

Purchase Contract

(hereafter the “**Contract**”)

1. CONTRACTUAL PARTIES

1.1 Fyzikální ústav AV ČR, v. v. i.,

with seat: Na Slovance 1999/2, 182 21 Praha 8, Czech Republic
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

Bank: [REDACTED]

Account No. IBAN: [REDACTED]; SWIFT (BIC): [REDACTED]

(hereinafter the “**Buyer**”)

and

1.2 SphereOptics GmbH,

with seat: Gewerbestraße 13, 82211 Herrsching a.Ammersee, Germany,
represented by: Dr. Rainer Böhm, Managing Director (Geschäftsführer),
registered at the München District Court.

ID No.: HRB 219878

Tax ID No. (Ust-ID): DE227809196

Bank: [REDACTED]

Account No. IBAN: [REDACTED]; SWIFT (BIC): [REDACTED]

(hereinafter the “**Seller**”),

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



2. FUNDAMENTAL PROVISIONS

- 2.1 The Buyer is a public research institution whose primary activity is excellent scientific research in the area of physics, especially elementary particles physics, condensed systems, solid state matter, plasma and optics.
- 2.2 The Buyer wishes to acquire the subject of performance hereof in order to perform low temperature quantum yield measurements in He-cryostat.
- 2.3 The Seller was selected as the winner of a public procurement procedure for the public contract called **“Integration spheres for the cryostat”** (hereinafter the **“Procurement Procedure”**).
- 2.4 The documentation necessary for the execution of the subject of performance hereof consist of
- 2.4.1 Technical specifications of the subject of performance hereof attached as **Annex No. 1** hereto.
- 2.4.2 The Seller’s bid submitted within the Procurement Procedure in its parts which describe the subject of performance in technical detail (hereinafter the **“Sellers’s Bid”**); the Sellers’s Bid forms **Annex No. 2** to this Contract and is an integral part hereof.

In the event of a conflict between the Contract’s Annexes, the technical specification / requirement of the higher level / quality shall prevail.

- 2.5 The Seller declares that he has all the professional prerequisites required for the supply of the subject of performance under this Contract, is authorised to supply the subject of performance and there exist no obstacles on the part of the Seller that would prevent him from supplying the subject of this Contract to the Buyer.
- 2.6 The Seller acknowledges that the Buyer considers him capable of providing performance under the Contract with such knowledge, diligence and care that is associated and expected of the Seller’s profession, and that the Seller’s potential performance lacking such professional care would give rise to corresponding liability on the Seller’s part. The Seller is prohibited from misusing his qualities as the expert or his economic position in order to create or exploit dependency of the weaker Party or to establish an unjustified imbalance in the mutual rights and obligation of the Parties.
- 2.7 The Seller acknowledges that the Buyer is not in connection to the subject of this Contract an entrepreneur and also that the subject of this Contract is not related to any business activities of the Buyer.
- 2.8 The Seller acknowledges that the production and delivery of the subject of performance within the specified time and of the specified quality, as shown in Annexes No. 1 and 2 of this Contract (including invoicing), is essential for the Buyer.
- 2.9 The Parties declare that they shall maintain confidentiality with respect to all facts and information, which they learn in connection herewith and / or during performance hereunder, and whose disclosure could cause damage to either Party. Confidentiality provisions do not prejudice obligations arising from valid legislation.



3. **SUBJECT-MATTER OF THE CONTRACT**

- 3.1 The subject of this Contract is the obligation on the part of the Seller to deliver and transfer into the Buyer's ownership:

the **Integration spheres for the cryostat**

(hereafter the **"Equipment"**)

and the Buyer undertakes to take delivery of the Equipment and to pay to the Seller the agreed upon price.

- 3.2 The following activities form an integral part of the performance to be provided by the Seller:

- 3.2.1 Formulation of conditions which are recommended to be met at the place of Buyer in order to install the Equipment;
- 3.2.2 Transport of the Equipment incl. all accessories specified in Annexes 1 and 2 of the Contract to the place of delivery, un-packaging and control thereof;
- 3.2.3 Telephone or e-mail assistance with the installation of the Equipment;
- 3.2.4 Delivery of detailed instructions and manuals for operation and maintenance, including list of spare parts, electrical connection schemes, etc. - all in Czech or English language, in electronic or hardcopy (printed) versions;
- 3.2.5 Free-of-charge warranty service during the warranty term;
- 3.2.6 Provision of free technical support in the form of consultations, e.g. regarding fine tuning of the Equipment. The Seller shall provide the Buyer with this free support even after the warranty expires.

- 3.3 The subject of performance (Equipment) is specified in detail in Annexes No. 1 and No. 2 hereto.

- 3.4 The Seller shall be liable for the Equipment and related services to be in full compliance with this Contract, its Annexes and all valid legal regulation, technical and quality standards and that the Buyer will be able to use the Equipment for the defined purpose. In case of any conflict between applicable standards it is understood that the stricter standard or its part shall always apply.

- 3.5 The delivered Equipment and all its parts and accessories must be brand new and unused.

4. **PERFORMANCE PERIOD**

- 4.1 The Seller undertakes to manufacture and deliver the Equipment to the Buyer within **10 weeks** of the conclusion of the Contract but no later than December 27, 2021.



