



Purchase Contract

(hereafter the “Contract”)

1. CONTRACTUAL PARTIES

1.1 Fyzikální ústav AV ČR, v. v. i.,

with seat: Na Slovance 1999/2, 182 21 Praha 8, Czech Republic
represented by: RNDr. Michael Prouza, Ph.D., Director,
registered in the Register of public research institutions of the Ministry of Education, Youth and Sports
of the Czech Republic.

ID No.: 68378271

Tax ID No.: CZ68378271

Bank: [REDACTED]

Account No. IBAN: [REDACTED]; SWIFT (BIC): [REDACTED]

(hereinafter the “Buyer”)

and

1.2 Rigaku innovative Technologies Europe s.r.o.,

with seat: Novodvorská 994/138, 142 21 Praha 4, Czech Republic
represented by: doc. Ing. Ladislav Pína, DrSc., Managing Director,
registered at Municipal Court in Prague, section C, insert 138806.

ID No.: 28400020

Tax ID No.: CZ28400020

Bank: [REDACTED]

Account No. IBAN: [REDACTED]; SWIFT (BIC): [REDACTED]

(hereinafter the “Seller”),

(the Buyer and the Seller are hereinafter jointly referred to as the “Parties” and each of them
individually as a “Party”).



2. FUNDAMENTAL PROVISIONS

- 2.1 The Buyer is a public research institution whose primary activity is excellent scientific research in the area of physics, especially elementary particles physics, condensed systems, solid state matter, plasma and optics.
- 2.2 The Buyer wishes to acquire the subject of performance hereof in order to perform analysis of the chemical composition of thin film multilayers with typical thicknesses between 10 and 100nm composed of elements from N to Bi.
- 2.3 The Seller was selected as the winner of a public procurement procedure announced by the Buyer in accordance with Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter the “**Act**”), for the public contract called “**Wavelength dispersive X-ray fluorescence (WD-XRF) spectrometer for thin film applications**” (hereinafter the “**Procurement Procedure**”).
- 2.4 The documentation necessary for the execution of the subject of performance hereof consist of
- 2.4.1 Technical specifications of the subject of performance hereof attached as **Annex No. 1** hereto.
- 2.4.2 The Seller’s bid submitted within the Procurement Procedure in its parts which describe the subject of performance in technical detail (hereinafter the “**Sellers’s Bid**”); the Sellers’s Bid forms **Annex No. 2** to this Contract and is an integral part hereof.
- In the event of a conflict between the Contract’s Annexes, the technical specification / requirement of the higher level / quality shall prevail.
- 2.5 The Seller declares that he has all the professional prerequisites required for the supply of the subject of performance under this Contract, is authorised to supply the subject of performance and there exist no obstacles on the part of the Seller that would prevent him from supplying the subject of this Contract to the Buyer.
- 2.6 The Seller acknowledges that the Buyer considers him capable of providing performance under the Contract with such knowledge, diligence and care that is associated and expected of the Seller’s profession, and that the Seller’s potential performance lacking such professional care would give rise to corresponding liability on the Seller’s part. The Seller is prohibited from misusing his qualities as the expert or his economic position in order to create or exploit dependency of the weaker Party or to establish an unjustified imbalance in the mutual rights and obligation of the Parties.
- 2.7 The Seller acknowledges that the Buyer is not an entrepreneur in connection to the subject of this Contract and also that the subject of this Contract is not related to any business activities of the Buyer.
- 2.8 The Seller acknowledges that the production and delivery of the subject of performance within the specified time and of the specified quality, as shown in Annexes No. 1 and 2 of this Contract (including invoicing), is essential for the Buyer.
- 2.9 The Parties declare that they shall maintain confidentiality with respect to all facts and information, which they learn in connection herewith and / or during performance hereunder, and whose disclosure could cause damage to either Party. Confidentiality provisions do not prejudice obligations arising from



valid legislation.

