

SERVICE CONTRACT

Concluded pursuant to the provision of Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code (hereinafter simply "Contract"), between the following contracting parties:

1 Contracting parties:

Client: **Vysoká škola chemicko-technologická v Praze (in english: University of Chemistry and Technology, Prague)**
Based at: Technická 1905/5, 166 28 Praha 6
Represented by: xxxxx, rector
ID No: 60461373
Tax ID No.: CZ60461373
Contact person: xxxxx

(hereinafter simply „client“)

Contractor: **LS Instruments AG**
Registered office :Passage du Cardinal 1 – 1700 Fribourg
Representative: xxxxx
Bank: xxxxx
ID No: IBAN: xxxxx
Tax ID No.: CHE-101.395.635 VAT

(hereinafter „contractor“)

each individually referred to as “contracting party”, both jointly referred to as “contracting parties”

2 Subject of Contract

- 2.1 The subject of this Contract is service and replacement of the damaged parts of the 3D LS Spectrometer (hereinafter “device”). The service particularly comprise:
- Dismantling and Reinstallation of the 3D LS Spectrometer
 - Check of the optical and mechanical alignment, the Laser and detector performance, the temperature control system and its calibration and the operation of all moving parts;
 - Any necessary realignment of the device;
 - Test measurements;
 - Installation of the most recent, compatible software version;
 - Exchange of wear parts, where necessary.

Hereinafter “service”, specified in Annex No. 1: Quote 3D LS Spectrometer: Dismantling and Reinstallation.

- 2.2 Service will be performed in the laboratories of Department of Chemical Engineering on the client's address: Technická 1903/3, Prague 6.
- 2.3 The service will take five days and the exact date will be specified by agreement of the contracting parties at least 3 months prior to the service. The contractor is obligated to perform the service in the period from September 2022 to December 2022.
- 2.4 The service is considered completed if it has been handed over in the form of a written protocol. The protocol will be draw up in English. If no objection of the client has been received within 3 working days from the date this protocol has been handed, the service is considered to have been completed with no faults or reservations.

3 Price and Payment Terms

- 3.1 The price of the service is agreed in amount of: CHF 15,305.00,- without VAT, which will be charged by the contractor in accordance with Act No. 235/2004 Coll., On Value Added Tax, as amended.
- 3.2 The client will pay the contractor the price on the basis of issued invoice delivered as soon as the contract is signed. The invoice must contain the details stipulated for a tax document. If an invoice does not contain all the details stipulated by the relevant applicable legislation for a tax document and invoice, or if an invoice contains incorrect date, the client is entitled to return it to the contractor. In such case the original maturity period ceases to apply and a new maturity period commences upon delivery of the duly corrected or reissued invoice to the client.
- 3.3 The invoice is payable within 30 days of delivery of the invoice to the client. Invoice is to be paid by bank transfer to the contractor's account. The obligation to pay is fulfilled the moment the relevant sum is credit to the contractor's account.

4 Warranty

- 4.1 The contractor is responsible for proper and professional execution of the service in accordance with the regulations and standards applicable in the Czech Republic at the time of performance of the service and with a standard corresponding to the usual current technical level.
- 4.2 The client may claim the quality of parts replaced during the service during a period of 6 months. The period is counted from the date of the completed service (signed acceptance report).
- 4.3 After successful acceptance of the service by the client by means of a signed acceptance report, the client may complain about the quality of the parts replaced as part of the service for a period of 6 months. The period begins with the date of the signed acceptance report.
- 4.4 If the replaced parts break within the first 6 months, it is assumed that the problem existed on receipt of the goods, unless the Contractor can prove otherwise. Client has the right to a repair or replacement of said part free of charge, or if this turns out to be too difficult or costly, be offered a price reduction or the money back. Any consequential expenses beyond the expenses related to the direct replacement of the part under warranty are excluded from the warranty claim (e.g. expenses for assembly and disassembly, realignment, transport, waste disposal, travel and site-to-quarters time).
- 4.5 For warranty work on client's premises client shall make available free of charge any assistance, hoisting gear, scaffolding and sundry supplies and incidentals that may be required. Replaced parts shall become the property of contractor.
- 4.6 The foregoing warranty obligations are conditional upon the client giving immediate notice in writing of any defects that have occurred. Client shall prove immediately the presence of a defect, in particular he shall make available immediately to contractor all material and data in his possession.
- 4.7 Contractor's warranty obligation shall not extend to any defects due to assembly and installation work not undertaken by contractor, inadequate equipment, or due to non-compliance with installation requirements and operating conditions, overloading of parts in excess of the design values stipulated by contractor, negligent or faulty handling or the use of inappropriate materials, nor for defects attributable to material supplied by client. Nor shall contractor be liable for damage due to acts of third parties, atmospheric discharges, excess voltage and chemical influences. The warranty does not cover the replacement of parts subject to natural wear and tear. Contractor accepts no warranty for the sale of used goods.
- 4.8 The warranty shall lapse immediately if, without written consent of contractor, Client himself or a third party not expressly authorised undertakes modifications or repairs on any items delivered.
- 4.9 The provisions of sub-paragraphs 4.2 to 4.8 shall apply, mutatis mutandis, to all cases where the obligation to repair defects has to be accepted for other reasons laid down by law.

