

Loan for Use Agreement

Leibniz-Institut für Plasmaforschung und Technologie e.V.

Felix-Hausdorff-Straße 2, 17489 Greifswald

Germany

represented by Prof. Dr. K.-D. Weltmann, Professor

- hereafter referred to as "**Lender**" -

and

Masaryk University | Faculty of Science

Department of Physical Electronics

CEPLANT Research Infrastructure

Kotlářská 2, 611 37 Brno

Czech Republic

represented by prof. Mgr. Tomáš Kašparovský, Ph.D., Dean of the Faculty of Science

- hereafter referred to as "**Borrower**" -

hereby enter into the following Contract of Loan for Use:

§ 1 Subject Matter and Duration of the Loan for Use

- (1) From January 24th, 2022 to January 23th, 2024 and free of cost, the Lender will undertake a loan for use concerning

TC-SPC System

Becker und Hickl GmbH Berlin

consisting of:

Simple-Tau 150, 2 x Photomultiplier PMC-100-04, laptop with power cable

INP inventory number: 5025

purchase price: 35,000 EUR

and

ARC SpectraPro-500i

Acton Research

serial number: 50044

purchase price: 30,000 EUR

(hereafter referred to as "**item loaned**")

- (2) The Borrower intends to use the item loaned for the purpose of testing (testing and examination, not for commercial use) on its own premises. The Borrower will place the results of tests at the disposal of the Lender. Publications that originate in the context of this Contract of Loan for Use are to be published with acknowledgement - to the extent appropriate - of the party of the Borrower as co-author.

- (3) The item loaned will be set up at the following location:

Masaryk University | Faculty of Science

Department of Physical Electronics

CEPLANT Research Infrastructure

Laboratory of optical spectroscopy (Building No. 6)

A: Kotlarska 2

611 37 Brno, Czech Republic

responsible contact person:

- (4) The written approval of the Lender is necessary if the item loaned is to be used for any purpose other than for the research project put forth in Paragraph 2.

§ 2 Delivery and Use

- (1) The Lender and the Borrower are to attest to the delivery of the item loaned and to the fact that it is in good working order in a report that is to be signed by all parties concerned.
- (2) The Borrower may not use the item loaned in any other fashion than that use put forth in the Contract. The Borrower is not entitled to modify or repair the item loaned. Structural alterations are only to be undertaken after receiving the prior written consent of the Lender.
- (3) The item loaned is not suitable for commercial purposes.
- (4) Upon expiration of the Contract the item loaned is to be returned promptly and without the necessity of making a request therefor.
- (5) The Lender is to be promptly informed of any damage or modification of the item loaned, as well as of the loss of the item loaned.
- (6) The Borrower is only to use the item loaned for its own purposes. It is expressly prohibited to lease or provide it in the form of a loan to any natural or legal person. The Lender is obligated to protect the item loaned from any form of distraint, attachment, or interference with possession by third parties. The Lender is to be promptly informed of any impending measure of this nature and the item loaned is, if necessary, to be redeemed at the Borrower's own cost.

§ 3 Costs

The Borrower is responsible for the transport of the item loaned, the costs involved therewith, and the risk of transport, as well as the costs for service and maintenance, operation, and any necessary repairs.

§ 4 Liability

- (1) As of the time of delivery of the item loaned, the Borrower is liable for any culpable deterioration in quality, loss, or destruction of the item loaned during the time period for which the item loaned has been placed at the Borrower's disposal. The Borrower will promptly inform the Lender should there be deterioration in quality, loss, or destruction of the item loaned. The amount of compensation for this damage amounts to a maximum of the value specified in §1 (1).

- (2) The Lender makes no guarantees as to the correctness of the item loaned or of its suitability for the purpose put forth in §1. No guarantee is made that the item loaned is free from third party property rights. The Lender is not liable, either for the duration of this Contract of Loan for Use or after this Contract's expiration, for the correctness or completeness of the information provided or for damages of any kind whatsoever that arise from use of the item loaned or information obtained thereby. Liability for consequential harm caused by a defect is excluded. The Borrower indemnifies the Lender against third-party claims against the Lender and its vicarious agents for the reparation of damages that occur through the Borrower's use of the item loaned.
- (3) If the Lender fraudulently fails to inform the Borrower of a defect in title or a defect in quality in the item loaned, then the Lender is obligated to compensate the Borrower for the damages resulting therefrom.
- (4) Claims against the Lender and its vicarious agents for compensation of damages are excluded unless they are based on intent or gross negligence. This also applies to indirect damages or lost profits. This limitation on damages does not apply to loss of life, bodily injury, or impairment of health.

§ 5 Termination

- (1) The Lender has the right to terminate the Contract based on grounds provided for by statute [especially § 605 BGB (Bürgerliches Gesetzbuch = German Civil Code)] and may do so without observing the term of notice and also thereby has a right to promptly reclaim the item loaned. § 605 No. 1 BGB does not apply to Sentence 1 above. In particular, good cause exists if the Borrower makes use of the item loaned in a manner contrary to the terms of the Contract, if damages occur to the item loaned, or if the confidence of the Lender in the Borrower is shaken through another event. Termination must be in writing. Mere use of electronic communications is excluded.
- (2) The Lender has the right to reclaim the item loaned after providing notice of one month in advance, if the Lender requires the item loaned for research and teaching purposes including those for which the loan for use was undertaken.

§ 6 Concluding Provisions

- (1) If a provision of this Contract is or proves to be invalid, then this does not affect the validity of the remaining provisions of this Contract. Instead, the provision is to be retroactively replaced by one that is legally permissible and of a content that comes closest to that of the original provision. The same applies to loopholes in the Contract.
- (2) No partner is entitled to enter into obligations that also apply to the other partner without first obtaining the express written consent of the partner affected.
- (3) There are no oral ancillary agreements between the partners concerning the item loaned. Modifications and additions to this Contract must be in writing. The writing requirement itself can only be waived in writing. Mere electronic communications are excluded.
- (4) The place of performance as well as that of jurisdiction is Greifswald. The law of the Federal Republic of Germany applies.

Greifswald,

Leibniz Institute for Plasma Science and Technology:

Prof. Dr. K.-D. Weltmann
Chairman of the Board and
Scientific Director

Administrative Member of the Board

Brno,

Masaryk University | Faculty of Science:

pr _____, Ph.D.
Dean of the Faculty of Science