



## Purchase Contract

concluded in accordance with Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code,  
as amended

Number of the Buyer's Purchase Contract: 125/21  
Number of the Seller's Purchase Contract: 21.134.209

between the following parties:

### **Nuclear Physics Institute of the CAS, p. r. i.**

Headquartered at Řež 130, 250 68 Husinec – Řež, Czech Republic  
represented by: Petr Lukáš, Director  
identification no.: 61389005  
tax identification no.: CZ61389005  
bank connection:  
account number:  
registered in the public register of research institutions maintained by Ministry of education,  
youth and sports  
(hereinafter referred to as the "Buyer")

and

### **Ionplus AG**

headquartered at Lerzenstrasse 12, CH-8953 Dietikon  
Represented by: Joël Bourquin, CEO  
business identificat. no.: CHE-418.217.794  
tax identification no.: CHE-418.217.794 MWST  
Bank connection:  
account number:  
(hereinafter as the "Seller")

## **1. Initial Provisions**

- 1.1 This CONTRACT is made by and between the Buyers and the Sellers; whereby the Buyers agree to buy and the Sellers agree to sell the under mentioned products according to the terms and conditions stipulated below.
- 1.2 The Seller declares that they have fully acquainted themselves with the scope and nature of the required performance, which they will perform on the basis of the contract. The Seller declares that they know all technical, qualitative and other terms and they have such capacities and professional knowledge that are necessary for the performance.
- 1.3 The seller acknowledges that the Buyer is the entity obliged to publish the contract according to the law no 340/2015 Coll., on special conditions the effectiveness of certain contracts, the disclosure of these contracts and the contracts register, as amended (hereinafter referred to as the act. 340/2015 Coll.), and if this contract meets the conditions for publication, the Buyer



of this contract shall publish a notice in the registry of contracts. The operative event for the publication of the treaty in the registry is in particular the above values for the subject of performance in excess of 50 000,- CZK without VAT.

## 2. Subject of the Contract, quantity, unit price and total price

2.1 The Seller undertakes to deliver the following:

Subject	Quantity (pcs)	Unit price (excl. VAT)	Total price (excl. VAT)
MICADAS magazine for samples (part 1004706)	3	1 100 CHF	3 300 CHF
Satellite for cathodes (part 1001112)	150	45 CHF	6 750 CHF
Cesium reservoir (part 1001109)	2	600 CHF	1 200 CHF
Cesium reservoir flange (part 100110)	1	300 CHF	300 CHF
Blind plug for Cs reservoir (part 1008870)	2	35 CHF	70 CHF
Complete magazine carrier without magazine, with foam for safe transport (1008667)	3	2 650 CHF	7 950 CHF
Steel balls for satellite 4 mm (1001445)	300	0,25 CHF	75 CHF
Immersion lens (1001118)	5	75 CHF	375 CHF
Flat head screw M2.5x6 (1002644)	40	1 CHF	40 CHF
Spacer for immersion lens (1001117)	40	3 CHF	120 CHF
Copper cone for target holder (1001086)	2	120 CHF	240 CHF
Tantalum shield for Cs nozzle (1001076)	1	120 CHF	120 CHF
Spacer for Cs nozzle (1001077)	2	40 CHF	80 CHF
Cs nozzle (1001079)	1	2200 CHF	2200 CHF
Ionizer (aligned), (1001375)	1	4150 CHF	4150 CHF
Ceramic isolators for ion source 36,5 mm (1001125)	6	60 CHF	360 CHF
Ceramic isolators for ion source 43,0 mm (1001126)	6	65 CHF	390 CHF
Ceramic isolators for ion source 64,0 mm (1001127)	6	70 CHF	420 CHF
Ceramic bushing for ionizer current feed (1001338)	4	7 CHF	28 CHF
Set of spare crews for the ion source, 60 pcs. (1007014)	1	90 CHF	90 CHF
Vacuum viewport for the ion source (1001364)	1	200 CHF	200 CHF
Capillary for stripper gas feed (1013527)	4	50 CHF	200 CHF
Dummy cathode standard, Al (1007231)	20	4 CHF	80 CHF
Dummy cathode short (-0,2mm), Al (1007232)	10	4 CHF	40 CHF
<b>Price in total</b>			<b>28 778 CHF</b>

2.2 The Buyer undertakes to take over the subject of purchase and pay the purchase price in the amount and by the method according to Article 4 of this contract.



