



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

PURCHASE CONTRACT

This purchase contract ("**Contract**") was concluded pursuant to section 2079 *et seq.* of the act no. 89/2012 Coll., Civil Code ("**Civil Code**"), on the day, month and year stated below by and between:

- (1) **Institute of Physics of the Czech Academy of Sciences, a public research institution**,
with its registered office at: Na Slovance 2, Praha 8, PSČ: 182 21,
registration no.: 68378271,
represented by: RNDr. Michael Prouza, Ph.D., director
(**"Buyer"**); and
- (2) **CRYTUR, spol. s r.o.**,
with its registered office at: Na Lukách 2283, 511 01 Turnov,
registration no.: 25296558,
represented by: Dr. Jindřich Houžvička
(**"Seller"**).

(The Buyer and the Seller are hereinafter jointly referred to as "**Parties**" and individually as "**Party**".)

WHEREAS

- (A) The Buyer is a public contracting authority and the beneficiary of public grants for projects within the Operational Programme Research, Development and Education.
- (B) For the successful realization of projects it is necessary to purchase the Object of Purchase (as defined below) in accordance with the act no. 134/2016 Coll., on public procurement, and Rules for the Selection of Suppliers within the Operational Programme Research, Development and Education.
- (C) The Seller wishes to provide the Object of Purchase to the Buyer for consideration.
- (D) The Seller's bid for the public procurement entitled "***DUHA Spare pump laser crystal set SP22_004***", whose purpose was to procure the Object of Purchase ("**Public Procurement**"), was selected by the Buyer as the most suitable.

IT WAS AGREED AS FOLLOWS:



1. **BASIC PROVISIONS**

- 1.1 Under this Contract the Seller shall hand over to the Buyer a crystal set (including all accessories) that is described in Annex 1 (*Technical Specification*) to this Contract in the quality described therein (“**Object of Purchase**”) and shall transfer to the Buyer ownership right to the Object of Purchase, and the Buyer shall take over the Object of Purchase and shall pay the Seller the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.
- 1.2 Under this Contract the Seller shall also:
- a) transport the Object of Purchase to the place of delivery;
 - b) to elaborate and hand over to the Buyer operational and maintenance manuals of the Object of Purchase in the extent specified in Annex 1 (*Technical Specification*) or other documents which are necessary for the proper takeover and use of the Object of Purchase in Czech or English language;
 - c) carry out other activities specified in Annex 1 (*Technical Specification*); and
 - d) cooperate with the Buyer during the performance of this Contract (“**Related Activities**”).

2. **THE PLACE OF DELIVERY**

The place of delivery is at the address: Fyzikální ústav AV ČR v.v.i/ELI beamlines, Průmyslová 836, 252 41 Dolní Břežany, Czech Republic.

3. **THE TIME OF DELIVERY**

- 3.1 The Seller shall deliver the Object of Purchase within 6 months from the effectiveness of this Contract.
- 3.2 The Buyer shall extend the time of delivery at the request of the Seller, if the Seller is not able to fulfill this Contract due to circumstances that the Seller had no control over and such circumstances were hard to anticipate and are hard to overcome (e.g. covid-19 measures and/or impacts). In order for the Buyer to extend the time of delivery, the Seller must prove to the Buyer that such circumstances happened. The Buyer shall extend the time of delivery by the period corresponding to the time that is necessary for obstacles to disappear or to be overcome by the Seller. However, this does not affect the right of the Buyer to withdraw from this Contract in accordance with the Article 10.

4. **THE OWNERSHIP RIGHT**

The ownership right to the Object of Purchase shall be transferred to the Buyer upon the signature of the acceptance protocol by both Parties.



5. PRICE AND PAYMENT TERMS

- 5.1 The purchase price for the Object of Purchase is **1 548 000,- CZK** (“**Purchase Price**”) without value added tax (“**VAT**”). VAT will be paid in accordance with the applicable legal regulations.
- 5.2 The Purchase Price cannot be exceeded and includes all costs and expenses of the Seller related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the handover and acceptance of the Object of Purchase and execution of Related Activities, costs of copyright, insurance, customs, warranty service and any other costs and expenses connected with the performance of this Contract.
- 5.3 The Purchase Price for the Object of Purchase shall be paid on the basis of a tax document – invoice, to the account of the Seller designated in the invoice. The Purchase Price shall be paid after the signature of the acceptance protocol. The copy of the acceptance protocol must be attached to the invoice.
- 5.4 The Buyer shall realize payments on the basis of duly issued invoices within 30 days from their receipt (maturity period). The invoice shall be considered to be paid for on the day when the invoiced amount is deducted from the Buyer’s account on behalf of the Seller’s account. To avoid any doubts Parties declare that if on the invoice is stated a maturity period that is shorter than 30 days, then such maturity period may be disregarded by the Buyer.
- 5.5 The invoice issued by the Seller as a tax document 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:
- a) name and registered office of the Buyer,
 - b) tax identification number of the Buyer,
 - c) name and registered office of the Seller,
 - d) tax identification number of the Seller,
 - e) registration number of the tax document,
 - f) scope of the performance (including the reference to this Contract),
 - g) the date of the issue of the tax document,
 - h) the date of the fulfilment of the Contract,
 - i) Purchase Price,
 - j) registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller’s request prior to the issuance of the invoice,



