

## Purchase Contract

(hereafter the “Contract”)

### 1. CONTRACTUAL PARTIES

#### 1.1 Fyzikální ústav AV ČR, v. v. i. (Institute of Physics of the Czech Academy of Sciences),

with registered offices at: Na Slovance 1999/2, 182 00 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]

(hereinafter the “Buyer”)

and

#### 1.2 Spectruma Analytik GmbH,

with seat Fabrikzeile 21, 95028 Hof, Germany,  
represented by Michael Analytis,  
registered in Amtsgericht Hof,

ID No.: HRB 5672

Tax ID No.: DE 128245069

Bank: [REDACTED]

Account No. IBAN: [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 scientific research in the area of physics, especially elementary particles physics, condensed systems, plasma and optics.
- 2.2 The Seller was selected as the winner of a public procurement procedure announced by the Buyer for the public contract called “**Monochromator 0.5 m (retrofitting set) for GDA750/2 with computer rack**” (hereinafter the “**Procurement Procedure**”).
- 2.3 The documentation necessary for the execution of the subject of performance hereof consist of
  - 2.3.1 Technical specifications of the subject of performance hereof attached as **Annex No. 1** hereto.
  - 2.3.2 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.

- 2.4 The Seller acknowledges that it is essential for the Buyer that the Seller produces, delivers and handovers the subject of performance within the specified time and in the specified quality as stated in Annexes No. 1 and 2 of this Contract (including invoicing). If the Seller fails to comply with the contractual requirements, the Buyer may incur damages.

## 3. SUBJECT-MATTER OF THE CONTRACT

- 3.1 The subject of this Contract is the Seller’s obligation to deliver and transfer into the Buyer’s ownership the **monochromator 0.5 m (retrofitting set) for GDA750/2 with computer rack** specified in detail in Annexes No. 1 and No. 2 hereto (hereafter the “**Equipment**”) and the Buyer's obligation to accept the Equipment and to pay the Seller the purchase price as defined below.
- 3.2 The following activities form an integral part of the performance to be provided by the Seller:
  - 3.2.1 Transport of the Equipment incl. all accessories specified in Annexes 1 and 2 of the Contract to the site, un-packaging and control thereof;
  - 3.2.2 Installation of the Equipment and all components necessary to operate the Equipment including connection to installation infrastructure at the place of performance;
  - 3.2.3 Verification of the functionality of the Equipment after installation;
  - 3.2.4 Delivery of instructions and operating and repair manuals to the Equipment in Czech or English language to the Buyer, in electronic or hardcopy (printed) versions;
  - 3.2.5 Training of the operator at the site (at least 2 hours training);
  - 3.2.6 Free-of-charge warranty Equipment service during the warranty period;
  - 3.2.7 Free-of-charge provision of technical support in the form of consultations (at least telephone and email support in Czech or English on working days), e.g. regarding fine tuning of the Equipment. The Seller shall provide the Buyer with this support during the warranty period.



3.3 The Seller shall be liable for the Equipment and related services to be in full compliance with this Contract, its Annexes, the submitted bid 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.

3.4 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, install and handover the Equipment to the Buyer within 15 weeks of the conclusion of this Contract.

4.2 The Seller is obliged to notify the Buyer of the date of delivery and installation of the Equipment at least 20 working days in advance. This term is subject to the consent of the Buyer.

4.3 The performance period shall be extended for 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 **31.955,00 EURO** (in words: thirty-one thousand nine hundred fifty five EURO) excluding VAT (hereinafter the "**Price**").

5.2 VAT shall be paid by the Buyer and settled in accordance with the valid Czech regulation.

5.3 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 handover, and including all other costs of expenses that may arise in connection with creation of an intellectual property and its protection.

5.4 The Parties agreed that the Price shall be invoiced after the handover protocol in accordance with Section 8.4 will have been signed. In case the Equipment will be delivered with minor defects and / or unfinished work, the Price shall be invoiced after removal of these minor defects and / or unfinished work.

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:

5.5.1 name and registered office of the Buyer,

5.5.2 tax identification number of the Buyer,

5.5.3 name and registered office of the Seller,

5.5.4 tax identification number of the Seller,

5.5.5 registration number of the tax document,

5.5.6 scope of the performance (including the reference to this Contract),



- 5.5.7 the date of the issue of the tax document,
- 5.5.8 the date of the fulfilment of the Contract,
- 5.5.9 purchase Price,
- 5.5.10 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.