3. **SUBJECT-MATTER OF THE CONTRACT**

3.1 The subject of this Contract is the obligation on the part of the Seller to deliver and transfer into the Buyer's ownership:

the **Wavelength dispersive X-ray fluorescence (WD-XRF) spectrometer for thin film applications**

(hereafter the **"Equipment"**)

and the Buyer undertakes to take delivery of the Equipment and to pay to the Seller the agreed upon price.

3.2 The following activities form an integral part of the performance to be provided by the Seller:

3.2.1 Formulation of conditions which are recommended to be met at the place of Buyer in order to install the Equipment and submission of a list containing all these conditions;

3.2.2 Transport of the Equipment incl. all accessories specified in Annexes 1 and 2 of the Contract to the place of delivery, un-packaging and control thereof;

3.2.3 Installation of the Equipment and all components necessary to operate the Equipment including connection to installation infrastructure at the site;

3.2.4 Execution of the acceptance tests:

- Operation of the Equipment within specification given in Annex No. 2 hereto, eventually other technical documents pertaining to the Equipment;
- Collection of X-ray fluorescence spectra of solid bulk, powder and thin film samples;
- Chemical composition analysis of bulk and powder samples of known composition;
- Analysis of chemical composition and thickness of thin film multilayers;

3.2.5 Delivery of detailed instructions and manuals for operation and maintenance, including list of spare parts, electrical connection schemes, etc. - all in Czech or English language, in electronic or hardcopy (printed) versions;

3.2.6 Training of operators at the site (at least 3 full days training of 4 operators);

3.2.7 Free-of-charge warranty service during the warranty term;

3.2.8 Provision of free technical support in the form of consultations, e.g. regarding fine tuning of the Equipment. The Seller shall provide the Buyer with this free support even after the warranty expires.



- 3.3 The subject of performance (Equipment) is specified in detail in Annexes No. 1 and No. 2 hereto.
- 3.4 The Seller shall be liable for the Equipment and related services to be in full compliance with this Contract, its Annexes and all valid legal regulation, technical and quality standards and that the Buyer will be able to use the Equipment for the defined purpose. In case of any conflict between applicable standards it is understood that the stricter standard or its part shall always apply.
- 3.5 The delivered Equipment and all its parts and accessories must be brand new and unused.

4. PERFORMANCE PERIOD

- 4.1 The Seller undertakes to deliver and hand over the Equipment to the Buyer within **8 months** of the conclusion of the Contract.
- 4.2 The performance period shall be extended by a period during which the Seller could not perform due to obstacles on the part of the Buyer.

5. PURCHASE PRICE, INVOICING, PAYMENTS

- 5.1 The purchase price is based on the Seller's submitted bid and amounts to **4.891.983,- CZK** (in words: Four million eight hundred ninety one thousand nine hundred eighty three Czech Crowns) excluding VAT (hereinafter the "**Price**"). VAT shall be settled in accordance with the valid Czech regulation.
- 5.2 The Price represents the maximum binding offer by the Seller and includes any and all performance provided by the Seller in connection with meeting the Buyer's requirements for the proper and complete delivery of the Equipment hereunder, as well as all costs that the Seller may incur in connection with the delivery, installation and testing of the Equipment upon handover, and including all other costs or expenses that may arise in connection with creation of an intellectual property and its protection.
- 5.3 The Parties agreed that the Seller shall be entitled to invoice the Price as follows:
 - 5.3.1 The Seller is entitled to issue an advance invoice corresponding to 30 % of the Price excluding VAT after the conclusion of the Contract.
 - 5.3.2 The Seller is entitled to invoice the rest of the Price after the handover protocol in accordance with Section 10.4 (hereinafter the "**Handover Protocol**") will have been signed. In case the Equipment will be delivered with minor defects, the Price shall be invoiced after removal of these minor defects.
- 5.4 All invoices issued by the Seller must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Seller in accordance with this Contract shall contain in particular following information:
 - 5.4.1 name and registered office of the Buyer,
 - 5.4.2 tax identification number of the Buyer,



- 5.4.3 name and registered office of the Seller,
- 5.4.4 tax identification number of the Seller,
- 5.4.5 registration number of the tax document (invoice),
- 5.4.6 scope of the performance (including the reference to this Contract),
- 5.4.7 the date of the issue of the tax document (invoice),
- 5.4.8 the date of the conclusion of the Contract,
- 5.4.9 purchase Price,
- 5.4.10 registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller's request before the issuance of the invoice

and must comply with the double taxation agreements, if applicable.

