

Amendment No. 1 (hereafter the “**Amendment**”)

to Purchase Contract No. S20/167F for delivery of a

“Closed-cycle helium cryostat for various spectroscopic techniques” (hereafter the “**Contract**”)

signed on October 5, 2020, between the parties:

Fyzikální ústav AV ČR, v. v. i.,

with seat: Na Slovance 1999/2, 182 21 Praha 8,
represented by: RNDr. Michael Prouza, Ph.D., Director,
registered in the Register of public research institutions of the Ministry of Education, Youth and
Sports of the Czech Republic.

ID No.: 68378271

Tax ID No.: CZ68378271

(hereinafter the “**Buyer**”)

and

OptiXs, s.r.o.,

with seat: Křivoklátská 37/3, 199 00 Praha 9,
represented by: Ing. Aleš Jandík, CEO,
registered at Municipal court in Prague under No. C212818.

ID No.: 02016770

Tax ID No.: CZ02016770

(hereinafter the “**Seller**”),

(the Buyer and the Seller are hereinafter jointly referred to as the “**Parties**” and each of them
individually as a “**Party**”).



1. Change of the Contract

- 1.1 As a result of the ongoing SARS-CoV-2 epidemic and the related extension of the terms set by the Contract, the Parties agreed to change the maturity of the purchase price pursuant to paragraph 5.3 of the Contract, as amended by the following paragraph of this Amendment.
- 1.2 In Section 5 of the Contract, the text of paragraph 5.3.2 is amended and a new paragraph 5.3.3 is added, as follows:
- 5.3.2 The Seller is entitled to issue a second advance invoice in the amount of 60% of the Price after the conclusion of Amendment No. 1 to the Contract. The delivery note pursuant to paragraph 10.1 of the Contract will be attached to this advance invoice.
- 5.3.3 The Seller is entitled to invoice the Price after the handover protocol in accordance with paragraph 10.4 will have been signed.
- 1.3 The subject of performance of the Contract shall be handed over as soon as the circumstances according to paragraph 1.1 of this Amendment will allow, but no later than on March 31, 2021.
2. The Parties declare that as a result of this change does not imply any of the Parties damage.
3. Other provisions of the Contract remain unchanged.

In Prague, Czech Republic

For the Buyer:
22. 12. 2020

In Prague, Czech Republic

For the Seller:
21. 12. 2020

RNDr. Michael Prouza, Ph.D.
Director

Ing. Aleš Jandík
CEO