- 5.6 The Buyer prefers electronic invoicing, with the invoices being delivered to [efactory@fzu.cz](mailto:efactory@fzu.cz). All issued invoices shall comply with any international double taxation agreements, if applicable.
- 5.7 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.
- 5.8 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.
- 5.9 The Buyer shall be entitled to unilaterally set off any of his payments against any receivables claimed by the Seller due to:
  - 5.9.1 damages caused by the Seller,
  - 5.9.2 contractual penalties.
- 5.10 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**

- 6.1 The ownership right to the Equipment shall pass to the Buyer by handover. Handover shall be understood as delivery and acceptance of the Equipment duly confirmed by Parties on the Handover Protocol.

## **7. PLACE OF PERFORMANCE**

- 7.1 The places of performance, i.e. the places of delivery, installation and handover of the Equipment shall be the room No. 039A in the main building of the Fyzikální ústav AV ČR, v. v. i. (Institute of Physics of the Czech Academy of Sciences), at Na Slovance 1999/2, 182 00 Praha 8, Czech Republic.

## **8. DELIVERY, INSTALLATION, HANDOVER AND ACCEPTANCE**

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



8.2 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.

In particular, the tests will include:

- The collection, display in the WinGDOES software and export into a common format of continuous spectra that would show that the specified spectral resolution was achieved.
- The definition and check of additional analytical channels based on the monochromator within the GDOES software.

8.3 The 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.

8.4 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:

- 8.4.1 Information about the Seller, the Buyer and any subcontractors,
- 8.4.2 Description of the Equipment including description of all components and serial numbers,
- 8.4.3 Description of executed tests,
- 8.4.4 List of technical documentation including the manuals,
- 8.4.5 Confirmation on training, its participants and extent,
- 8.4.6 Buyer`s possible objections to minor defects of the Equipment (Device A or Device B) including the manner of and deadline for their removal and
- 8.4.7 Signatures of authorized representatives of the Buyer and the Seller, with the date indicated.

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

8.6 The Buyer shall not be obliged to accept the Equipment or any part thereof which is defective (even if such defects - on their own or in connection with other defects – do not constitute an obstacle to the use of the Equipment). In such a case, the Buyer shall issue a report containing the reason for their refusal to accept the Equipment or its part. If the Equipment or its part upon handover does not meet the parameters defined in Annexes No. 1 and 2 to this Contract, such non-compliance is considered a defect of the Equipment.

8.7 Should the Buyer not exercise his right not to accept the Equipment with defects or unfinished work, the Seller and the Buyer shall list these defects or unfinished work 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 any defects shall be removed / rectified within 14 days from the handover of the Equipment.

## **9. REPRESENTATIVES, NOTICES:**



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

[REDACTED]  
e-mail: [sales@spectruma.de](mailto:sales@spectruma.de)  
tel: +49 [REDACTED]

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

[REDACTED]  
e-mail: [REDACTED]  
tel. +420 [REDACTED]

9.3 The representatives according to Sections 9.1 and 9.2 can be changed by a unilateral written declaration of the Buyer / Seller delivered to the Seller / Buyer

9.4 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](mailto:epodatelna@fzu.cz) in case of the Buyer and to [sales@spectruma.de](mailto:sales@spectruma.de) in case of the Seller.

9.5 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 specified in Sections 9.1 and 9.2.

## **10. TERMINATION**

10.1 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.

10.2 The Buyer is entitled to withdraw from the Contract without any penalty from the Seller in any of the following events:

10.2.1 The Seller is in delay with the handover longer than 4 weeks after the date pursuant to Section 4.1 hereof.

10.2.2 The Seller is more than 2 weeks in delay with the removal of Equipment defects listed in the list of detected defects of the Handover Protocol according to Section 8.6.

10.2.3 The technical parameters or other conditions set out in the technical specifications defined in Annexes No. 1 and 2 to this Contract and in the relevant applicable technical standards will not be met by the Equipment at handover.

10.2.4 Facts emerge bearing evidence that the Seller will not be able to deliver or handover the Equipment.

10.3 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 invoice due



to defect on the delivered Equipment or due to breach of the Contract by the Seller.