- 5.5 The Buyer prefers electronic invoicing, with the invoices being delivered to efakury@fzu.cz. All issued invoices shall comply with any international double taxation agreements, if applicable.
- 5.6 Invoices shall be payable within thirty (30) days of the date of their delivery to the Buyer. Payment of the invoiced amount means the date of its remittance to the Seller's account.
- 5.7 If an invoice is not issued in conformity with the payment terms stipulated by the Contract or if it does not comply with the requirements stipulated by law, the Buyer shall be entitled to return the invoice to the Seller as incomplete, or incorrectly issued, for correction or issue of a new invoice, as appropriate, within five (5) business days of the date of its delivery to the Buyer. In such a case, the Buyer shall not be in delay with the payment of the Price or part thereof and the Seller shall issue a corrected invoice with a new and identical maturity period commencing on the date of delivery of the corrected or newly issued invoice to the Buyer.
- 5.8 The Buyer shall be entitled to unilaterally set off any of his payments against any receivables claimed by the Seller due to:
 - 5.8.1 damages caused by the Seller,
 - 5.8.2 contractual penalties.
- 5.9 The Seller shall not be entitled to set off any of his receivables against any part of the Buyer's receivable hereunder.

6. **OWNERSHIP TITLE**

The ownership right to the Equipment shall pass to the Buyer by delivery.



7. PLACE OF DELIVERY AND HANDOVER

The place of delivery and handover of the Equipment shall be the Room No. F38 in the building F at the premises of the Institute of Physics of the Czech Academy of Sciences at Cukrovarnická 112/10, Praha 6, Czech Republic.

8. NOTIFICATION OF DELIVERY

The Seller shall notify the Buyer in writing of the exact date of delivery of the Equipment at least 15 days prior to such date, ensuring that the deadline for the performance hereunder is maintained.

9. COOPERATION OF THE PARTIES

The Seller undertakes to notify the Buyer of any obstacles on his part, which may negatively influence proper and timely delivery and/or handover of the Equipment.

10. DELIVERY, INSTALLATION, HANDOVER AND ACCEPTANCE

10.1 The Seller shall transport the Equipment at his own cost to the place of delivery and handover. If the shipment is intact, the Buyer shall issue delivery note for the Seller.

10.2 The Seller shall perform and document the installation of the Equipment and launch experimental tests in order to verify whether the Equipment is functional and meets the technical requirements of Annexes No. 1 and 2 hereof.

10.3 Handover procedure includes handover of any and all technical documentation pertaining to the Equipment, user manuals and certificate of compliance of the Equipment and all its parts and accessories with approved standards.

10.4 The handover procedure shall be completed by handover of the Equipment confirmed by the Handover Protocol containing specifications of all performed tests. The Handover Protocol shall contain the following mandatory information:

10.4.1 Information about the Seller, the Buyer and any subcontractors;

10.4.2 Description of the Equipment including description of all components, their hardware / software setups and serial / production numbers;

10.4.3 Description of executed tests according to Section 3.2.4 of the Contract: type of test, duration and achieved parameters;

10.4.4 List of technical documentation including the manuals;

10.4.5 Confirmation of the training, including a list of participants and information on its extent;

10.4.6 Eventually reservation of the Buyer regarding minor defects including the manner and deadline for their removal and



10.4.7 Date of signature of the Handover Protocol.

10.5 Handover of the Equipment does not release the Seller from liability for damage caused by its defects.

10.6 The Buyer shall not be obliged to accept Equipment, which would show defects (even those that do not - on their own or in connection with other defects - constitute an obstacle to the use of the Equipment). In this case, the Buyer shall issue a record containing the reason for his refusal to accept the Equipment.

