

## PURCHASE CONTRACT

This purchase contract ("Contract") was concluded pursuant to section 2079 *et seq.* of the act no. 89/2012 Coll., Civil Code ("Civil Code"), on the day, month and year stated below by and between:

(1) **Faculty of Mathematics and Physics, Charles University**

with its registered office at: Ke Karlovu 3, 121 16 Praha 2,

registration no.: 00216208,

represented by: doc. RNDr. Mirko Rokyta, CSc. – dean

("Buyer"); and

(2) **Scienta Omicron GmbH**

with its registered office at: Limburger Str. 75, 652 32 Taunusstein, Germany

registration no.: DE 111 361 420

represented by: Anita Davisson, CFO

("Seller").

(The Buyer and the Seller are hereinafter jointly referred to as "**Parties**" and individually as "**Party**".)

### IT WAS AGREED AS FOLLOWS:

#### 1. BASIC PROVISIONS

- 1.1 Under this Contract the Seller shall hand over to the Buyer a **low-energy electron diffraction apparatus** that is described in Annex 1 (*Technical Specification*) to this Contract in the quality and with the properties described therein ("**Object of Purchase**") and the Buyer shall pay the Seller the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.

#### 2. THE TIME AND THE PLACE OF DELIVERY

- 2.1 The Seller shall deliver the Object of Purchase till December 1, 2021.
- a) The place of delivery is **Charles University, Faculty of Mathematics & Physics, Department of Surface and Plasma Science, V Holešovičkách 747/2, 180 00 Praha 8**

3. **THE OWNERSHIP RIGHT**

The ownership right to the Object of Purchase shall pass to the Buyer upon signature of the Handover Protocol (as defined below) by both Parties.

4. **PRICE AND PAYMENT TERMS**

4.1 The purchase price for the Object of Purchase is 830.000,- CZK to this Contract (“**Purchase Price**”). VAT will be paid in accordance with the applicable legal regulations.

4.2 The Purchase Price cannot be exceeded and includes all costs and expenses of the Seller related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the handover and acceptance of the Object of Purchase, costs of copyright, insurance, customs, warranty service and any other costs and expenses connected with the performance of this Contract.

4.3 The Purchase Price for the Object of Purchase shall be paid on the basis of a tax document – invoice, to the account of the Seller designated in the invoice. The Supplier is entitled to issue the invoice after signature of the Handover Protocol of the Object of Purchase. Copy of the Handover Protocol must be attached to the invoice. The invoice must be delivered to the Buyer without undue delay after the signature of the Handover Protocol. The invoice shall have only the electronic form.

4.4 The Buyer shall realize payments on the basis of duly issued invoices within 15 days from their receipt. The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Buyer’s account on behalf of the Seller’s account.

4.5 The invoice issued by the Seller as a tax document 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:

- a) name and registered office of the Buyer,
- b) tax identification number of the Buyer,
- c) name and registered office of the Seller,
- d) tax identification number of the Seller,
- e) registration number of the tax document,
- f) scope of the performance (including the reference to this Contract),
- g) the date of the issue of the tax document,
- h) the date of the fulfilment of the Contract,
- i) Purchase Price,



- j) registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller's request before the issuance of the invoice.

4.6 In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Seller during its maturity period and this shall not be considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice to the Buyer.

## 5. **SELLER'S DUTIES**

5.1 The Seller shall ensure that the Object of Purchase is in compliance with this Contract including all its annexes and applicable legal (e.g. safety), technical and quality norms.

5.2 During the performance of this Contract the Seller proceeds independently. If the Seller receives instructions from the Buyer, the Seller shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Seller finds out or should have found out if professional care was exercised that the instructions are for any reason inappropriate or illegal or in contradiction to this Contract, then the Seller must notify the Buyer.

5.3 All things necessary for the performance of this Contract shall procure the Seller, unless this Contract stipulates otherwise.

## 6. **HANDOVER AND TAKEOVER OF THE OBJECT OF PURCHASE**

6.1 Handover and takeover of the Object of Purchase shall be realized on the basis of a handover protocol.

6.2 If the Object of Purchase does not meet requirements stipulated in this Contract, the Buyer is entitled to refuse the takeover of such Object(s) of Purchase. In such a case the Seller shall remedy the deficiencies within ten (10) working days, unless Parties agree otherwise. The Buyer is entitled (but not obliged) to takeover the Object(s) of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation of the Object(s) of Purchase. In such a case the Seller and the Buyer shall list the deficiencies in the handover protocol, including the manner and the date of their removal (remedy). If the Parties do not reach agreement in the handover protocol regarding the date of the removal, the Seller shall remove the deficiencies within ten (10) working days.

## 7. **WARRANTY**

7.1 The Seller shall provide a warranty of quality of the Object of Purchase for the period of 12 months. If any document of the Seller states the warranty of longer duration in relation to the Object of Purchase, then such warranty of longer duration shall be applied instead.

