

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

Bank: [REDACTED]
Account No.: [REDACTED]

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

and

1.2 Laser 2000 GmbH,

with registered offices at: Argelsrieder Feld 14, 82234 Wessling, Germany,
represented by: Mr. Welte, Benedict, CFO,
registered in Munich.
ID No.: HRB 78213
Tax ID No.: DE128234636

Bank: [REDACTED]
Account No.: [REDACTED]

(hereinafter referred to as 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 implementing the project " **CzechNanolab+**" under the *Operational Programme Jan Amos Komenský* within the framework of EU funds, project registration number **CZ.02.01.01/00/23_015/0008200** (hereinafter referred to as the "**Project**"). The subject of performance under this Contract is intended for the Project and mainly financed from the support provided for their implementation.
- 2.2 The Seller has been 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 with the title "**Spectrometer with excitation laser for characterization of wide band gap semiconductors working in UVC to visible spectral region**" (hereinafter the "**Procurement Procedure**").
- 2.3 The documentation necessary for the implementation 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 and its Annex or 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.
- 2.5 The Seller undertakes for the entire duration of the Contract to ensure compliance with labor law regulations (remuneration, working hours, rest periods between shifts, paid overtime), as well as regulations relating to the field of employment and occupational health and safety, valid in the country of its registered office or place of business, by all persons involved in the performance of the Contract (regardless of whether they are employees of the Seller or its subcontractors).
- 2.6 The Seller undertakes throughout the duration of the Contract to ensure compliance with environmental legislation, fulfilling the objectives of the environmental policy related to climate change, resource use and sustainable consumption and production, valid in the country of its registered office or place of business. The Seller must take all measures that can reasonably be required of him to protect the environment and limit damage caused by pollution, noise and other activities of his activities and must ensure that emissions, soil pollution and wastewater from his activities do not exceed the values set by the relevant legal regulations.
- 2.7 The Seller undertakes throughout the duration of the Contract to support a corporate culture based on the motivation of employees to implement innovative elements, processes or technologies.

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: **Spectrometer with excitation laser for characterization of wide band gap semiconductors working in UVC to visible spectral region** specified in detail in Annexes No. 1 and No. 2 hereto (hereinafter as 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 are 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 No. 1 and 2 hereto to the place of performance, un-packaging and control thereof;
 - 3.2.2 Installation of the Equipment at the place of performance;
 - 3.2.3 Verification of the functionality of the Equipment and compliance with technical parameters according to Annexes No. 1 and 2;
 - 3.2.4 Delivery of instructions and operating and repair manuals to the Equipment in Czech or English language to the Buyer, in electronic (MS Office or PDF format) or hardcopy (printed) versions;
 - 3.2.5 Training of operators - at least 8 hours of training of 2 operators;
 - 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) 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 and all valid legal regulation, technical and quality standards and shall also be liable 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 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 **20 weeks** from the date of conclusion of the Contract.
- 4.2 The Seller is obliged to notify the Buyer of the date of delivery and installation of the Equipment at least 10 working days in advance.

5. PURCHASE PRICE, INVOICING, PAYMENTS

- 5.1 The purchase price is based on the Seller's submitted bid and amounts to 85877.00 EURO (in words: eighty-five thousand eight hundred seventy-seven EUROS) excluding VAT (hereinafter the "**Price**").
- 5.2 VAT shall be settled in accordance with the valid Czech regulation.
- 5.3 The Price 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.
- 5.4 The Parties agreed that the Price shall be invoiced after the handover protocol in accordance with Section 8.3 will have been signed. In case the Equipment will be delivered with minor defects and / or unfinished work in accordance with Section 8.6, 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 (esp. all requirements by the Act No. 235/2004 Coll., on value added tax, as amended) and, in addition, they must contain registration number of this Contract and state that the Equipment is supplied for the purposes of the Project with its registration number.





- 5.6 The Buyer prefers electronic invoicing, with the invoices being delivered to efaktury@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 above address. 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 their 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

The ownership right to the Equipment and at the same time the associated risk of damage shall pass to the Buyers upon proper handover and acceptance of the Equipment according to Section 8.3 by drawing up the Handover Protocol and their signature by an authorized representative of the Buyer.