10.7 Should the Buyer not exercise his right not to accept the Equipment with a defect, the Seller and the Buyer shall list all defects found in the Handover Protocol, including the manner and deadline for their removal. Should the Parties not be able to agree in the Handover Protocol on the deadline for removal of the defects, it shall be understood that all above shall be removed / rectified within 14 days from the handover of the Equipment.

11. REPRESENTATIVES, NOTICES

11.1 The Seller authorized the following representatives to communicate with the Buyer in all matters relating to the Equipment delivery and handover:

[REDACTED]

11.2 The Buyer authorized the following representatives to communicate with the Seller in all matters relating to the Equipment delivery and handover:

[REDACTED]

11.3 All notifications to be made between the Parties hereunder must be made out in writing and delivered to the other Party by hand (with confirmed receipt) or by registered post (to the Buyer's or Seller's address), or in some other form of registered post or electronic delivery incorporating electronic signature (qualified certificate) to epodatelna@fzu.cz in case of the Buyer and to [REDACTED] in case of the Seller.

11.4 In all technical and expert matters (discussions on the Equipment testing, notification of the need to provide warranty or post-warranty service, technical assistance etc.), electronic communication between technical representatives of the Parties will be acceptable using e-mail addresses defined in Sections 11.1 and 11.2.

12. TERMINATION

12.1 This Contract may be terminated early by agreement of the Parties or withdrawal from the Contract on the grounds stipulated by law or in the Contract.

12.2 The Buyer is entitled to withdraw from the Contract without any penalty from the Seller in any of the



following events:

- 12.2.1 The Seller is in delay with the delivery of the Equipment longer than 2 weeks after the date pursuant to Section 4.1 hereof.
 - 12.2.2 The technical parameters or other conditions set out in the technical specifications defined in Annexes 1 and 2 to this Contract and in the relevant applicable technical standards will not be met by the Equipment at handover.
 - 12.2.3 Facts emerge bearing evidence that the Seller will not be able to deliver the Equipment.
 - 12.2.4 The Seller has violated the obligations specified within the conditions of the Procurement Procedure, in particular the obligations arising from the affidavit which forms Annex No. 3 to this contract.
- 12.3 The Seller is entitled to withdraw from the Contract in the event of the Buyer being in default with the payment for more than 2 months with the exception of the cases when the Buyer refused an invoice due to defect on the delivered Equipment or due to breach of the Contract by the Seller.
- 12.4 Withdrawal from the Contract becomes effective on the day the written notification to that effect is delivered to the other Party. The Party which had received performance from the other Party prior to such withdrawal shall duly return such performance.

13. INSURANCE

- 13.1 The Seller undertakes to insure the Equipment against all risks, in the amount of the Price for the entire period commencing when transport of the Equipment starts until duly delivered to the Buyer. In case of breach of this obligation, the Seller shall be liable to the Buyer for any damage that may arise in connection thereof.
- 13.2 The Seller is liable for the damage that he has caused. The Seller is also liable for damage caused by third parties undertaken to carry out performance or its part under this Contract.