- 7.2 The warranty period shall begin on the day of the signature of the handover protocol by both Parties. If the handover protocol lists any deficiencies, the warranty period shall begin on the day, which follows the day, in which the last deficiency was removed.
- 7.3 If the Buyer ascertains a defect of the Object of Purchase during the warranty period, the Buyer shall notify such defect without undue delay to the Seller. Defects may be notified on the last day of warranty period, at the latest.
- 7.4 The Buyer notifies defects in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: [services@scientaomicron.com](mailto:services@scientaomicron.com). The Seller shall confirm within 48 hours from the receipt of the notification.
- 7.5 In the notification the Buyer shall describe the defect. The Buyer has the right to:
- a) ask for the removal of the defect by the delivery of new Object(s) of Purchase or its individual parts, or
  - b) ask for the removal of the defect by repair, or
  - c) ask for the reasonable reduction of the Purchase Price.

The choice among the above mentioned rights belongs to the Seller. The Buyer is also entitled to withdraw from this Contract, if by delivering the Object of Purchase with such defects this Contract is substantially breached.

- 7.6 The Seller shall remove defects that occur during the warranty period free of charge within 3 months from their notification, unless Parties due to the nature of the defect agree on the shorter or longer period of time.
- 7.7 Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the confirmation that the defect was removed. The warranty period shall be extended by a period of time that elapses between the notification of the defect until its removal.
- 7.8 In case that the Seller does not remove the defect within stipulated time or if the Seller refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Seller shall reimburse these costs within 10 days after the Buyer's request to do so.
- 7.9 The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller's instructions for the operation and maintenance of the Object of Purchase.

## 8. PENALTIES

- 8.1 If the Seller is in delay with the delivery of the Object of Purchase, the Seller shall pay to the Buyer a contractual penalty in the amount of 0.05 % of the Purchase Price for every (even commenced) day of delay.



- 8.2 If the Seller is in delay with the removal of the defect, the Seller shall pay to the Buyer a contractual penalty in the amount of 0.05 % of the Purchase Price for every (even commenced) day of delay.
- 8.3 The Seller shall pay contractual penalties within fifteen (15) days from the day, on which the Buyer enumerated its claims. The payment of contractual penalties shall not affect the right of the Buyer to damages even to the extent to which such damages exceeds the contractual penalty.
- 8.4 The Buyer is entitled to unilaterally set off claims arising from the contractual penalties against the claim of the Seller for the payment of the Purchase Price.

9. **RIGHT OF WITHDRAWAL**

- 9.1 The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:
- a) the Seller shall be in delay with the fulfilment of this Contract and such delay lasts more than 4 weeks;
  - b) the insolvency proceeding is initiated against the Seller.

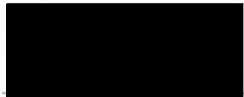
10. **FINAL PROVISIONS**

- 10.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.
- 10.2 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferably settled by a mutual negotiation. In case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.
- 10.3 The Seller is not entitled to set off any of its claims or his debtor's claims against the Buyer's claims. The Seller is not entitled to transfer its claims against Buyer that arose on the basis or in connection with this Contract on third parties. The Seller is not entitled to transfer rights and duties from this Contract or its part on third parties.
- 10.4 All modifications and supplements of this Contract must be in writing.
- 10.5 If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract in such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.
- 10.6 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 10.7 An integral part of this Contract is Annex 1 (*Technical Specification*).


10.8 This Contract shall be valid on the date of the signature of both Parties and effective on the day, on which it was published in the register of contracts within the meaning of the Act no. 340/2015 Coll., on the Register of Contracts.

**IN WITNESS WHEREOF** attach Parties their handwritten signatures:

**Buyer**

Signature: 

Name: doc. RNDr. Mirko Rokyta, CSc.

Position: dean 

Date: 29 -09- 2021

**Seller**

Signature: 

Name: Anita Davisson

Position: CFO

Date: 6.10. 2021

**ANNEX 1**  
**TECHNICAL SPECIFICATION**

## Requirements for low-energy electron diffractometer

The subject of delivery will be a device for surface analysis by low-energy electron diffraction (LEED), including the vacuum parts (electron gun, 4 grids, channelplate screen, and mechanical retraction system). The delivery of control electronics and cabling is not requested if the LEED is compatible with electronics currently available in our department:

Digital AES Controller from OCI Vacuum Microengineering Inc. with lock-in amplifier model LOA10-AES, Serial number: 09MA0867L2RC

DIGITAL LEED-AES CONTROLLER from OCI Vacuum Microengineering Inc., Serial number: 09LU1359L3RX

List of requirements:

[Req-1]	Vacuum part must be ultrahigh-vacuum-compatible and bakeable at least to 200 °C.
[Req-2]	The LEED apparatus will be mounted on the chamber via a DN160CF flange.
[Req-3]	Mechanical retractor for setting the distance from the sample must allow at least 75 mm retraction.
[Req-4]	Channelplate with ability to obtain diffraction patterns at a current of 50 pA.
[Req-5]	Maximum diameter of the electron gun is 10 mm.
[Req-6]	Detection system must include 4 grids with at least 80% transmission.
[Req-7]	Required energy range of the beam is 750 V in the diffraction mode and 3000 V in the Auger spectroscopy mode. Energy precision must be better than 0.5%.
[Req-8]	It must be possible to focus the beam into a spot with 0.1 mm diameter.
[Req-9]	Must include magnetic shielding.
[Req-10]	Warranty for at least 12 months.
[Req-11]	The supplier guarantees the availability of spare parts for at least 5 years.