- 10.4 Withdrawal from the Contract shall be effective on the date the notice of withdrawal is delivered to the Seller / Buyer. In the event of withdrawal, the performances received under this Contract prior to withdrawal shall be duly returned.
- 10.5 In the event of early termination of the Contract, the Seller shall ensure the removal of the Equipment or its part from the place(s) of performance within 30 days from the date on which withdrawal from the Contract became effective. The removal of the Equipment must be preceded by the return of any already paid part of the Price to the Buyer's account. The Buyer will provide the Seller with the necessary cooperation similar to the cooperation during the installation of the Equipment. The cost of removal shall be paid by the Party which caused the early termination of the Contract by breaching it. If the Seller does not ensure the removal of the Equipment or its part from the place of performance within the period according to the first sentence, the Buyer is entitled to sell the Equipment to a third party and use the funds to satisfy his claims against the Seller. The Buyer shall then transfer the remaining funds (if any) to the Seller's account specified in the header of this Contract. The Buyer shall then transfer the remaining funds (if any) to the Seller's account specified in the header of this Contract.

## **11. INSURANCE**

- 11.1 The Seller undertakes to insure the Equipment against all risks, in the amount of the Price for the entire period from the commencement of the transportation of the Equipment until duly handed over to the Buyer. In the event of a breach of this obligation, the Seller shall be liable to the Buyer for damages incurred in connection therewith.
- 11.2 The Seller is liable for the damage that he has caused. The Seller is also liable for damage caused by third parties which have undertaken to carry out performance or part thereof under this Contract.

## **12. WARRANTY TERMS**

- 12.1 The Seller shall provide warranty for the quality of the Equipment for a period of 24 months.
- 12.2 The warranty term shall commence on the day following the date of signing of the Handover Protocol pursuant to Section 8.4 hereof or, in the event that the Equipment has been handed over with minor defects, on the day following the date of removal of all such defects.
- 12.3 The warranty does not cover consumable parts. Consumable parts for the purposes of the Contract are the items contained in the Equipment which are consumed at regular intervals during the normal use of the Equipment, i.e. parts which have a specified typical lifetime, that does not exceed the warranty period provided the Equipment is used with normal frequency.
- 12.4 The Seller undertakes to provide free Equipment service through authorized technicians and free regular service inspection at the places of performance to the extent specified by the Equipment manufacturer and by the Contract for the entire warranty period according to this Contract, including repairs, delivery of spare parts, transport and work of an authorized service technician.
- 12.5 Should the Buyer discover a defect, he shall notify the Seller to rectify such defect using the email address [sales@spectruma.de](mailto:sales@spectruma.de). 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. If the nature of the defect claimed requires an authorised technician to deal with it, this person must be present at the relevant place of performance within 120 hours from



receipt of the above-mentioned warranty claim. All the above shall remain in force unless agreed otherwise by the Parties.

- 12.6 During the warranty period, the Seller shall be obliged to remove any claimed defects within 10 business days from the arrival of the authorized technician at the place of performance. In case of unusual defects when a special component is needed, the Seller shall be obliged to remove the defect within a period corresponding to the nature of the defect and to set a deadline for handing over the repaired Equipment.
- 12.7 During the warranty period, any and all costs associated with defect removal / repair including transport and travel expenses of the Seller shall be always borne by the Seller.
- 12.8 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 part of the Equipment is duly repaired and defect-free, the Buyer will confirm the Repair Protocol.
- 12.9 The repaired part (component) of the Equipment shall be subject to a new warranty term in accordance with Section 12.1, which commences to run on the day following the date when the Repair Protocol was executed.
- 12.10 After the warranty expires, the Seller shall provide paid post-warranty [out-of-warranty] service at least for a period of 8 years after the expiration of the warranty; the service terms shall be identical with provisions of Sections 12.5 and 12.6. The Seller also guarantees the availability of spare parts and Equipment maintenance kits throughout this period.
- 12.11 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 180 days after being requested to do so in writing, unless the Parties agree otherwise.