14. WARRANTY TERMS

- 14.1 The Seller shall provide warranty for the quality of the Equipment for a period of
- 14.1.1 **24 months** in relation to the entire Equipment and
 - 14.1.2 **60 months** in relation to the 'Rhodium X-ray tube'.
- 14.2 The warranty period shall commence on the day following the date of signing of the Handover Protocol pursuant to Section 10.4 hereof. The warranty does not cover consumable parts. Consumable parts mean items contained within the Equipment, which are consumed at regular intervals during the normal use of the Equipment, i.e. parts which have a defined typical lifetime, that does not exceed the warranty period provided the Equipment is used with normal frequency.
- 14.3 Should the Buyer discover a defect, he shall notify the Seller to rectify such defect using the e-mail



address: [REDACTED]. The Seller is obliged to notify the Buyer without delay about any change of this e-mail address. The Seller shall be obliged to review any warranty claim within 48 hours (within business days) from its receipt and to propose solution. In case the nature of the claimed defect requires to be dealt with by a qualified technician, such person must be sent and must appear at the place of delivery and handover of the Equipment also within 48 hours (within business days) from receipt of the above-mentioned warranty claim. All the above remains in effect unless agreed otherwise by the Parties.

- 14.4 During the warranty period, the Seller shall be obliged to rectify any claimed defects within 30 days from receipt of the Buyer's notification. In cases of unusual defects, the Seller shall be obliged to rectify the defect in the period corresponding to the nature of the defect and to define the deadline for the handover of the rectified Equipment.
- 14.5 During the warranty period, any and all costs associated with defect rectification / repair including transport and travel expenses of the Seller shall be always borne by the Seller.
- 14.6 Services related to the warranty must be provided in the Czech language.
- 14.7 The repaired Equipment shall be handed over by the Seller to the Buyer on the basis of a protocol confirming removal of the defect (hereinafter the "**Repair Protocol**"). If the Equipment is delivered duly repaired and defect-free, the Buyer will confirm the Repair Protocol.
- 14.8 The repaired portion of the Equipment shall be subject to a new warranty term in accordance with Section 14.1 which commences to run on the day following the date when the Repair Protocol was executed. However, the aggregate warranty period shall not exceed
 - 14.8.1 36 months in relation to Section 14.1.1 and
 - 14.8.2 72 months in relation to Section 14.1.2.
- 14.9 The Seller declares that he shall ensure paid post-warranty [out-of-warranty] service for the period of 7 years after the expiration of the warranty; the service terms shall be identical to those of Sections 14.3 and 14.4.
- 14.10 The Seller undertakes to provide the Buyer with updates of the software controlling the Equipment for the entire term of warranty service.
- 14.11 If the Equipment has defects, due to which it cannot be demonstrably used in full for more than 60 days (period of defects) during six or less consecutive months of the warranty period, the Seller is obliged to deliver new Equipment without defects within 90 days from the date on which the Buyer sent a written notice, unless the Parties agree otherwise.

15. **CONTRACTUAL PENALTIES**

- 15.1 The Buyer shall have the right to a penalty in the amount of 0.1 % of the Price for each commenced day of delay with the performance pursuant to Section 4.1 hereof.
- 15.2 The Buyer shall have the right to a penalty in the amount of 0.05 % of the Price for each commenced



day of delay with the performance pursuant to Section 14.3 hereof and with rectifying of defects claimed within the warranty period pursuant to Section 14.4 and 14.11 hereof.

- 15.3 In case of default in payment of any due receivables (monetary debt) under the Contract, the defaulting Buyer or Seller (the debtor) shall be obliged to pay a contractual penalty in the amount of 0.1 % of the owed amount for each commenced day of delay with the payment.
- 15.4 Contractual penalties are payable within 30 days of notification demanding payment thereof.
- 15.5 Payment of the contractual penalty does not prejudice the rights of the Parties to claim damages.
- 15.6 Payment of any contractual penalty cannot be demanded if the breach of the contractual obligation causes force majeure.

16. **DISPUTES**

Any and all disputes arising out of this Contract, or the legal relationships connected with the Contract shall be resolved by the Parties by mutual negotiations. In the event that any dispute cannot be resolved by negotiations within sixty (60) days, the dispute shall be resolved by the competent court in the Czech Republic based on application of any of the Parties; the court having jurisdiction will be the court where the seat of the Buyer is located. Disputes shall be resolved exclusively by the law of the Czech Republic.

