

# SALES AGREEMENT

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This sales agreement (the "Agreement") enters into force upon signature by each of the parties:

1. **Universität Ulm**, located at Helmholtzstraße 16, 89069 Ulm, Germany, represented by Dieter Kaufmann, chief financial officer (the "Seller") and
2. **Fyzikální ústav AV ČR, v. v. i.**, located at Na Slovance 1999/2, 182 21 Praha 8, Czech Republic, represented by RNDr. Michael Prouza, Ph.D., Director (the "Buyer").

The Seller and the Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

- 1) **Sale of Goods.** The Seller agrees to sell and the Buyer agrees to purchase the following items (the "Goods") in the following quantities and at the following prices:

Description of Goods	Quantity	Price Per Unit
vintage Aixtron Epitaxy Equipment (#1529) AIX-200/4 RF-S HT	1	EUR 10 000
vintage LayTec EpiCurve® TT Two 405/950 Blue	1	EUR 3 000
Total		EUR 13 000

Other Details: Second-hand goods; age-typical signs of use and wear. Production year of the Goods: 2001 and 2011.

- 2) **Purchase Price.** Buyer will pay to Seller for the Goods and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of **13 000 EUR** (thirteen thousand Euro).

Unless otherwise agreed, the Buyer shall be responsible for all taxes, customs duties/clearance, import/export licence in connection with the purchase of the Goods.

- 3) **Payment.** The Seller will send an invoice to the Buyer before the Goods are taken away. Unless otherwise agreed, payment for the Goods is due within 30 days from the date of issue of the invoice by the Seller, and the date of payment of the invoice must precede the collection of the Goods.
- 4) **Collection of the Goods.** The Seller will make the Goods available for the Buyer for collection on or before March 31, 2022, at the following address: Universität Ulm, Institut für Funktionelle Nanosysteme, Cleanroom Lab, Albert-Einstein-Allee 45, 89075 Ulm, Germany. The Goods shall be disassembled and packed for transport by the Buyer himself.

Shipping costs: The Buyer pays all shipping costs.

- 5) **Title, Risk of Loss.** Title to and risk of loss of the Goods shall pass to the Buyer upon collection of the Goods in accordance with this Agreement.
- 6) **Right of Inspection.** The Buyer shall be allowed to examine the Goods before purchasing it.
- 7) **Warranties.** The Goods are purchased "as is". The Buyer acknowledges that he has not relied on and the Seller has not made any representations or warranties with respect to the quality or condition of the Goods. The sale is made under exclusion of any and all warranties for defects.
- 8) **Seller Representations and Warranties.** Seller warrants that the Goods are free, and at the agreed time will be free, from any security interest or other lien or encumbrance. Seller warrants that there are no outstanding titles or claims of title hostile to the rights of the Seller in the Goods.

- 9) Force Majeure.** The Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Seller's reasonable control.
- 10) Limitation of Liability.** Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of the Agreement, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage.
- 11) Amendments.** No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.
- 12) Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of Germany, not including its conflicts of law provisions.
- 13) Disputes.** Any dispute arising from this Agreement shall be resolved through mutual negotiations. In the event that any dispute cannot be resolved by negotiations, it shall be resolved by the competent court in Germany based on application of any of the Parties; the court having jurisdiction will be the court where the seat of the Seller is located.
- 14) Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.
- 15) Notices.** Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by courier service or by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.
- 16) Waiver.** No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date of the later of the signatures below.

11. 3. 2022

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Dieter Kaufmann  
Universität Ulm

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RNDr. Michael Prouza, Ph.D., Director  
Fyzikální ústav AV ČR, v. v. i.