**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 Academy of Sciences of the Czech Republic, a public research institution,**

with its registered office at: Na Slovance 2, Praha 8, PSČ: 182 21,

registration no.: 68378271,

represented by: RNDr. Michaelem Prouzou, Ph.D. – director

(“**Buyer**”); and

1. **NTG Neue Technologien GmbH & Co.KG**

with its registered office at: Im Steinigen Graben 12-14, D-63571 Gelnhausen,

registration no.: DE 112492855,

represented by: Mr. Thomas Franz, CEO

(“**Supplier**”).

(The Buyer and the Supplier are hereinafter jointly referred to as “**Parties**” and individually as “**Party**”.)

**whereas**

1. The Buyer is a public contracting authority and the beneficiary of a grant of the Ministry of Education, Youth and Sports of the Czech Republic for a project „*ELI: Extreme Light Infrastructure - Phase 2*“, registration number CZ.02.1.01/0.0/0.0/15\_008/0000162 (“**Project**”), within the Operational Program Research, Development and Education.
2. The Supplier’s bid for the public procurement entitled “**L3 vertical mirror mount prototype - Type BII**”, 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:**

# SUBJECT-MATTER OF THE CONTRACT

## Under this Contract the Supplier shall at its own responsibility manufacture and deliver to the Buyer 1 piece of an L3 vertical mirror mount prototype – type BII as described in Annex 1 (*Technical Specification – Requirement Specification Document)*) hereto (“**Object of Purchase**”), transfer to the Buyer ownership right to the Object of Purchase and provide other related performance as described herein and the Buyer shall take over the Object of Purchase and shall pay the Supplier the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.

# THe place of delivery

## The place of delivery is ELI Beamlines facility, Za Radnicí 836, 252 41 Dolní Břežany, district Prague-west, the Czech Republic.

# the time of delivery

The Supplier shall deliver the Object of Purchase to the place of delivery within 6 weeks from the signature of this Contract (best efforts basis) but not later than within 8 weeks from the signature of this Contract.

# The ownership right

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

# price and payment terms

## The purchase price for the Object of Purchase is 31.870,- EUR (“**Purchase Price**”) without value added tax (“**VAT**”). VAT will be paid in accordance with the applicable legal regulations.

## The Purchase Price cannot be exceeded and includes all costs and expenses of the Supplier related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the manufacture and delivery of the Object of Purchase, insurance and any other costs and expenses connected with the performance of this Contract.

## The Purchase Price for the Object of Purchase shall be paid in EURon the basis of a tax document – invoice, to the account of the Supplier specified in the invoice. The Supplier is entitled to issue the invoice after signature of the acceptance protocol. Copy of the acceptance protocol must be attached to the invoice. The invoice shall be delivered to the Buyer without undue delay after signature of the acceptance protocol.

## The Buyer shall realize the payment on the basis of duly issued invoice within 30 days from receipt thereof. 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 Supplier’s account.

## The invoice issued by the Supplier as a tax document must contain all information required by the applicable laws of the Czech Republic. Invoices issued by the Supplier in accordance with this Contract shall contain in particular following information:

#### name and registered office of the Buyer,

#### tax identification number of the Buyer,

#### name and registered office of the Seller,

#### tax identification number of the Seller,

#### registration number of the tax document,

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

#### the date of the issue of the tax document,

#### the date of the fulfilment of the Contract,

#### Purchase Price,

#### registration number of this Contract, which the Buyer shall communicate to the Seller based on Seller’s request before the issuance of the invoice,

#### declaration that the performance of the Contract is for the purposes of a project “ELI: EXTREME LIGHT INFRASTRUCTURE – Phase 2”, registr. number CZ.02.1.01/0.0/0.0/15\_008/0000162.

## and must comply with the double tax avoidance agreements, if applicable.

## In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Supplier during it 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.