17. **FINAL PROVISIONS**

- 17.1 This Contract represents the entire agreement between the Buyer and the Seller. The relationships between the Parties not regulated in this Contract shall be governed by Czech law, in particular by the Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “**Civil Code**”).
- 17.2 This Contract may be changed or supplemented solely by means of numbered amendments in writing, furnished with the details of time and place and signed by duly authorised representatives of the Parties. The Parties expressly reject modifications to the Contract in any other manner.
- 17.3 The Parties expressly agree that the Contract as a whole, including all attachments and data on the Parties, subject-matter of the Contract, numerical designation of this Contract, the Price and the date of the Contract conclusion, will be published in accordance with Act No. 340/2015 Coll. on special conditions for the effectiveness of some contracts, publication of these contracts and Contract Register, as amended (hereinafter the “**CRA**”). The Parties hereby declare that all information contained in the Contract and its Annexes is not considered trade secrets under § 504 of the Civil Code and grant permission for their use and disclosure without setting any additional conditions.
- 17.4 The Parties agree that the Buyer shall ensure the publication of the Contract in the Contract Register in accordance with CRA.
- 17.5 This Contract becomes effective as of the day of its publication in the Contract Register.
- 17.6 The following Annexes form an integral part of the Contract:



- Annex No. 1: Technical specification on the subject of performance
- Annex No. 2: Technical description of the Equipment as presented in Seller's bid
- Annex No. 3: Affidavit according to § 6 paragraph 4 of the Act No. 134/2016 Coll.

17.7 The Parties, manifesting their consent with the entire contents of this Contract, attach their signature hereunder.

In Prague 25.10.2022

In Prague 21.10.2022

For the Buyer:

For the Seller:

RNDr. Michael Prouza, Ph.D.
Director

doc. Ing. Ladislav Pína, DrSc.
Managing Director



Annex No. 1 - Technical specification on the subject of performance

Tab. 1 - The Equipment must meet the technical conditions and include components listed in this table.

No.	Description and minimum specification of the Equipment as defined by the Buyer	Description and specification of the Equipment offered by the Seller	Complies YES/NO
1	Spectrometer with one or three phase power connection for European electricity network (single phase voltage of 230V, 50Hz)	Spectrometer will be delivered with single phase voltage (230V, 50Hz).	YES
2	Rhodium X-ray tube of minimum power of 4kW including all the necessary control hardware	Spectrometer is equipped with a 4kW Rh Xray tube and all necessary hardware.	YES
3	Effective cooling system, either water to air or water to water (primary water-cooling system can be supplied by the Buyer)	Spectrometer will be delivered with a water-air cooling system.	YES
4	Sensitivity to elements with atomic number ranging from Nitrogen (7) to Bismuth (83) (analysis crystals and appropriate detectors)	Spectrometer is sensitive for elements from C (6) to Am (95). It will be equipped with all necessary analytical crystals and detectors.	YES
5	Possible future extension to a wider range of elements, in particular elements lighter than Nitrogen	Yes, the spectrometer can be upgraded with additional analytical crystals to cover elements from Be (3).	YES
6	Evacuated sample environment as well as equipment for the analysis of powder and liquid samples (Helium atmosphere)	The spectrometer can measure under vacuum (bulk sample, thin film sample) and under helium atmosphere (liquid sample and free powder).	YES
7	Sample holders for thin film samples with diameter between 5 mm and 2-inch (50.8 mm)	Spectrometer will be equipped with 24 sample-holders enabling to insert samples with a diameter from 5 mm to 51 mm.	YES
8	Personal computer (with monitor) able to run the Equipment control and analysis software.	Spectrometer will be delivered with a control PC and a monitor.	YES
9	Software dedicated to the analysis of thin film multilayers using XRF analysis with the fundamental parameters approach – with time-unlimited license for at least the above PC (an open-source distribution)	Spectrometer will be delivered with SW enabling to measure thin film multilayers with fundamental parameter method. One time unlimited license is part of the delivery.	YES