7. PLACE OF PERFORMANCE

The place of performance, i.e. the place of delivery, installation and handover of the Equipment, shall be the room No. 44 in the building A of the Institute of Physics of the Czech Academy of Sciences at Cukrovarnická 10/112, 162 00 Praha 6, Czech Republic (hereinafter the "Place of performance").

8. DELIVERY, INSTALLATION, HANDOVER AND ACCEPTANCE

- 8.1 The Seller shall transport the Equipment at his own cost to the Place of performance. 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.
- 8.3 The handover procedure shall be completed by their handover confirmed by the Handover Protocol. The Handover Protocol shall contain the following mandatory information:
- 8.3.1 Identification of the Seller, the Buyer and any subcontractors;
 - 8.3.2 Description of the Equipment including description of all components and their serial / production numbers;
 - 8.3.3 Description of executed tests and compliance with technical parameters according to Annexes No. 1 and 2;
 - 8.3.4 List of technical documentation according to Section 3.2.4 of the Contract;
 - 8.3.5 Confirmation of the training according to the relevant part of Section 3.2.5 of the Contract;



8.3.6 Buyer's possible objections to minor defects of the Equipment including the manner of and deadline for their removal and

8.3.7 Signatures of authorized representatives of the Buyer and the Seller, with the date indicated.

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

8.5 The Buyer shall not be obliged to accept the Equipment 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. 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.

8.6 Should the Buyer not exercise his right not to accept the Equipment with a defect, the Seller and the Buyer shall list all defects detected in the relevant Handover Protocol, including the manner of 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 of handover.

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]
[REDACTED]
[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]
[REDACTED]
[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 post (to the address of the Seller's or Buyer's registered offices), or in the form of electronic delivery incorporating electronic signature (qualified certificate) to epodatelna@fzu.cz in the case of Buyer and to order@laser2000.com in the case of the Seller.

9.5 In all technical and expert matters (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 The Buyer is entitled to withdraw from the Contract without any penalty from the Seller in any of the following events:

10.1.1 The Seller is in delay with the delivery of the Equipment longer than 4 weeks after the date pursuant to Section 4.1 hereof.



- 10.1.2 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.
 - 10.1.3 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.
 - 10.1.4 Facts emerge bearing evidence that the Seller will not be able to deliver or handover the Equipment,
 - 10.1.5 The Seller was legally found guilty of committing a misdemeanor or other serious illegal act within the framework of labor law regulations and regulations related to employment and health and safety at work as part of the proceedings initiated by a public authority,
 - 10.1.6 The Seller was legally found guilty of committing a misdemeanor or other serious illegal act within the framework of environmental law as part of the proceedings initiated by a public authority.
- 10.2 The Seller is entitled to withdraw from the Contract in the event of the Buyer is in default with the payment for more than 2 months except of the cases if the Buyer refused an invoice due to defect on the Equipment or its part or due to the breach of the Contract by the Seller.
- 10.3 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 within 30 days from the date of sending the notice of withdrawal by the withdrawing Contracting Party, unless the withdrawing Contracting Party sets a longer period.
- 10.4 In the event of early termination of the Contract, the Seller shall ensure the removal of the Equipment or its part from the Place of performance within 30 days from the date on which withdrawal from the Contract became effective. 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.
- 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 period shall commence on the day following the date of signing of the Handover Protocol, pursuant to Section 8.3 hereof.
- 12.3 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.
- 12.4 Should the Buyer discover a defect, he shall notify the Seller to remove such defect using the e-mail address: order@laser2000.com.



12.5 The Seller shall be obliged to

- 12.5.1 within 48 hours of sending the request according to paragraph 12.4, propose a way to eliminate the defect,
- 12.5.2 within 3 working days of sending the request according to paragraph 12.4, to initiate warranty repair, if necessary,
- 12.5.3 remove the defect within 15 days of sending the request according to paragraph 12.4.

12.6 In case of unusual defects the Seller shall be obliged to remove the defect within a special period agreed upon by the Parties and corresponding to the nature of the defect.

