**CONTRACT FOR SERVICES**

(pursuant to § 1746 et seq. Act No. 89/2012 Coll., the Civil Code, as amended)

1. **Technical university of Liberec**

Place of residence: Studentská 2, Liberec 1, CZ-461 17

ID: 46747885

Tax ID: CZ46747885

Bank: xxxxxxxxxxxx

Bank account number: xxxxxxxxxxxxxxx

Acting: xxxxxxxxxxxxxxxxx

Person responsible for the contract: xxxxxxxxxxxxxxx.

Internal contract number: xxxxxxxxx

(hereinafter referred to as the “**Client**”)

and

1. Name/Company: METLAB Andrzej Wojtas

Place of business/residence: ul. Harcerska 40, 52-404 Wroclaw, Poland

Personal ID No.: xxxxxxxxxxx

Date and place of birth: xxxxxxxxxxxxxxxxx

Bank: xxxxxxxxxxxxxx

Bank account number: xxxxxxxxxxxxxxx

Represented by: Andrzej Wojtas

(hereinafter only referred to as the “**Contractor**”)

enter into the following Contract for Services (hereinafter referred to as “**Contract**”):

I.

**Subject of the Contract**

1. The Contractor hereby agrees to perform for the Client at their own expense and at their own risk within the agreed time the following Work: iXRD Maintenance, Alignment check and Calibration to meet ASTM e915 (hereinafter referred to as “Work”).
2. The Work will be used for the following purposes: iXRD Maintenance, Alignment check and Calibration to meet ASTM e915
3. The Client agrees to pay the Contractor the price stated below for execution of the Work.
4. The contracting parties have agreed that all titles of ownership of the Work are passed from the Contractor to the Client on the day of full payment for the Work

II.

**Cost and Payment Terms**

1. The Client is obliged to pay the Contractor the price of the Work amounting to EUR **3350** without VAT (in words: **three thousand three hundred and fifty** euro).
2. The price of the Work is agreed on as fixed and unchangeable throughout the execution of the Work and it shall include all costs of the Contractor to perform the Work within the agreed scope and time.
3. The price for the work also includes:

* complete optical and mechanical alignment of the system. Includes beam alignment, beta axis concentricity alignment, focal distance calibration, autofocus system calibration, and verification against ASTM e915. Includes verification against low and high stress standards.
* maintenance checks on all operational axes and confirmation of operation, includes lubrication of the linear axes leadscrew with MOS2 lubricant.
* maintenance checks on shutter operation, safety interlock operation of doors, warning indicators, Spellman power supply and key locks.
* maintenance of the cooling system including cooling system flushing, all filters cleaned, and refilled with Proto coolant mixture with DI water.
* maintenance check and calibration of the Automated Retained Austenite Arc
* verification of the DC bus voltages on the system.
* final safety checkout of the system with the shutter on, x-rays at normal operating power.
* full inspection rand calibration report.
* proto coolant.
* travel expenses and subsistence.

1. The payment rates for Work under this Contract shall be executed by the Client in a single payment after a proper handover of the Work by the Contractor to the Client as well as on the execution of the transfer protocol based on the invoice. The invoice due date is set a twenty-one (21) calendar days of receipt of invoice to the Client.
2. The protocol on the handover of the Work will be made in two identical copies – one for the Client and one for the Contractor.

III.

**Work Execution Deadline**

The Contractor agrees to perform the Work specified in the article “Subject of the Contract” within 60 days from the signing of this contract.

IV.

**Delivery and Execution of the Work**

1. The Contractor fulfills their obligation to perform the Work by means of its proper completion without any defects or arrears, within the deadline specified in the article “Work Execution Deadline” and by delivering the Work to the Client at the place of delivery: Liberec.
2. The Client is fully entitled to check how the Work is being executed.
3. The risk of damage to the work transferred to the Client at the moment of handover and confirm the transfer protocol.

V.

**Work Execution Method and the Contractor’s Duties**

1. The method of execution of the Work shall be governed by the provisions of § 2589 et seq. of the Civil Code, unless the Contract states otherwise.
2. The Contractor is obliged to deliver the Work in the quality and extent determined by the character of the Work as well as by this Contract.
3. The Contractor will approach the realization of the Work with professional care being conform to methods commonly used in their professional domain and will ensure the works during the execution of the object of the Work are performed with needed professional knowledge and qualification conform to relevant regulations concerning the execution of the Work.

VI.

**The Client’s Interaction**

1. The Client agrees to provide the Contractor with the following interaction:

* Report of all performed work
* Certificate of calibration according to ASTM e915

VII.