Tab. 2 – Data on the evaluation criterion “Technical characteristics of the bid”

Equipment is of the tube-above geometry with respect to the measurement of powder and liquid samples	YES
Number of available analyzer crystal slots	10



Annex No. 2

The Seller's bid in the extent it describes technical parameters of the Equipment

Item	Description	Pcs
1	<p style="text-align: center;">Rigaku WD-XRF Primus IV He type with tube above geometry</p> <div style="text-align: center;">  </div> <p>Including:</p> <ul style="list-style-type: none"> - Chiller - Control PC - Installation - Training on site 3 full days - <u>Free training within a year after installation at German HQ in Frankfurt</u> <p>X-ray Spectrometer assembly tube above consisting of:</p> <ul style="list-style-type: none"> - Built in Water cooled heat exchanger - Primary beam filters with Al-125, Al-25, Ni-40, Ni-400 - 6 position diaphragm (35, 30, 20, 10, 1, 0.5mm φ) - X-ray tube 4kW Rh - Standard crystal set (LiF(200), Ge, PET, RX26) - 10 crystal changer - 3 position slit changer with coarse and fine slits - Detectors: SC and F-PC - 3 Reference sample (Ti, Cu, Al1070) 	1



2	SQX Software: <ul style="list-style-type: none"> - EZ Scan - Fixed angle measurement mode - Thin film FP - Automatic overlapping correction by theoretical intensity - Library drift correction (with Library drift correction samples) - Photoelectron correction - Atmosphere correction of He - Film correction - Impurity correction 	1
3	SQX Matching Library	1
4	SQX Scatter FP Method	1
5	SQX Scattering FP method software kit	1
6	Quant Scattering FP program	1
7	Quant FP Overlap Correction Function	1
8	Automatic Program Operation	1
9	Vacuum pump 2 set	1
10	Powder Trap Attachment	1
11	Oxygen remove unit	1
12	(LiF(200), Ge, PET, RX26) standard crystals for F – U	1
13	Curved PET&Ge by PETH&GeH (High Sensitivity Type)	1
14	Crystal RX40 for N and O	1
15	Extra coarse slit (Required for RX40, RX61, RX61F, RX75, RX85)	1
16	Sample tray for ASC (12position/set). Total of 24 positions	2
17	Standard sample holder without mask	24
18	Sample holder mask, Ø 30mm (enabling to insert 51mm diameter samples)	12
19	Sample holder mask, Ø 5mm	12

Affidavit

Public Contract name:	Wavelength dispersive X-ray fluorescence (WD-XRF) spectrometer for thin film applications
Registered company name / Trade name / Name:	Rigaku Innovative Technologies Europe s.r.o.
Seat:	Novodvorská 994, 142 00 Praha 4
Company Identification No.:	284 000 20

The Supplier of the above-mentioned Public Contract undertakes to:

- a) ensure compliance with all labour law regulations (concerning remuneration, working hours, rest periods between shifts, paid overtime), as well as regulations concerning employment and safety and health protection for the entire duration of the contractual relationship established on the basis of this Public Contract, to all persons involved in the performance of the contract (regardless of whether the activities will be performed by the Supplier himself or his subcontractors) and
- b) ensure compliance with legal regulations in the field of environmental law, which meets the objectives of environmental policy related to climate change, use of resources and sustainable consumption and production. The Supplier must therefore take all measures that can reasonably be required of him to protect the environment and reduce the damage caused by pollution, noise and other activities, and must ensure that emissions, soil pollution and waste water from his activities do not exceed the values laid down in the relevant legislation.

At the same time, the Supplier acknowledges that a breach of the above obligations may be a reason for the Contracting Authority to withdraw from the contract in accordance with its relevant provisions.

Signature of the person authorized to represent the Supplier:	
Place:	Prague
First name, Surname, Position in the company:	Doc. Ing. Ladislav Pína, DrSc., Managing Director
Signature:	