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 part of the Equipment shall be handed over by the Seller to the Buyer on the basis of a protocol confirming the 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) 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 If any part of 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 part of Equipment without defects within 120 days after being requested to do so in writing, unless the Parties agree otherwise.

12.11 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 to those of Sections 12.4, 12.4 and 12.6.

12.12 The Seller undertakes to provide the Buyer with all updates of the software controlling the Equipment free of charge for the entire warranty period.

13. CONTRACTUAL PENALTIES

13.1 The Buyer shall be entitled to a contractual penalty in the amount of 0.1 % of Price for each commenced day of delay with the performance pursuant to the relevant part of Section 4.1 hereof.

13.2 The Buyer shall be entitled to a contractual penalty in the amount of 0.1 % of the Price for each commenced day of delay with the performance pursuant to Section or 12.6 hereof.

13.3 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 legal amount for each commenced day of delay with the payment.

13.4 Contractual penalties are payable within 30 days of receipt of the demand for payment.

13.5 Payment of the contractual penalty shall be without prejudice to the rights of the Parties to claim compensation for damages incurred.

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

14. DISPUTES

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 relations 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, if this Contract or legal regulation does not allow unilateral changes.
- 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 The Seller undertakes to provide the Buyer with cooperation in the event of inspections by authorized entities in connection with the Project.
- 15.5 The Parties declare that they are governed by the terms and conditions of this Contract from the date of its conclusion and consider all their possible mutual performance provided from the date of conclusion of this Contract to the date of entry into force of this Contract as performance provided under this Contract.
- 15.6 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
- The Parties, manifesting their consent with the entire contents of this Contract, attach their signature hereunder.

In Prague

For the Buyer

In Wessling

For the Seller

RNDr. Michael Prouza, Ph.D.
Director

Benedict Welte
(CFO)



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.

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
Obligatory requirements:		
Excitation part of Equipment must contain laser emitting on the wavelength < 225 nm (equivalent to photon energy > 5.5 eV) with excitation power (converted to CW mode) > 20 mW working in (quasi) continual operation.	HeAg 30(5.5ev) Wavelength 224.3nm Photon energy 5.5ev Energy(data point) 5uJ Pulse width 70us Data sample rate 5Hz Line width 3GHz	YES
Detection part of Equipment must consist of photomultiplier or CCD camera working in the wavelength region 200 – 650 nm compatible with excitation laser operation mode.	Hamamatsu PMT included: Model H10720-113; Sensitivity range 185 – 650 nm	YES
The spectral resolution must be at least 1 nm for a wavelength of 250 nm	0.7 nm resolution with 1200g/mm Standard grating	YES
Equipment must contain cryostat enabling measurement in the range 80 - 300K	Cryostat option included ~ 78.5 K – 300K	YES
Equipment must contain controlling software	MiniPL LabView control, analysis and system calibration software,	YES

Tab. 2: Údaje k hodnoticímu kritériu „kvalita nabízeného plnění z hlediska technické úrovně“
Data on the evaluation criterion "quality of the service offered from the point of view of technical level"

Evaluated parameter	Value	Unit
Laser power	33.3 mW per pulse nominal	mW
Temperature range of cryostat operation	78.5 - 300	K
Spectral range	185 - 650	nm
Post-warranty service	96	months



Annex No. 2

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

The Photon Systems DUV Mini PL 110 system is a completely integrated digital instrument with self-contained deep UV laser, monochromator, detector, optics and electronics.

Laser: 224nm (5.5 eV) HeAg Laser
with self-contained laser power supply/controller.

Monochromator: 110mm Czerny-Turner
configuration with up to 2 gratings.
Standard: 1200g/mm (0.7 nm resolution)

Detector: 185nm to 650 nm PMT; $1-10^6$
gain, computer adjustable

Optics: Reflective objective NA>2, laser
line filter, injection filter

Data acquisition: Digital control of laser,
PMT and spectrometer with digital gated
boxcar integrator and averager. Fully
calibrated to display detected photons versus
wavelength, Wavenumber, photon energy.

Software: LabView 8.2