### **13. CONTRACTUAL PENALTIES**

- 13.1 The Buyer shall be entitled to claim a contractual penalty against the Seller in the amount of 0,1 % of the Price for each commenced day of delay with the delivery pursuant to Section 4.1 hereof.
- 13.2 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 rectifying of claimed defects.
- 13.3 The Buyer shall be entitled to claim a contractual penalty against the Seller in the amount of 30 % of the Price, in case it will subsequently take advantage of the opportunity to withdraw from the Contract pursuant to Section 10.2.1 and 10.2.3.
- 13.4 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.
- 13.5 All contractual penalties shall be payable within 30 days from the date claimed.
- 13.6 Payment of the contractual penalty does not prejudice the rights of the Parties to claim compensation for damages incurred.





13.7 Payment of any contractual penalty cannot be demanded if the breach of the contractual obligation is caused by force majeure.

#### **14. DISPUTES**

14.1 Any and all disputes arising from or relating to this Contract shall be settled 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 a competent court in the Czech Republic upon a legal action brought by either Party; the competent court shall be determined by the location of the registered office of the Buyer. Disputes shall be settled exclusively under the law of the Czech Republic.

#### **15. FINAL PROVISIONS**

15.1 This Contract constitutes the entire agreement between the Parties. The relationships between the Parties not regulated by 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**”).

15.2 This Contract may be amended or supplemented solely by written amendments. The Parties expressly refuse to amend the Contract in any other way.

15.3 The Parties expressly agree that the Contract as a whole, including all attachments, 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. 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 disclosure without setting any additional conditions. This Contract becomes effective as of the day of its publication in the Contract Register, which shall be provided by the Buyer.

15.4 This Contract becomes effective as of the day of its publication in the Contract Register.

15.5 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 device as presented in Seller’s bid

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

In Prague on \_\_\_\_\_

In Hof on \_\_\_\_\_

For the Buyer:

For the Seller:

\_\_\_\_\_  
RNDr. Michael Prouza, Ph.D.  
Director

\_\_\_\_\_  
Michael Analytis  
Managing Director



**Annex No. 1**

**Technical specification on the subject of performance as defined by the Buyer**

| 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   |
|---|---|---|
| <p>Monochromator 0.5 m (retrofitting set) for GDA 750/2 with computer rack:</p> <ul style="list-style-type: none"><li>Czerny-Turner-Mount</li><li>Focal length 480 mm,</li><li>F/# 7,8</li><li>wavelength range 190 - 800 nm</li><li>3 Gratings (1200, 2400, 3600 l/mm) for best range coverage</li><li>Max. resolution 0.025 nm with 3600 l/mm grating</li><li>Alterable entrance and output slit widths</li><li>Special PMT for optimum sensitivity over the entire wavelength range</li><li>Fully integrated in the WinGDOES software, usable as:<ul style="list-style-type: none"><li>- an additional channel in depth profile analysis</li><li>- up to 5 additional channels in bulk analysis</li><li>- a spectrum scanner</li></ul></li></ul> <p>The instrument to be retrofitted:</p> <p>GDA750 Serial number 10141260,<br/>WinGDOES version 5.0.22 (Rev. 280) of 10.11.2016</p> | <p>Monochromator 0.5 m (retrofitting set) for GDA 750/2 with computer rack</p> <p>Details in Annex No. 2.</p> | <p>Yes, resolution demonstration can vary as per written agreement.</p> |



Annex No. 2 - The Seller's bid in the extent it describes technical parameters of the Equipment



Bidding Document

Spectruma Analytik GmbH \* Fabrikzeile 21 \* 95028 Hof \* Germany
Fyzikalni ustav AV CR, v.v.i
Na Slovance 1999/2
182 00 Praha 8
Czech Republic

Number: AB33421

Date: 27.03.2024

Customer No.: 10813

Official bidding document for Monochromator retrofitting;
Your reference number on ISVZUS: 60050547;
Identifier: P24V00000016;
Your tax id: CZ68378271;
our VAT ID: DE128245069;
GDA 750 HR / SN: 10141260 / WinGDOES 5.0;
Verification tests may differ from 8.2 after agreement with FZU;
Regarding 12.4: Free inspection service for no reason is not included, only in case of defects during the warranty time;

Table with 6 columns: Pos, Part No., Description, Quantity, Price, Amount. It lists items for a monochromator retrofitting kit, service charges, and travel expenses, totaling 31,955.00 EUR.

Date of delivery: 12 weeks
Conditions of payment: payment within 30 days net after delivery
Delivery terms: delivered at place