Appendix No. 1

to the Purchase Contract

Buyer´s Contract No 023387/2021/01

which within the meaning of § 2079 et seq. Act No. 89/2012 Coll., the Civil Code (hereinafter the "Civil Code") concluded the following day, month and year and under the following conditions, these parties

**THE BUYER**

**Name: Brno University of Technology**

Component part: **Central European Institute of Technology**

Seat: Purkynova 656/123, 612 00 Brno, Czech Republic

Public university, not registered in the Commercial Register

Represented by: prof. Ing. Radimír Vrba, CSc., Director of Central European Institute of Technology

Id. No.: 00216305

Tax Id. No.: CZ 00216305

Contacts of the Buyer:

xxxx

and

**THE SELLER**

**Name:** **Thomas Keating Limited**

Seat: Station Mills, Daux Road, Billingshurst, West Sussex. RH14 9SH.

Registration in the Commercial Register: Companies House

Represented by: Mr. David Roberts, Commercial Manager

Id. No.: 00203511

Tax Id. No.: GB 193 0815 60

Bank details: xxx

Contact person of the Seller:

xxx

**(hereinafter also jointly referred to as the ʺPartiesʺ)**

# úvodní jednání

## On 15th November 2021, the parties entered into a purchase contract for delivery of Quasi-Optical (QO) system for Electron SpinResonance (ESR) spectroscopy, which was requested in a small-scale public tender entitled "Quazi-Optický systém pro ESR spektroskopii/Quasi-Optical system for ESR spectroscopy ".

## The Seller has undertaken to fulfill its obligation under the Contract within 20 weeks from the effective date of the contract. The Contract entered into force on 18th November 2021 by publication in the register of contracts in accordance with Act No. 340/2015 Coll., on the Contract Register, as amended.

## By concluding the Contract, both parties acknowledged that they were concluding the Contract at the time of the ongoing pandemic in connection with the occurrence of coronavirus (referred to as SARS CoV-2), and the Seller was not aware of any obstacles that would coronavirus to properly fulfill their contractual obligations.

## On March 23, 2022, the Seller informed the Buyer that in the last three weeks at Thomas Keating Limited there were a large number of Covid cases, which led to the isolation of many employees and slowed/halted work on projects, including the CEITEC BUT project.

## Based on the request and information from the Seller, the Buyer agrees that due to the ongoing epidemic of SARS CoV-2 in the world, it is possible to modify the terms and conditions of the Contract. Modification is necessary because the problems caused by SARS CoV-2 make problems with deliveries globally, these problems could not the Seller, even at the time of the conclusion the Contract, expect or anticipate, as the situation has changed in each state since the autumn 2021, sometimes from day to day. Thus, to the best knowledge and belief, the Seller could not expect to be unable to meet his contract obligations when the epidemic spread worldwide and component manufacturers of various equipment and machinery were out of supply, including worldwide. This shortfall is subsequently reflected in the final deliveries.

## The need to modify the Contract thus arose as a result of circumstances that neither the Seller nor the Buyer (contracting authority) acting with due diligence could have foreseen, the modification of the contractual conditions does not change the overall nature of the public contract. Thus, a change in the obligation under the contract is not considered a material change.

# SUBJECT OF THE APPENDIX

## By this Appendix, the Parties shall regulate the time limit set for the performance of the Subject of the Purchase as follows:

## The Seller undertakes to hand over the Subject of the Purchase to the Buyer no later than **August 18, 2022**.

## The other provisions and annexes of the Contract remain unchanged.

# FINAL ARRANGEMENTS

## The Parties have agreed that the rights and obligations of the Parties not expressly regulated by this Appendix are governed by the Contract and the relevant provisions of the Civil Code.

## This Contract is concluded by electronic means, so that each party provides it with its recognized electronic signature.

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| --- | --- |
| In Brno 31. 3. 2022 | In Billingshurst 30. 3. 2022 |
| ……………………………….................... | ……………………………….................... |
| prof. Ing. Radimír Vrba, CSc., | Mr. David Roberts |
| Director of CEITEC BUT  For the Buyer | Commercial Manager  For the Seller |