- k) declaration that the performance of the Contract is for the purposes of a specific project (the number and the title of the project shall be communicated to the Seller based on Seller's request prior to the issuance of the invoice).
- 5.6 In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Seller during its maturity period and this shall not be considered as a default. The new maturity period shall begin from the receipt of the supplemented or corrected invoice to the Buyer.
- 5.7 The Buyer prefers electronic invoicing on the following email address: efaktury@fzu.cz
6. **SELLER'S DUTIES**
- 6.1 The Seller shall ensure that the Object of Purchase and Related Activities are in compliance with this Contract including all its annexes and applicable legal (e.g. safety), technical and quality norms.
- 6.2 During the performance of this Contract the Seller proceeds independently. If the Seller receives instructions from the Buyer, the Seller shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Seller finds out or should have found out if professional care was exercised that the instructions are for any reason inappropriate or illegal or in contradiction to this Contract, then the Seller must notify the Buyer.
- 6.3 All things necessary for the performance of this Contract shall procure the Seller, unless this Contract stipulates otherwise.
- 6.4 The Seller is aware that the Buyer does not have at its disposal premises for the storage of packaging and, therefore, shall not store packaging of the Object of Purchase. The absence of original packaging cannot be an excuse for refusal of elimination of defects of the Object of Purchase.
7. **HANDOVER AND ACCEPTANCE OF THE OBJECT OF PURCHASE**
- 7.1 The Object of Purchase shall be delivered to the place of delivery and handed over to the Buyer within the time stipulated in Annex 1 (*Technical Specification*) to this Contract. The Object of Purchase shall be handed over to the Buyer along with delivery note or other similar document confirming the delivery. By delivering the Object of Purchase to the place of delivery the Buyer only takes custody of the Object of Purchase (i.e. the Buyer does not accept the Object of Purchase).
- 7.2 The acceptance of the Object of Purchase shall be realized on the basis of a acceptance protocol in accordance with Annex 1. The acceptance protocol must at least contain:
- a) identification of the Parties;
 - b) the description of the Object of Purchase;



c) list of defects, if there are any.

7.3 If the Seller fails to duly carry out all Related Activities or if the Object of Purchase does not meet requirements of this Contract, the Buyer is entitled to refuse the acceptance of the Object of Purchase. In such a case the Seller shall remedy the deficiencies within ten (10) working days, unless Parties agree otherwise. The Buyer is entitled (but not obliged) to accept the Object of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation of the Object of Purchase. In such a case the Seller and the Buyer shall list the deficiencies in the acceptance protocol, including the manner and the date of their removal (remedy). If the Parties do not reach agreement in the acceptance protocol regarding the date of the removal, the Seller shall remove the deficiencies within ten (10) working days.

8. WARRANTY

8.1 The Seller shall provide a warranty of quality of the Object of Purchase for the period of 3 months. If on the warranty list or other document is the warranty period of longer duration, then this longer warranty period shall have priority over the period stated in this Contract.

8.2 The warranty period shall begin on the day of the signature of the acceptance protocol by both Parties. If the acceptance protocol lists any deficiencies, the warranty period shall be extended by the period, during which the Seller remedied the last deficiency.

8.3 The Seller shall remove defects and deficiencies that occur during the warranty period free of charge and in the terms stipulated in this Contract.

8.4 If the Buyer ascertains a defect or deficiency of the Object of Purchase during the warranty period, the Buyer shall notify such defect or deficiency without undue delay to the Seller. Defects and deficiencies may be notified on the last day of warranty period, at the latest.

8.5 The Buyer notifies defects and deficiencies in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: sales@crytur.cz. The Seller shall confirm within 24 hours from the receipt of the notification.

8.6 In the notification the Buyer shall describe the defect or deficiency and the manner of removal of the defect. The Buyer has the right to:

- a) ask for the removal of the defect by the delivery of new Object of Purchase or its individual parts, or
- b) ask for the removal of the defect by repair, or
- c) ask for the reasonable reduction of the Purchase Price.

The choice among the above mentioned rights belongs to the Seller.



- 8.7 The Seller shall remove the defect within 6 weeks from its notification, unless Parties agree otherwise.
- 8.8 Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the confirmation that the defect was removed. The warranty period shall be extended by a period of time that elapses between the notification of the defect until its removal.
- 8.9 In case that the Seller does not remove the defect within stipulated time or if the Seller refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Seller shall reimburse these costs within 10 days after the Buyer's request to do so.
- 8.10 The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller's instructions for the operation and maintenance of the Object of Purchase.