# SUPPLIER’s duties

## During performance of this Contract the Supplier proceeds independently. If the Supplier receives instructions from the Buyer, the Supplier shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Supplier 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 Supplier must notify the Buyer. The Supplier is not obliged to accept instructions if their implementation would increase costs of the Supplier in not only negligible extent or would prevent the Supplier from timely delivery of the Object of Purchase. In such cases an amendment hereto shall be concluded dealing with Purchase price increase or deadlines extension.

The Parties might modify Annex No 1 hereto (Technical specification) by mutual written agreement of their duly authorized representatives if such modification secures a more suitable technical solution and if such modification does not increase the Purchase Price nor prevents the Supplier from timely delivery. In case of Purchase Price increase/ decrease or necessity of additional time an amendment hereto shall be concluded.

# Handover of the Object of purchase

## Handover and takeover of the Object of Purchase shall be realized on the basis of an acceptance protocol. The acceptance protocol shall contain documents which are specified in Annex 1 (*Technical Specification – Requirement Specification Document).*

## If the Object of Purchase does not meet requirements stipulated by this Contract, the Buyer is entitled to refuse the takeover of the Object of Purchase. In such a case the Supplier shall remedy the deficiencies within ten (10) working days, unless Parties agree otherwise. If it is impossible to meet the said deadline for objective reasons proven by the Supplier the Parties will agree another sufficient deadline. The Buyer is entitled (but not obliged) to take over the Object of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer from using the Object of Purchase for intended purpose. In such a case the Supplier 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 Supplier shall remove the deficiencies within ten (10) working days.

In case of modifications according to the art. 6 hereof such modifications shall be also listed in the acceptance protocol.

# HIDDEN DEFECT REMOVAL

## The Supplier shall remove hidden defects free of charge and in the terms stipulated herein. A hidden defect is deemed a defect present in the Object of Purchase on the time of handover execution which, however, might be discovered only during Object of Purchase use.

## If the Buyer ascertains a defect of the Object of Purchase the Buyer shall notify the Supplier such defect without undue delay.

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

#### ask for the removal of the defect by the delivery of new Object of Purchase or its individual parts, or

#### ask for the removal of the defect by repair, or

#### ask for the reasonable reduction of the Purchase Price.

## The choice among the above mentioned rights belongs to the Buyer. In case of a defect which is repairable and occurs for the first time the Buyer is not entitled to request delivery of a new Object of Purchase. The Buyer is also entitled to withdraw from this Contract, if by delivering the Object of Purchase with defects this Contract is substantially breached.

## The Seller shall remove the defect within 10 working days from its notification. If it is impossible to meet the said deadline for objective reasons proven by the Supplier the Parties will agree another sufficient deadline.

## 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.

# right of withdrawal

## The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following circumstances occur:

#### the Supplier is in delay with the fulfilment of this Contract and such delay lasts more than 4 weeks;

#### the Object of Purchase does not fulfil the requirements stipulated in this Contract, in particular in Annex 1 (*Technical Specification*), and thereby this Contract is deemed substantially breached; or

#### the insolvency proceeding is initiated against the Supplier.

# special provisions

By signing this Contract, the Supplier 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 Research, Development and Education Operational Program 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.

# Final provisions

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

## 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.

## All modifications and supplements of this Contract must be in writing.

## 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.

## This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.

## Integral part hereto is Annex 1 (*Technical Specification - Requirement Specification Document*). In case of any discrepancy between the provisions of this Contract and the provisions of Annex 1 (*Technical Specification - Requirement Specification Document*)the provisions of this Contract shall prevail.

## This Contract shall be valid and effective on the date of the signature of both Parties.

## **in witness whereof** attach Parties their handwritten signatures:

**Buyer**

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| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: RNDr. Michael Prouza, Ph.D. |
| Position: directorDate:  |

**Supplier**

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| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: Mr. Thomas Franz  |
| Position: CEODate:  |
|  |

**Annex 1**

**technical specification**

*Note: Requirement Specification Document including the drawing package and the 3D CAD file annexed to the invitation to submit a bid issued within the Public Procurement procedure to be annexed here after the Public Procurement procedure is concluded and before signing the final contract by both parties.*