- 4.2 The performance period shall be extended by a period during which the Seller could not perform due to obstacles on the part of the Buyer and / or obstacles beyond the control of both Parties.

5. PURCHASE PRICE, INVOICING, PAYMENTS

- 5.1 The purchase price is based on the Seller's submitted bid and amounts to **21.995,- EUR** (in words: twenty-one thousand nine hundred ninety-five Euros) excluding VAT (hereinafter the "**Price**"). VAT shall be paid by the Buyer and settled in accordance with the valid Czech regulation.
- 5.2 The Price represents the maximum binding offer by the Seller and includes any and all performance provided by the Seller in connection with meeting the Buyer's requirements for the proper and complete delivery of the Equipment hereunder, as well as all costs that the Seller may incur in connection with the delivery, and including all other costs or expenses that may arise in connection with creation of an intellectual property and its protection.
- 5.3 The Seller is entitled to invoice the Price after the acceptance protocol in accordance with Section 10.5 will have been signed. In case the Equipment will be delivered with minor defects, the Price shall be invoiced after removal of these minor defects.
- 5.4 All invoices issued by the Seller 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:
- 5.4.1 name and registered office of the Buyer,
 - 5.4.2 tax identification number of the Buyer,
 - 5.4.3 name and registered office of the Seller,
 - 5.4.4 tax identification number of the Seller,
 - 5.4.5 registration number of the tax document (invoice),
 - 5.4.6 scope of the performance (including the reference to this Contract),
 - 5.4.7 the date of the issue of the tax document (invoice),
 - 5.4.8 the date of the conclusion of the Contract,
 - 5.4.9 purchase Price,
 - 5.4.10 registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller's request before the issuance of the invoice

and must comply with the double taxation agreements, if applicable.



- 5.5 The Buyer prefers electronic invoicing, with the invoices being delivered to efaktury@fzu.cz. All issued invoices shall comply with any international double taxation agreements, if applicable.
- 5.6 Invoices shall be payable within thirty (30) days of the date of their delivery to the Buyer. Payment of the invoiced amount means the date of its remittance to the Seller's account.
- 5.7 If an invoice is not issued in conformity with the payment terms stipulated by the Contract or if it does not comply with the requirements stipulated by law, the Buyer shall be entitled to return the invoice to the Seller as incomplete, or incorrectly issued, for correction or issue of a new invoice, as appropriate, within five (5) business days of the date of its delivery to the Buyer. In such a case, the Buyer shall not be in delay with the payment of the Price or part thereof and the Seller shall issue a corrected invoice with a new and identical maturity period commencing on the date of delivery of the corrected or newly issued invoice to the Buyer.
- 5.8 The Buyer shall be entitled to unilaterally set off any of his payments against any receivables claimed by the Seller due to:
- 5.8.1 damages caused by the Seller,
 - 5.8.2 contractual penalties.
- 5.9 The Seller shall not be entitled to set off any of his receivables against any part of the Buyer's receivable hereunder.

6. OWNERSHIP TITLE

- 6.1 The ownership right to the Equipment shall pass to the Buyer by delivery.

7. PLACE OF DELIVERY

- 7.1 The place of delivery of the Equipment shall be the premises of the Institute of Physics of the Czech Academy of Sciences at Cukrovarnická 112/10, 162 00 Praha 6, Czech Republic.

8. NOTIFICATION OF DELIVERY

- 8.1 The Seller shall notify the Buyer in writing of the exact date of delivery of the Equipment at least 15 days prior to such date, ensuring that the deadline for the performance hereunder is maintained.



9. COOPERATION OF THE PARTIES

- 9.1 The Seller undertakes to notify the Buyer of any obstacles on his part, which may negatively influence proper and timely delivery of the Equipment.

10. DELIVERY AND ACCEPTANCE

- 10.1 The Seller shall transport the Equipment at his own cost to the place of delivery. If the shipment is intact, the Buyer shall confirm the delivery note for the Seller.
- 10.2 The Buyer shall verify whether the Equipment is functional and meets the technical requirements of Annexes No. 1 and 2 hereof.
- 10.3 The Buyer undertakes to perform the verification whether the Equipment is functional and meets the technical requirements within 3 weeks of the delivery of the Equipment.
- 10.4 The delivery shall include all technical documentation pertaining to the Equipment, user manuals and certificate of compliance of the Equipment and all its parts and accessories with approved standards.
- 10.5 The procedure shall be completed by acceptance of the Equipment confirmed by the acceptance protocol. The protocol shall contain the following information:
- 10.5.1 Information about the Seller, the Buyer and any subcontractors;
 - 10.5.2 Description of the Equipment including description of all components and their serial numbers;
 - 10.5.3 Description of executed acceptance tests: type of test, duration and achieved parameters;
 - 10.5.4 List of technical documentation including the manuals;
 - 10.5.5 Eventually reservation of the Buyer regarding minor defects including the manner and deadline for their removal and
 - 10.5.6 Date and signature of the representative of the Buyer specified in Section 12.2 hereof.
- 10.6 Acceptance of the Equipment does not release the Seller from liability for defects that were not detected during the acceptance procedure.
- 10.7 The Buyer shall not be obliged to accept Equipment, which would show defects that would otherwise not form a barrier, on their own or in connection with other defects, to using the Equipment. In this case, the Buyer shall issue a record containing the reason for his refusal to accept the Equipment.