9. **PENALTIES**

- 9.1 If the Seller is in delay with the removal of the defect, the Seller shall pay to the Buyer a contractual penalty in the amount of 0,05% of the Purchase Price for every (even commenced) day of delay.
- 9.2 The Seller shall pay contractual penalties within fifteen (15) days from the day, on which the Buyer enumerated its claims. The payment of contractual penalties shall not affect the right of the Buyer to damages even to the extent to which such damages exceeds the contractual penalty.
- 9.3 The total amount that the Seller shall be obliged to pay on contractual penalties shall not exceed 10% of the Purchase Price.
- 9.4 The Buyer is entitled to unilaterally set off claims arising from the contractual penalties against the claim of the Seller for the payment of the Purchase Price.

10. **RIGHT OF WITHDRAWAL**

- 10.1 The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:
- d) the Seller shall be in delay with the fulfilment of this Contract and such delay lasts more than 3 weeks;
 - e) The Object of Purchase shall not fulfil the requirements stipulated in this Contract, in particular in Annex 1 (*Technical Specification*) and such defects or deficiencies cannot be remedied;
 - f) the insolvency proceeding is initiated against the Seller; or



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

- g) the Buyer ascertains that the Seller provided in its bid for the Public Procurement information or documents that do not correspond to the reality and that had or could have had impact on the result of the tendering procedure, which preceded the conclusion of this Contract.

11. **SPECIAL PROVISIONS**

By signing this Contract, the Seller becomes a person that must cooperate during the finance control within the meaning of Section 2 letter e) of the act no. 320/2001 Coll., on finance control in the public administration, and shall provide to the Directing Body of the Operational Programme Research, Development and Education or other control bodies access to all parts of the bid, Contract or other documents that are related to the legal relationship formed by this Contract. This duty also covers documents that are subject to the protection in accordance with other acts (business secrets, secret information, etc.) provided that control bodies fulfil requirements stipulated by these acts. The Seller shall ensure that all its subcontractors are also obliged to cooperate with control bodies in the above stipulated extent. The possibility of effective control must be preserved until the year 2033.

12. **SOCIAL, ECOLOGICAL AND INNOVATIVE ASPECTS**

12.1 The Buyer aims to conclude contracts with the suppliers that take into account and implement the principles of social responsibility, ecological sustainability and innovation. Therefore, the Seller shall ensure that

- 12.1.1 this Contract shall be fulfilled only by persons that are employed in accordance with the applicable legal regulations (no illegal or child workers);
- 12.1.2 while performing this Contract, all applicable health and safety regulations and rules at work place are observed;
- 12.1.3 all persons performing this Contract are employed under fair and non-discriminatory working conditions;
- 12.1.4 if presented with different manners of fulfilling this Contract, the Seller shall select the solution/process that is in accordance with the principles governing nature conservation and nature protection, ecological sustainability and ecological waste management; and
- 12.1.5 if presented with different manners of fulfilling this Contract, the Seller shall select the solution/process that is the most innovative.

13. **FINAL PROVISIONS**

13.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

- 13.2 The terms and conditions of this Contract represent the whole agreement between the Parties regarding the subject matter of this Contract and any prior or oral agreements have been either consolidated into this Contract or are disregarded by the Parties.
- 13.3 Parties acknowledge that this Contract shall be published in the Register of Contracts in accordance with the Act no. 340/2015 Coll., on the Register of Contracts.
- 13.4 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferable settled by a mutual negotiation. In case that the dispute is not settled within sixty (60) days, such dispute shall be decided by courts of the Czech Republic in the procedure initiated by one of the Parties.
- 13.5 The Seller is not entitled to set off any of its claims or his debtor's claims against the Buyer's claims. The Seller is not entitled to transfer its claims against Buyer that arose on the basis or in connection with this Contract on third parties. The Seller is not entitled to transfer rights and duties from this Contract or its part on third parties.
- 13.6 All modifications and supplements of this Contract must be in writing.
- 13.7 If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract is such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.
- 13.8 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 13.9 An integral part of this Contract is Annex 1 (*Technical Specification*) including all its annexes. If Annex 1 (*Technical Specification*) uses the term "Contracting Authority", it means Buyer and if it uses the term "Supplier", it means Seller.
- 13.10 This Contract shall be valid on the date of the signature of both Parties and effective on the day, on which it is published in the Register of Contracts.

IN WITNESS WHEREOF attach Parties their signatures:

Buyer

Signature: _____

Name: RNDr. Michael Prouza, Ph.D.,

Position: director

Date:



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



MINISTRY OF EDUCATION,
YOUTH AND SPORTS

Seller

Signature: _____

Name: Dr. Jindřich Houžvička

Position: director

Date:



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Development and Education



ANNEX 1

TECHNICAL SPECIFICATION