5 Validity and Effectiveness of Contract

- 5.1 The client is a liable entity under Act No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts, the Publishing of these Contracts and the Register of Contracts, as amended (hereinafter referred to as the "Register of Treaties Act"). The contractor acknowledges and expressly agrees that the Contract will be published in accordance with the Register of Treaties Act. The parties have agreed that the publication of the Contract through the register of contracts in accordance with the Law on the Register of Contracts shall be ensured by the client.
- 5.2 This Contract shall enter into force on the date of its signature by the authorized persons of both contracting parties and effective as of the date of publication of this Contract in the Register of Contracts under the Register of Treaties Act.
- 5.3 This Contract may be terminated with the agreement of the contracting parties.
- 5.4 Each contracting party further has the right to withdraw from the Contract in the event that the other contracting party commits a gross breach of the Contract as defined by Section 2002 of the Civil Code. In such a case the contracting party that committed a gross breach of the Contract is obliged to pay the other contracting party compensation for damages, including costs purposefully incurred by the other contracting party as a result of the withdrawal from the Contract. Such a withdrawal from the Contract becomes effective on the date the written notification of withdrawal from the Contract is delivered to the other contracting party.

6 Final Provisions

- 6.1 This Contract contains the full agreement of the contracting parties. For the avoidance of doubt, it is stated that the application of any deviating business conditions of the contracting parties is hereby excluded.
- 6.2 This Contract may only be amended or supplemented in the form of written numbered addenda to the Contract, signed by both Contracting Parties.
- 6.3 If any of the provisions of this Contract are or become invalid, unenforceable or ineffective, this will not affect the validity, enforceability or effectiveness of the other provisions of this Contract. The contracting parties undertake to replace any such invalid, unenforceable or ineffective provisions with valid, enforceable and effective provisions with the same or similar business or legal intent or conclude a new Contract, within five (5) working days after receiving the request to do so from the other contracting party. Legal relations not explicitly treated by this Contract are governed by the applicable legislation of the Czech Republic, particularly the provisions of the Civil Code. All disputes between the contracting parties arising from or relating to this Contract will be resolved in an amicable manner, wherever possible. If no amicable solution can be reached, disputes will be resolved by the relevant court. Discretionary provisions of the generally binding legislation applicable in the Czech Republic which contradict the provisions of this Contract will not be applied.
- 6.4 The contracting parties declare that they agree to and understand the content of this Contract and undertake to comply with it, and further declare that this Contract has been concluded of their true and free will, in proof of which they attach their signatures.
- 6.5 If this Contract is concluded by electronic means, it is made in one original. If this Contract is concluded in writing, it is drawn up in 3 copies, each with the validity of the original, of which the client receives two copies and the contractor receives one copy.

Annex No. 1: Quote 3D LS Spectrometer: Dismantling and Reinstallation

In Prague on

In Fribourg on

For the client:

For the contractor:

.....
xxxxx, rector

.....
xxxxx, CEO

3D LS Spectrometer: Dismantling and Reinstallation

Quote created on 18 January 2022 - Reference: 20220118-100142485

VŠCHT Praha

Technická 3, Faculty of Chemical Engineering,
Department of Chemical Engineering
Prague, Hlavní město Praha 16000
Czech Republic

XXXXX
XXXXX@XXXXX
XXXXX

Comments

The dismantling of the instrument takes half a day.
Please make sure to organize the moving of the instrument on the same day to ensure a smooth operation.
Please notify LS Instruments 3 months before the desired moving date.

XXXXX

Products & Services

Service charge Europe

1 x CHF2,795.00

Basic service charge for services in Europe.

Includes:
Service preparation
Travel.

1 Day of Service

5 x CHF1,730.00

Includes:
Any maintenance, repair or realignment work by a LSI engineer.
On-site expenses (catering & lodging)

APD Detector (d.k. < 300 cps)

1 x CHF3,770.00

Single photon avalanche detector (SPAD) with dark counts < 300 cps
FC connector, dead time: 24 ns, afterpulsing probability: 0.5%, count rate before saturation > 20 Mc/s, timing resolution: 350 ps

Detector Packing and shipping costs (EU)

1 x CHF90.00

Shipping costs of any parcel up to 5 kg within the EU.

One-time subtotal

CHF15,305.00

Total CHF15,305.00

This quote expires on 13 February 2022.

Purchase Terms

Note: This quote does not include Import Duty and VAT applicable in your country. Local taxes, fees and/or duties are the customer's responsibility.

Payment Terms: 100% prepayment

Payment Method: wire transfer; payment with a check is not accepted

Shipping Terms: DAP

Estimated Service Date: between September 2022 and December 2022.

Validity of offer: 60 days

Questions? Contact me

XXXXX

XXXXX@XXXXX

XXXXX



LS Instruments AG

Passage du Cardinal 1
Fribourg, Switzerland 1700
CH