11. TECHNICAL ASSISTANCE – CONSULTATIONS

- 11.1 The Seller shall be obliged to provide to the Buyer free-of-charge technical assistance by phone or e-mail relating to the Equipment during the entire term of the warranty period. The Seller undertakes to provide to the Buyer paid consultations and technical assistance also after the warranty period expires.

12. REPRESENTATIVES, NOTICES

- 12.1 The Seller authorized the following representatives to communicate with the Buyer in all matters relating to the Equipment delivery:

[REDACTED]

- 12.2 The Buyer authorized the following representatives to communicate with the Seller in all matters relating to the Equipment delivery:

[REDACTED]

- 12.3 All notifications to be made between the Parties hereunder must be made out in writing and delivered to the other Party by hand (with confirmed receipt) or by registered post (to the Buyer's or Seller's address), or in some other form of registered post or electronic delivery incorporating electronic signature (qualified certificate) to epodatelna@fzu.cz in case of the Buyer and to [REDACTED] in case of the Seller.

- 12.4 In all technical and expert matters (discussions on the Equipment testing and demonstration, notification of the need to provide warranty or post-warranty service, technical assistance etc.) electronic communication between technical representatives of the Parties will be acceptable using e-mail addresses defined in Sections 12.1 and 12.2.

- 12.5 In all technical and expert matters (discussions on the Equipment testing and demonstration, notification of the need to provide warranty or post-warranty service, technical assistance etc.) electronic communication between representatives of the Parties will be acceptable using e-mail addresses defined in Sections 12.1 and 12.2.

13. TERMINATION

- 13.1 This Contract may be terminated early by agreement of the Parties or withdrawal from the Contract on



the grounds stipulated by law or in the Contract.

13.2 The Buyer is entitled to withdraw from the Contract without any penalty from the Seller in any of the following events:

13.2.1 The Seller is in delay with the delivery of the Equipment longer than 1 week after the date pursuant to Section 4.1 hereof.

13.2.2 The technical parameters or other conditions set out in the technical specifications defined in Annexes 1 and 2 to this Contract and in the relevant applicable technical standards will not be met by the Equipment at acceptance.

13.2.3 Facts emerge bearing evidence that the Seller will not be able to deliver the Equipment.

13.2.4 The Seller was convicted of a misdemeanor or other serious infringement in the field of labour law and/or regulations concerning employment, health and safety at work within the proceedings initiated by a public authority.

13.2.5 The Seller was convicted of a misdemeanor or other serious infringement in the field of environmental law within the proceedings initiated by a public authority.

13.3 The Seller is entitled to withdraw from the Contract in the event of the Buyer being in default with the payment for more than 2 months with the exception of the cases when the Buyer refused an invoice due to defect on the delivered Equipment or due to breach of the Contract by the Seller.

13.4 Withdrawal from the Contract becomes effective on the day the written notification to that effect is delivered to the other Party. The Party which had received performance from the other Party prior to such withdrawal shall duly return such performance.

14. INSURANCE

14.1 The Seller undertakes to insure the Equipment against all risks, in the amount of the Price of the for the entire period commencing when transport of the Equipment starts until duly deliver to the Buyer. In case of breach of this obligation, the Seller shall be liable to the Buyer for any damage that may arise.

14.2 The Seller is liable for the damage that he has caused. The Seller is also liable for damage caused by third parties undertaken to carry out performance or its part under this Contract.

15. WARRANTY TERMS

15.1 The Seller shall provide warranty for the quality of the Equipment for a period of **12 months**.



- 15.2 The warranty term shall commence on the day following the date of signing of the acceptance protocol pursuant to Section 10.5 hereof. The warranty does not cover consumable things.
- 15.3 Should the Buyer discover a defect, he shall notify the Seller to rectify such defect using the e-mail address: info@sphereoptics.de. The Seller is obliged to notify the Buyer without delay about any change of this e-mail address. The Seller shall be obliged to review any warranty claim within 24 hours (within business days) from its receipt and to propose solution, unless agreed otherwise by the Parties.
- 15.4 During the warranty period, the Seller shall be obliged to rectify any claimed defects within 60 days from the date on which the Equipment was delivered to the Seller for repair or within 60 days from receipt of the Buyer's notification if the Seller sends a technician to perform the repair on-site. In cases of unusual defects, the Seller shall be obliged to rectify the defect in the period corresponding to the nature of the defect and to define the deadline for the completion of the repair or for shipping of the rectified Equipment.
- 15.5 During the warranty period, any and all costs associated with defect rectification / repair including transport and travel expenses of the Seller shall be always borne by the Seller.
- 15.6 The repaired Equipment shall be delivered by the Seller to the Buyer along with a protocol confirming removal of the defect (hereinafter the "**Repair Protocol**"). If the Equipment is delivered duly repaired and defect-free, the Buyer will confirm the Repair Protocol.
- 15.7 The repaired portion of the Equipment shall be subject to a new warranty term in accordance with Section 15.1 which commences to run on the day following the date when the Repair Protocol was executed. However, the aggregate warranty period shall not exceed 24 months.
- 15.8 The Seller declares that he shall ensure paid post-warranty [out-of-warranty] service for the period of 7 years after the expiration of the warranty; the service terms shall be identical to those of Sections 15.3 and 15.4.
- 15.9 The Seller undertakes to provide the Buyer with updates of the software controlling the Equipment for the entire term of warranty service.
- 15.10 If the Equipment has defects, due to which it cannot be demonstrably used in full for more than 60 days (period of defects) during six or less consecutive months of the warranty period, the Seller is obliged to deliver new Equipment without defects within 60 days from the date on which the Buyer sent a written notice, unless the Parties agree otherwise.