### 3. Place and time of performance

- 3.1 The Seller undertakes to deliver the subject of purchase to the headquarters of Nuclear Physics Institute of the CAS, at the address:  
**Ústav jaderné fyziky AV ČR, v.v.i., Husinec - Řež 130, 250 68 Řež, Czech Republic**
- 3.2 The Seller undertakes to perform completely and hand over the aforementioned subject of purchase to the Buyer within **5 weeks** since the conclusion of the contract.
- 3.3 The delivery will **include delivery note**, basic technical documentation and warranty cards. At the same time, the Seller undertakes to inform the Buyer in a timely manner (at least 3 days) that it intends to hand over the object of purchase.

### 4. The Price and Payment Terms

- 4.1 The Buyer undertakes to pay the Seller: **28 778 CHF** without VAT.

The purchase price stated in the Contract is fixed and final, and it includes all the costs of the Seller associated with the fulfilment of its obligations under this Contract. If the Seller is headquartered outside the Czech Republic, the Seller shall not specify the VAT amount and the Total Price including VAT and the tax obligation shall be transferred to the Buyer.

- 4.2 The Buyer shall pay the Seller the purchase price in the agreed amount against the invoice/tax document issued by the Seller and delivered to the Buyer.
- 4.3 The invoice/tax document is due in 30 days since the day of its delivery to the Buyer. The invoice/tax document shall contain all prerequisites of the tax document according to Act no. 235/2004 Coll., on value added tax, as amended.
- 4.4 **The invoice shall state the declaration that the invoiced performance is provided for the purposes of the Project: „Ultra-trace isotope research in social and environmental studies using accelerator mass spectrometry, Reg. No. CZ.02.1.01/0.0/0.0/16\_019/0000728“.**
- 4.5 The invoice/tax document that does not contain the aforementioned data or contains incorrect or incomplete data may be returned by the Buyer to the Seller before the end of its stipulated maturity period. After the properly issued invoice/tax document is delivered the stipulated maturity period begins to run again.
- 4.6 The annex of the invoice/tax document shall be delivery note of the object of purchase.

### 5. The Rights and Obligations of the Contractual Parties

- 5.1 The Seller is responsible for the subject of purchase being in compliance with applicable generally binding legal, technical and safety regulations at the time of its delivery.
- 5.2 The Seller shall hand over the subject of the purchase to the Buyer properly and in time. When performing the contract the Seller shall proceed with adequate professional care.
- 5.3 The Seller shall immediately inform the Buyer about all facts that they have identified in the



course of the performance of the contract and that may have an influence on the Buyer's interests or may lead to a change in the Buyer's procedures or attitudes.

- 5.4 The Buyer shall provide the Seller with cooperation necessary for the proper and timely provision of the performance under the contract.

## **6. Takeover of the Subject of Purchase**

- 6.1 The title to the subject of purchase is transferred to the Buyer at the moment of takeover. The Seller shall carry the risk of damage to any part of the subject of purchase until the moment of the handover and takeover of the subject of purchase.
- 6.2 The Buyer is entitled not to accept the subject of purchase that does not correspond to the requirements of this contract or of legal regulations. If this is the case, the Buyer shall hand over to or send the Seller a notification stating the reason for refusing to accept the subject of purchase and the period for its elimination. If the notified shortcomings are not eliminated within the determined period the subject of purchase will be considered not delivered.

