**Amendment no. 3**

This amendment no. 3 (”**Amendment**”) was concluded pursuant to 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,

 (“**Buyer**”); and

1. **AVS Added Value Industrial Engineering Solutions S.L.U.,**

with its registered office at: Polígono Industrial Sigma, C/ Xixilion 2 bajo, 20870 Elgoibar, Gipuzkoa, SPAIN,

registration no.: ES-B20912408,

represented by: Miguel Angel Carrera

(“**Seller**”).

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

**whereas**

1. The Buyer and the Seller on November 10, 2015 entered into the purchase contract (“the **Contract**”) based on which the Buyer purchases from the Seller a vacuum chamber (the “**Object of Purchase**”).
2. Due to delays with the construction works that need to be done in the corridors in the laser building for the Object of Purchase to pass through the Buyer is not able to takover the Object of Purchase in the terms stipulated in the Contract.
3. The Seller agrees with the postponement of the delivery of the Object of Purchase.

**it was agreed as follows:**

# changes to the contract

## The text of the Article 8.2 of the Contract is repealed and fully replaced by the following text:

## “*The Seller shall deliver the Object of Purchase by October 2, 2017. The Seller is entitled to deliver the Object of Purchase prior to the date stipulated in the preceding sentence, if the Buyer’s premises are prepared for the takover and the Buyer agrees to it. The Buyer is entitled (at its own discretion) to postpone the term of delivery by up to 1 month, if there are reasons for it (e.g. the Buyer is not able to takeover the Object of Purchase due to the fact that premises are still not prepared). The Seller shall carry out Related Activities at the request of the Buyer. The Related Activities shall be carried out by the Seller without undue delay after the receipt of the request of the Buyer.*”

# Final provisions

## Words with the capital letter have the same meaning as in the Contract, unless this Amendment stipulates otherwise.

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

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

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

**Buyer**

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

**Seller**

|  |
| --- |
| Signature:  |
| Name: Miguel Angel Carrera |
| Position: Date:  |