16. **CONTRACTUAL PENALTIES**

- 16.1 The Buyer shall have the right to a penalty in the amount of 0.1 % of the Price for each commenced day of delay with the performance pursuant to Section 4.1 hereof.
- 16.2 The Buyer shall have the right to a penalty in the amount of 0.05 % of the Price for each commenced day of delay with rectifying of defects claimed within the warranty period.



- 16.3 In case of default in payment of any due receivables (monetary debt) under the Contract, the defaulting Buyer or Seller (the debtor) shall be obliged to pay a contractual penalty in the amount of 0.1 % of the owed amount for each commenced day of delay with the payment.
- 16.4 Contractual penalties are payable within 30 days of notification demanding payment thereof.
- 16.5 Payment of the contractual penalty does not prejudice the rights of the Parties to claim damages.
- 16.6 Payment of the contractual penalty cannot be demanded if the breach of the contractual obligation causes force majeure. Circumstances related to the Covid-19 epidemic shall be considered as force majeure cases despite the fact the epidemic is already underway at the date of this Contract.

17. DISPUTES

- 17.1 Any and all disputes arising out of this Contract or the legal relationships connected with the Contract shall be resolved by the Parties by mutual negotiations. In the event that any dispute cannot be resolved by negotiations within sixty (60) days, the dispute shall be resolved by the competent court in the Czech Republic based on application of any of the Parties; the court having jurisdiction will be the court where the seat of the Buyer is located. Disputes shall be resolved exclusively by the law of the Czech Republic.

18. FINAL PROVISIONS

- 18.1 This Contract represents the entire agreement between the Buyer and the Seller. The relationships between the Parties not regulated in this Contract shall be governed by the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “**Civil Code**”).
- 18.2 In the event that any of the provisions of this Contract shall later be shown or determined to be invalid, ineffective or unenforceable, then such invalidity, ineffectiveness or unenforceability shall not cause invalidity, ineffectiveness or unenforceability of the Contract as a whole. In such event the Parties undertake without undue delay to subsequently clarify any such provision or replace after mutual agreement such invalid, ineffective or unenforceable provision of the Contract by a new provision, that, in the extent permitted by the laws and regulations of the Czech Republic, relates as closely as possible to the intentions of the Parties to the Contract at the time of creation hereof.
- 18.3 This Contract may be changed or supplemented solely by means of numbered amendments in writing, furnished with the details of time and place and signed by duly authorised representatives of the Parties. The Parties expressly reject modifications to the Contract in any other manner.
- 18.4 The Parties expressly agree that the Contract as a whole, including all attachments and data on the Parties, subject-matter of the Contract, numerical designation of this Contract, the Price and the date



of the Contract conclusion, will be published in accordance with Act No. 340/2015 Coll. on special conditions for the effectiveness of some contracts, publication of these contracts and Contract Register, as amended (hereinafter the “CRA”). The Parties hereby declare that all information contained in the Contract and its Annexes is not considered trade secrets under § 504 of the Civil Code and grant permission for their use and disclosure without setting any additional conditions.

18.5 The Parties agree that the Buyer shall ensure the publication of the Contract in the Contract Register in accordance with CRA.

18.6 This Contract becomes effective as of the day of its publication in the Contract Register.

18.7 The following Annexes form an integral part of the Contract:

Annex No. 1: Technical specification on the subject of performance

Annex No. 2: Technical description of the Equipment as presented in Seller’s bid

Annex No. 3: Affidavit according to § 6 paragraph 4 of the Act No. 134/2016 Coll.

18.8 The Parties, manifesting their consent with the entire contents of this Contract, attach their signature hereunder.

In Prague, Czech Republic on 4. 10. 2021

In Herrsching, Germany on 30. 9. 2021

For the Buyer:

For the Seller:

RNDr. Michael Prouza, Ph.D.
Director

Dr. Rainer Böhm
Managing Director (Geschäftsführer)



Annex No. 1 - Technical specification on the subject of performance

Two integrating spheres are required. The spheres will be adjusted in order to fit into the Buyer's cryostat and they must meet the technical conditions and include components listed in this table.