## **7. Warranty for Quality**

- 7.1 The Seller declares that the delivered device will be brand new, not used, not damaged and its quality will comply with the requirements stipulated by this contract and by legal regulations. The Seller shall prove the origin of the subject of purchase at the Buyer's request. The Seller is also responsible for the delivered device not to be encumbered with any rights of third parties, especially rights arising from industrial or other intellectual property.
- 7.2 If the subject of performance has any defects the Buyer is entitled to:
- a) request the elimination of the defects by the supply of a new subject of purchase without defects, if this is not inadequate given the nature of the defect, or by the supply of the missing part of the subject of purchase,
  - b) request the elimination of the defects by repairing the subject of purchase,
  - c) request an adequate discount from the purchase price, or
  - d) cancel the contract.
- 7.3 Under all circumstances the Buyer has the discretion to choose from the entitlements specified in par. 7.4 of this article. However, the Buyer shall notify the Seller of their choice in a written notification of defects sent to the Seller or without undue delay after this notification.
- 7.4 The Seller shall always eliminate defects in the subject of purchase without delay, however at the latest with the period of 60 work days after they are claimed. All costs relating to the elimination of defects shall be borne by the Seller. If the Seller does not eliminate the defects, the Buyer is entitled to secure the elimination of defects via a third person at the Seller's expense and the Seller shall refund the costs to the Buyer within 15 days after they are claimed by the Buyer in writing.
- 7.5 The Seller is not responsible for defects in the subject of purchase occurring because of common wear and tear, unprofessional use and handling of the subject of purchase or the use of the subject of purchase for other purposes than the intended ones.



## **8. Sanctions**

- 8.1 In case delivery is delayed by more than thirty (30) days for reasons for which Seller can be held responsible, the Buyer is entitled to demand payment of a contractual penalty for every even only started day of delay (in excess of thirty days), in the amount of 0,02 % of the total price without VAT of items which are in delay.
- 8.2 If being in delay with the elimination of identified defects the Seller undertakes to pay the Buyer a contractual penalty in the amount of 10 EUR for every even only started day of the delay with the elimination of defects.
- 8.3 If the payment for an invoice is delayed the Seller is entitled to charge the Buyer an interest on late payment in the amount of 0.02 % of the outstanding sum without VAT for every even only started day of delay.
- 8.4 The defaulting contractual party shall pay the sanctions on the basis of a notification delivered by the entitled contractual party with the maturity period of 30 days since the day of the delivery to the defaulting contractual party.
- 8.5 The payment of the contractual penalty is without prejudice to the Buyer's right to request damages exceeding the contractual penalty and to the Seller's obligation to pay them.

## **9. Cancellation of the Contract**

- 9.1 This contract may be cancelled in the event of a serious violation of the obligations by one contractual party, if such violation is considered serious by this contract or by law. Cancellation of the contract becomes effective on the day of the delivery of a written cancellation notification to the other contractual party.
- 9.2 The Buyer is entitled to cancel the contract especially:
- a) if they find out that there is a delay with the handover of the subject of purchase,
  - b) if they find out that there is a delay with the elimination of defects in the subject of purchase.

## **10. Final Provisions**

- 10.1 The legal relations between the contractual parties established by this contract and not specifically regulated by it shall be governed by applicable provisions of Act no. 89/2012 Coll., the Civil Code, as amended, and by other generally binding legal regulations.
- 10.2 The contractual parties mutually undertake to cooperate and provide one another with all information necessary for the proper and timely performance of their obligations.
- 10.3 The contractual parties undertake to make maximum efforts to eliminate mutual disputes arising on the basis of this contract or in relation to it and to settle them especially via authorized persons. If the contractual parties do not agree on the method of how to settle a mutual dispute, any contractual party is entitled to submit such dispute to the subject-matter and locally competent court.
- 10.4 This contract becomes valid and effective on the day it is signed by both contractual parties.



- 10.5 This contract is made in 4 counterparts (and in this case each contractual party shall receive two).
- 10.6 All changes to this contract may only be made via written annexes approved by all contractual parties. Any change to this contract in other than the written form is thus excluded. For this purpose the exchange of e-mail or other electronic messages will not be considered the written form.
- 10.7 Questions not regulated by this contract shall be governed by applicable provisions of Act no. 89/2012 Coll., the Civil Code (under Czech law).

In Řež on (date) 31. 8. 2021

In Dietikon on 16. 8. 2021

Buyer:

Seller:

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RNDr. Petr Lukáš, CSc.  
director  
Nuclear Physics Institute  
of the CAS, p. r. i.

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Joël Bourquin  
CEO  
Ionplus AG