**Commitment Ensuring**

1. In case of default in paying the price of the Work, the Client shall pay the Contractor a penalty of 0.05 % of the unpaid amount for each day of delay.
2. In case of default of the Contractor to hand over the Work, the Contractor is required to pay the Client a penalty of 0.05 % of the price of the Work excluding VAT for each day of delay.
3. A payment of the penalty does not affect the right to compensation for damage suffered the contracting party requesting the penalty being causally related to a violation of this Contract.
4. The Client is entitled to set off the contractual penalty(-ies) against any financial performance provided to the Contractor, even in another business case.
5. Eligibility for a penalty is not subject to any formality on the part of the contracting party. Payment of the penalty does not relieve the contracting party of their commitment to fulfill the duties agreed on in this Contract.

VIII.

**Liability for Defects**

1. The Work is defective if its expected result does not match the subject matter of this Contract, the purpose of its use, or if it does not have the qualities expressly specified by this Contract.

IX.

**Liability for Damage**

1. The contracting party is liable for damage caused by a violation of their obligations arising from this Contract, regardless of fault with the possibility of liberation under § 2913/2 Civil Code. A damage includes also a derogation which originated due to a violation of their obligations of the other Party.

X.

**Withdrawal from Contract**

1. Either contracting party is entitled to withdraw from this Contract if the other contracting party violates their contractual obligations in a significant way although this contractual party has been given a notice concerning this fact in a provable way.

The following situations are considered to be a significant violation of the Contract:

* the Client is in delay with payment for a period exceeding twenty-one (21) days following the due date;
* the Contractor is in delay with delivering the Work for more than twenty-one (21) days;
* it is found out that the parameters of the Work do not correspond to requirements set in this Contract;
* the Contractor violates repeatedly the duties resulting from this Contract. A repeated violation of the duties is considered to be a violation the existence of which the Client has expressly signalized to the Contractor in the past.

1. If the contracting party (the authorized party) provides the other contracting party (the liable party) with spare (additional) time limit in order to fulfill their commitments, the authorized party may withdraw from the Contract only after the expiry of this period. However, this does not apply if the liable party declares before the end of this time limit that they are not able to fulfill their obligations. In such case, the authorized party may cancel the Contract even before the end of the deadline of the additional fulfillment deadline, after having obtained from the liable party a declaration stating this.
2. The Contract expires on the day of notice of withdrawal from the Contract is delivered to the other of the two contractual parties.
3. A withdrawal from the Contract does not affect the claim for damages arising from a violation of the Contract and claims for a payment of a contractual penalty.

XI.

**Final arrangements**

1. The contract reflects a serious expression of free will of the parties.
2. The Contracting Parties declare that all rights and obligations under this Contract and the rights and obligations arising from it will be dealt with under the provisions of the Civil Code, in particular according to (general) provisions for obligations.
3. Rights and duties resulting from this Contract are passed on to eventual successors of the contractual parties. It is only possible to transfer rights and duties resulting from this Contract after a written consent of the other contractual party has been obtained.
4. In case of any doubts, it is understood that documents addressed to the Contractor were delivered on the tenth day following the day they were provably sent by means of a postal services operator.
5. In the event of a situation where some of the provisions of this Contract become invalid, ineffective or unviable, this shall not affect the validity, effectiveness or viability of the remaining provisions of this Contract.
6. The Contract is executed in two equivalent copies, each of which has the force of the original. Each Contracting Party shall receive one copy.
7. Amendments and supplements to this contract can only be made in writing and in the form of sequentially numbered and mutually agreed amendments.
8. The contract is valid when signed by the authorized representatives of both contractual parties and comes into effect on the day it is published in the Register of contracts.
9. Any disputes between the parties arising from this Contract shall be settled amicably. If an amicable settlement is not reached, the parties negotiate territorial jurisdiction of applicable courts of law defined according to the seat of the Client.
10. If the contract fulfils the conditions for publication in the Register of contracts, it will be published by the Technical University of Liberec, according to the Act no. 340/2015 (Registry of contracts) in the Register of contracts administered by the Ministry of the Interior.
11. Both parties declare that they have read this Contract carefully and in evidence of the agreement with the above provisions they affix their signatures:

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| Stamp and signature of the Contractor  ………………………………………….  Andrzej Wojtas  In Wrocław on 22.06.2022 | Stamp and signature of the Client  ……………………………………………  Assoc. Prof. Jaromir Moravec, Ph.D.  In Liberec on 23.06.2022 |