No.	Description and minimum specification of the Equipment as defined by the Buyer	Description and specification of the Equipment offered by the Seller	Complies YES/NO
1	Spheres material - Spectralon	Spectralon	YES
	Sphere 1:		
2	2 inch diameter of the interior of the sphere	2 inch diameter sphere	YES
3	4 ports (north pole, 0 degree port, 90 degree port, 180 degree port) and a hole for the sample at the bottom of the sphere	Sphere with 4 ports, north pole, 0 degree, 90 degree and 180 degree. Hole at the bottom.	YES
4	North pole – 0.25 inch diameter. We require a Spectralon port plug for this port.	Spectralon port plug. North pole with 0,25 inch diameter.	YES
5	0 degree port – 1 inch diameter, modified with conical hole. We require a Spectralon port plug for this hole.	0 degree port, 1 inch diameter with conical hole and spectralon port plug	YES
6	90 degree port – optical fiber will be mounted through this port. We require a port plug with a hole in its middle, hole diameter of 1 mm	90 degree port with port plug with a 1mm hole in the middle	YES
7	Bottom port – we require 0.4 inch hole for mounting our sample.	Bottom port with 0,4 inch hole	YES
8	Baffles – we require 2 baffles, i) to block line of sight between 90 port and bottom port of the sphere; ii) to block line of sight between 90 port and center of the sphere. The baffle must enable to insert the sample holder inside the sphere through the bottom port – see the images.	Baffle to block line of sight between 90 port and bottom of sphere and to block light between 90 port and center	YES
9	Due to vacuum application usage of blind holes must be avoided. If blind holes are required, vented screws will be needed.	If blind holes are required, vented screws will be needed.	YES
10	System is a closed-cycle optical cryostat in which the sample and sphere will be cooled via contact with a cold finger. Expected operating temperature is approximately 10K.	ok	YES
11	Bottom plate of the sphere must enable to attach the sphere to our cryostat holder – see the technical image please.	ok	YES
	Sphere 2:		
12	1 inch diameter of the interior of the sphere	1 inch integrating sphere	YES
13	3 ports (north pole, 0 degree port, 90 degree port) and hole for the sample at the bottom of the sphere	Sphere with 3 ports, north pole, 0 degree and 90 degree. At the bottom a hole for the sample	YES
14	North pole – 0.25 inch diameter. We require port plug for this port.	North pole, 0,25 inch with port plug	YES
15	0 degree port – 0.45 inch diameter, remove	0 degree port, 0,45 inch diameter with port	YES



	the outer part of the port, conical shape (see the image). We require a port plug for this hole.	plug	
16	90 degree port – optical fiber will be mounted through this port. The port will be moved to view back wall of sphere.	90 degree port, port will be moved to view back wall of sphere	YES
17	Bottom port – we require a 0.35 inch in diameter hole for mounting our sample.	Bottom port with 0,35 inch thru hole for mounting sample	YES
18	Baffles – no baffles required.	Sphere with no baffles	YES
19	Due to vacuum application usage of blind holes must be avoided. If blind holes are required, vented screws will be needed.	If blind holes are required, vented screws will be needed.	YES
20	System is a closed-cycle optical cryostat in which the sample and sphere will be cooled via contact with a cold finger. Expected operating temperature is approximately 10K. Bottom plate of the sphere must enable to attach the sphere to our cryostat holder – see the technical image please.	Ok	YES
21	After the contract is signed, technical images of the custom spheres will be provided by the Seller for confirmation by the Buyer (Not needed to be present in the Seller's bid).	ok	YES

Sphere 1:

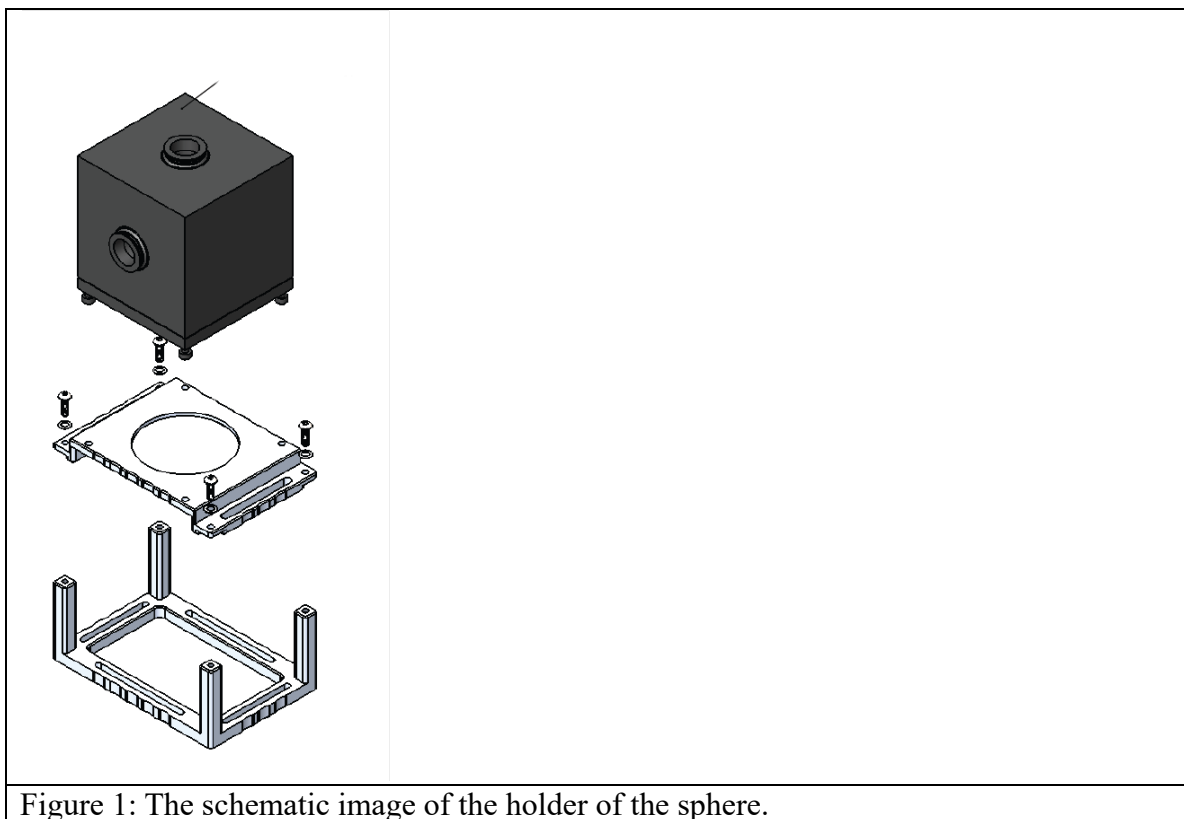


Figure 1: The schematic image of the holder of the sphere.

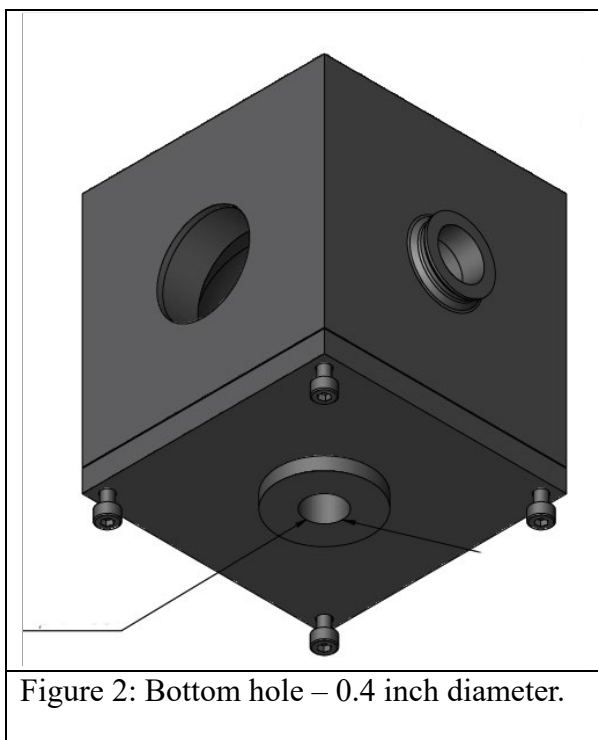


Figure 2: Bottom hole – 0.4 inch diameter.

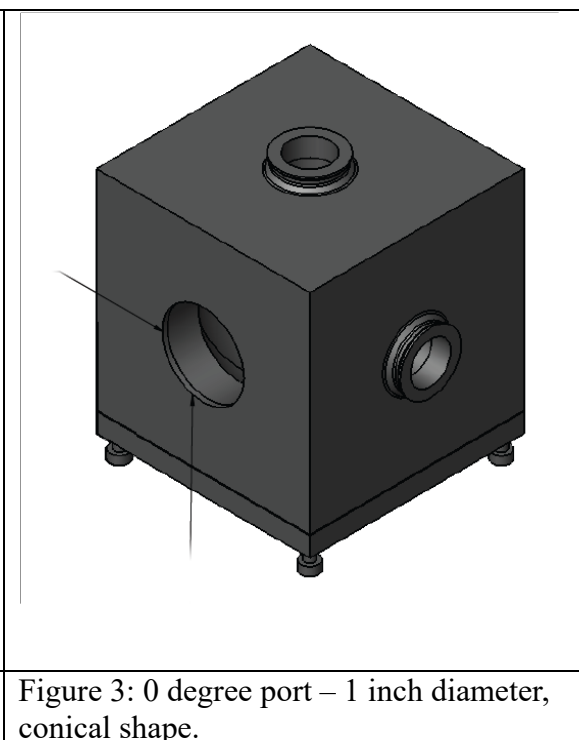


Figure 3: 0 degree port – 1 inch diameter, conical shape.

Sphere 2:

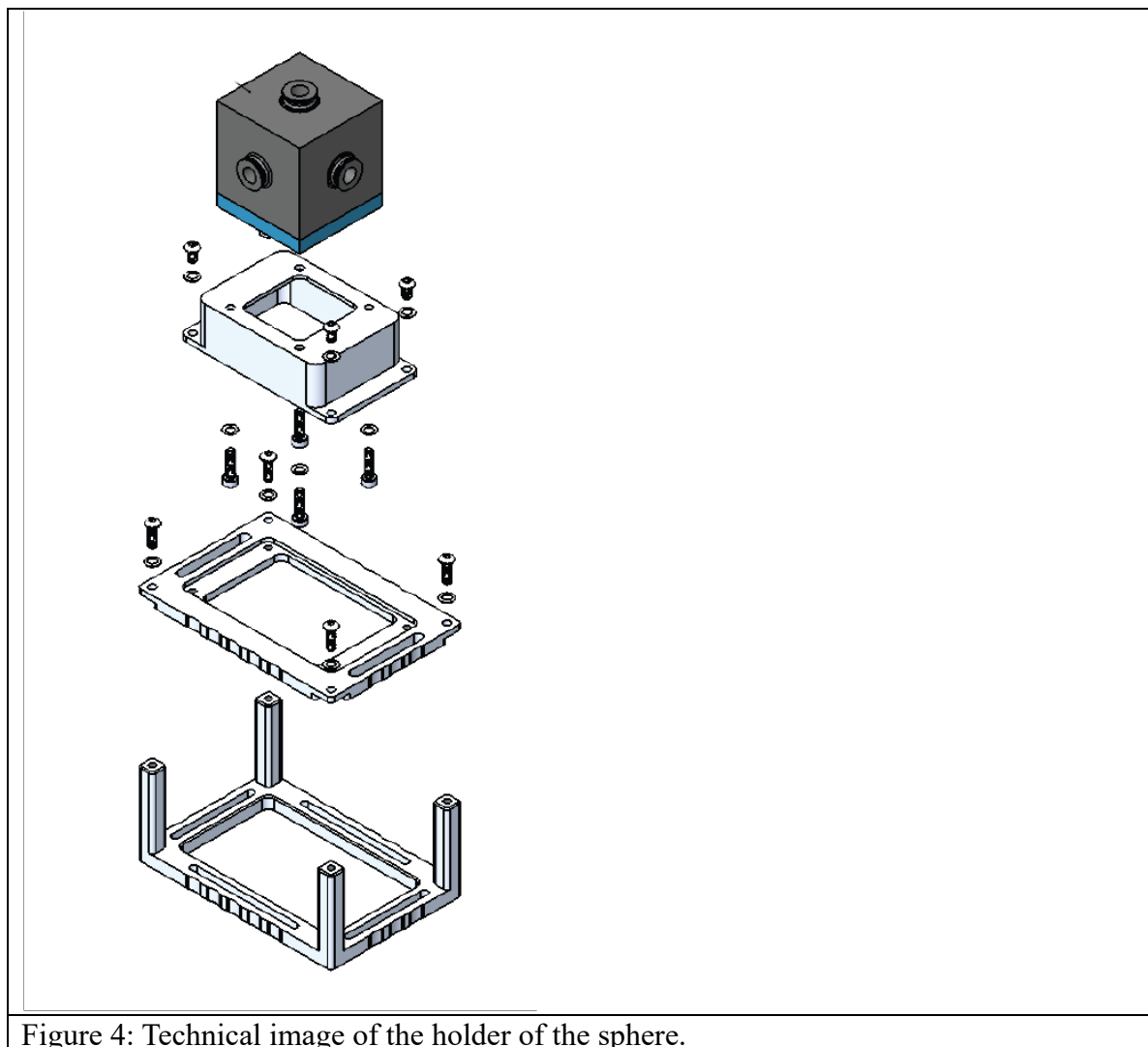


Figure 4: Technical image of the holder of the sphere.

