantial breach of this contract means in particular:
 - 9.2.1. delay of the Seller with the deadline for handing over the object of purchase longer than 14 days,
 - 9.2.2. repeated breach of the Seller's obligations during warranty service.

Article X

Confidentiality Clause

- 10.1. The Contracting Parties undertake not to make commercial and technical information entrusted to them by the contractual partner available to third parties without the written consent of the other contractual partner and not to use this information for purposes other than the performance of the subject of this contract. Exceptions to this

provision are the legal obligations of the Buyer under paragraphs 10.2 and 10.3 of this contract.

- 10.2. The Buyer is subject to financial control pursuant to Act No. 320/2001 Coll., On Financial Control in Public Administration, as amended. The Seller undertakes in accordance with § 2 letter. e) of the said Act to co-operate in the performance of financial control.
- 10.3. In accordance with Act No. 106/1999 Coll., On Free Access to Information, the Buyer is obliged to provide information on the scope and recipient of funds from the Buyer's budget, i.e. in particular information on the price of the subject of purchase, name and registered office of the Seller. The Seller declares that he is aware of this fact and that he does not consider the provision of information under the cited law to be a breach of trade secrets.
- 10.4. During the implementation of this contract, the Seller is obliged to duly respect the rights to industrial and intellectual property that could be affected in connection with the performance of this contract and bears full responsibility for settling the claims of all third parties that could be raised in this connection. The Seller is obliged to ensure the appropriate legal protection of these rights in the legal obligations to its subcontractors.

Article XI

Final Provisions

- 11.1. In the event of the need to determine the additional properties of the subject of purchase, the possible acceptance of the Seller's proposal by the buyer mentioned in § 2089 paragraph 2 of the Civil Code is excluded.
- 11.2. Changes to this purchase agreement require a written form. Any deviations from this purchase agreement can only be made in the form of an addendum.
- 11.3. This contract is made in one copy in electronic form and will be signed electronically with signatures based on qualified time-stamped certificates.
- 11.4. This Agreement shall enter into force on the date of signature by the authorized representatives of the Contracting Parties and effective on the date of entry in the register of contracts.
- 11.5. An integral part of this contract is the Seller's offer submitted to the Buyer in the tender for the public contract entitled "UPT-VZ-20-08: Cathodoluminescence (CL) detector for a scanning electron microscope (SEM)", the original of which is stored in the Buyer's archive as a separate part of this contract and is not part of the duplicate contract.
- 11.6. Legal relations arising from this purchase contract are governed by Czech law, in particular Act No. 89/2012 Coll., The Civil Code, as amended. If there is a state interference in the conditions or legal regulations governing this purchase agreement, this purchase agreement or part thereof will be amended so that its meaning and purpose are maintained. At the same time, the contracting parties agree in the event of a dispute as the competent court in Brno.
- 11.7. If one or more provisions of this purchase agreement become invalid or prove to be apparent, the validity of the other provisions is not affected. The Contracting Parties

shall, instead of an invalid or apparent provision, agree on a valid provision which is closest to the economic purpose intended by the invalid or apparent provision.

- 11.8. The Buyer who according to § 2 par. 1 let. e) of Act No. 340/2015 Coll., on the register of contracts, is one of the entities obliged to publish this contract in the public administration information system, this contract including the table of technical parameters from the supplier's offer shall be published in the register of contracts no later than 30 days after its signing contracting party, but in any case before any performance arising from the signed contract occurs.
- 11.9. The contracting parties agree and expressly declare that an agreement has been reached on the entire content of the contract and that they are well aware of the content of the contract, stating that the contract is a manifestation of their serious, true and free will and was not concluded in distress or conditions. In witness whereof, the undersigned, being duly authorized thereto, have signed this Agreement.

In Brno, on..... 2020

In Delft, 04 - 09 - 2020

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On behalf of the Buyer

Ing. Iлона Müllerová, DrSc.
Director of ISI



On behalf of the Seller

Sander V. den Hoedt
CEO