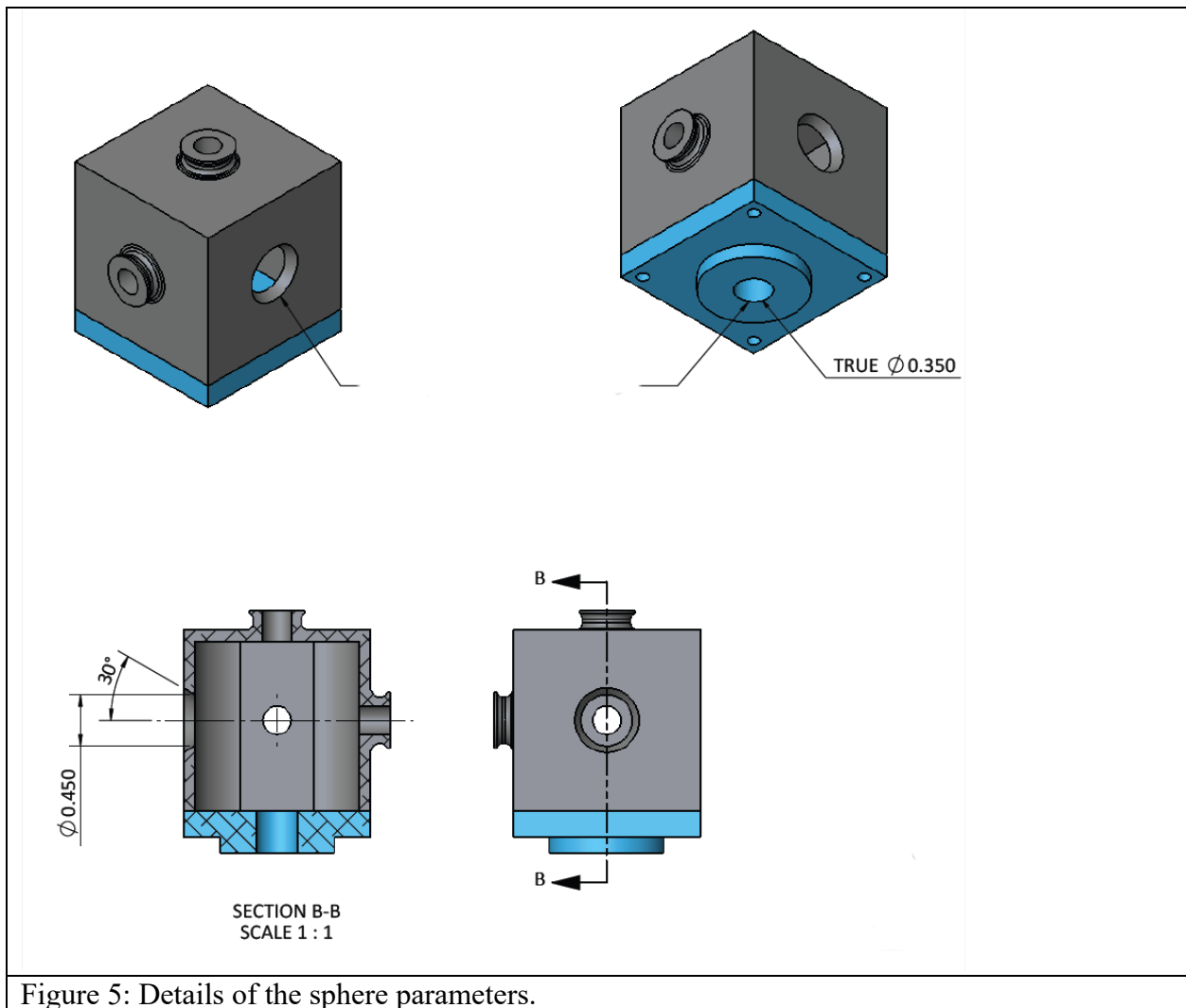


Figure 5: Details of the sphere parameters.



Annex No. 2

The Seller's bid in the extent it describes technical parameters of the Equipment

Pos.	Part-No.	Description	Qty.	Price	Amount
1	CSTM-Sphere	<p>Custom Sphere: CSTM-3P-GPS-010-SL</p> <p>Hardware specifications Labsphere Base Product: 3P-GPS-010-SL: AS-02281-010 Sample at center of sphere, 0° Port excitation 0° side port: Excitation with 10X Mitutoyo optic. Port plug for north pole Move 90° side port to view back wall of sphere Bottom port: Requires 0.350" thru hole for mounting sample. Due to vacuum application do not use blind holes. If blind holes are required, vented screws will be needed. System is a closed-cycle optical cryostat in which the sample and sphere will be cooled via contact with a cold finger. Expected operating temperature ~10K Sphere to be mounted on customer's holder</p>	1		
2	CSTM-Sphere	<p>Custom Sphere: CSTM-4P-GPS-020-SL</p> <p>Hardware specifications Labsphere Base Product: 4P-GPS-020-SL: AS-02292-020 SETUP#1: Sample at bottom of sphere, top excitation North Pole: Excitation source is at north pole – no change in port required 0° side port: to be modified with conical hole (for setup 2). 90° side port: Receiver fiber location Port plug with a 1mm diameter hole to accommodate fiber. Baffle required to block line of sight between 90 port and bottom of sphere 180° side port: No change Bottom port: Requires 0.400" thru hole for mounting sample.</p> <p>SETUP #2: Sample in middle of sphere, excitation via 0° port. 0° side port: used as excitation source and must be modified with conical hole. 90° side port: Receiver fiber location Baffle required to block line of sight between 90 port and center sample 180° side port: No change Bottom port: Use 0.400" thru hole for mounting sample post. Port Plug for north pole Baffle required to block line of sight between 90 port and bottom of sphere Bottom port requires 0.400" thru hole for mounting sample.</p>	1		
3	Packaging	Packaging and Handling	1		
4	SHIP	Shipping	1		

Total amount net:

21,995.00 €

Affidavit

Public Contract name:	Integration spheres for the cryostat
Registered company name / Business name / Name:	SphereOptics GmbH
Seat:	Gewerbestraße 13, 82211 Herrsching a.Ammersee, Germany
Company Identification No.:	HRB 219878, registered at the München District Court

The Supplier of the above-mentioned Public Contract undertakes to:

- a) ensure compliance with all labour law regulations (concerning remuneration, working hours, rest periods between shifts, paid overtime), as well as regulations concerning employment and safety and health protection for the entire duration of the contractual relationship established on the basis of this Public Contract, to all persons involved in the performance of the contract (regardless of whether the activities will be performed by the Supplier himself or his subcontractors) and
- b) ensure compliance with legal regulations in the field of environmental law, which meets the objectives of environmental policy related to climate change, use of resources and sustainable consumption and production. The Supplier must therefore take all measures that can reasonably be required of him to protect the environment and reduce the damage caused by pollution, noise and other activities, and must ensure that emissions, soil pollution and waste water from his activities do not exceed the values laid down in the relevant legislation.

At the same time, the Supplier acknowledges that a breach of the above obligations may be a reason for the Contracting Authority to withdraw from the contract in accordance with its relevant provisions.

Signature of the person authorized to represent the Supplier:	
Place:	Herrsching
First name, Surname, Position in the company:	Dr. Rainer Böhm, Managing Director (Geschäftsführer)
Signature:	