

Purchase Agreement

Buyer Reg. No. ÚFE-357/2026-sekr

Seller Reg. No. _____

This Purchase Agreement ("**this Agreement**") is entered into in accordance with Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, as amended, and Section 31 of Act No. 134/2016 Coll., the Public Procurement Act of the Czech Republic, as amended.

I.

CONTRACT PARTIES

Ústav fotoniky a elektroniky AV ČR, v. v. i.,

With registered office at Chaberská 1014/57, 182 00 Prague 8 – Kobylisy, Czech Republic

Represented by: Assoc. Prof. Pavel Peterka, Ph.D., Director

Business ID: 67985882

TIN: CZ67985882

Bank account: 131417340/0300

(Hereinafter referred to as the "**Buyer**")

and

RMI, s.r.o.

With registered office at Pernštýnská 116, 533 41 Lázně Bohdaneč

Represented by: Doc. Ing. Tomáš Černožorský, CSc., Managing Director

Business ID: 25288083

Bank account: 186150305/0300

(Hereinafter referred to as the "**Seller**")

(Hereinafter referred to jointly as the "**Parties**")

Entered into this Agreement:

II.

SUBJECT MATTER

1. This Agreement is entered into on the basis of the results of the procurement procedure for a small-scale public contract entitled "**System for Measuring the Hall Effect and Resistivity II.**" (hereinafter referred to as "**Small-Scale Public Contract**"), in which the Buyer acted as the Contracting Authority and the Seller's bid was duly selected as the most economically advantageous bid. Furthermore, this Agreement is based on the Seller's offer dated 29 May 2026.

2. The Seller agrees to sell and the Buyer agrees to purchase **a system for measuring the Hall effect and resistivity** (hereinafter referred to as the "**Equipment**"). The Equipment shall conform to the technical specifications set out in Enclosure 1 to this Agreement, unless otherwise specified in this Agreement. The delivery of the Equipment shall also include all necessary software required for its proper operation. Such software shall be delivered as part of the Equipment. The Seller shall be obliged to provide all software updates and upgrades free of charge for the entire duration of the warranty period applicable to the Equipment.
3. The Seller's obligation laid down in the preceding paragraph shall include:
 - a) Delivery of the Equipment to the Buyer's premises under DDP (Delivered Duty Paid) clause according to the Incoterms 2020 terms; installation and commissioning of the Equipment at the Buyer's premises;
 - b) Handover of all documents and documentation relating to the use of the supplied Equipment, in particular operating and maintenance manuals in Czech or English, warranty documents and, where applicable, a delivery note, and a declaration of conformity;
 - c) Training of designated employees of the Buyer in the operation and maintenance of the Equipment for a minimum of 2 (two) persons, to be conducted in Czech or English.
4. The Buyer undertakes to provide the Seller with all necessary assistance for the issuance of an export license, in particular to provide the Seller with an end-user confirmation for the issuance of an export license, if the Seller requests so.

III. TIME AND PLACE OF SUPPLY

1. The Seller shall supply the Equipment specified in Article II, Paragraph 2 of this Agreement and fulfil all obligations of the Seller set out in Article II, Paragraph 3 of this Agreement. The place of performance shall be the Buyer's premises at the **Institute of Photonics and Electronics of the Czech Academy of Sciences, Chaberská 1014/57, 182 00 Prague 8, Czech Republic** (hereinafter referred to as the "**Buyer's Facility**").

For the purposes of this Agreement, the "Effective Date" means the date of publication of this Agreement in the Register of Contracts. **The Seller shall perform its obligations within five (5) months of the Effective Date.**

IV. PRICE

1. The price in EUR (Euro) for the subject matter of this Agreement, as specified in Article II Paragraphs 2 and 3, has been agreed on the basis of the Seller's bid submitted in the procurement procedure for the Small-Scale Public Contract. The price, excluding VAT, amounts to:

EUR 67 890

(in words: sixty-seven thousand eight hundred and ninety)

2. The price specified in Paragraph 1 of this article is firm and non-negotiable.
3. VAT at the statutory rate in effect at the time of taxable supply shall be added to the price specified in Paragraph 1 of this article.

V.

PAYMENT TERMS

1. The price specified in Article IV, Paragraph 1 of this Agreement shall be paid by the Buyer upon the proper delivery of the Equipment and on the basis of a tax invoice issued by the Seller.
2. The Seller's right to issue an invoice for supplying the Equipment shall arise on the day of signing of a Certificate of Delivery and Acceptance in accordance with Article VI, Paragraph 2 of this Agreement.
3. The Buyer shall not provide any advance payments.
4. 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 Agreement shall contain in particular the following information:
 - a) business name of the Seller, address of his settlement, registered place of business, eventually his premise, and his VAT number,
 - b) Seller's bank connection (title and address of seller's bank, SWIFT code),
 - c) Seller's bank account number in IBAN (International Bank Account Number) format,
 - d) the Buyer's business name, registered office, identification number (ID No.), VAT identification number (VAT ID No.),
 - e) the delivery date, if it can be determined and if it differs from the invoice issue date,
 - f) date of invoice issue,
 - g) total price payable in EUR, rounded to two decimal places,
 - h) the number and title of this Agreement,
 - i) and must comply with the double tax avoidance agreements, if applicable.
5. If the invoice does not contain the above-mentioned information, the Buyer is entitled to return it to the Seller within its maturity period, and such return shall not constitute a default. The new maturity period shall commence upon the Buyer's receipt of the corrected invoice.

6. The invoice shall become due 14 (in words: fourteen) calendar days after the date of issue. The invoice shall be deemed paid at the moment the invoiced amount is credited to the Seller's bank account specified on the first page of this Agreement.

VI. DELIVERY TERMS

1. The Seller shall duly pack the Equipment and ensure the secure transport thereof to the Buyer's Facility at the Seller's expense and risk. The Seller shall use a provable method to notify the Buyer sufficiently in advance of the date of delivery of the Equipment to the Buyer's Facility.
2. In addition to the Equipment, the Seller shall deliver a Certificate of Delivery and Acceptance (hereinabove and hereinafter referred to as the "**Certificate of Delivery and Acceptance**"), to be signed by both Parties, provided that the Seller has fulfilled all its obligations in accordance with Article II, Paragraph 3 of this Agreement.
3. The Seller shall deliver the Equipment to the Buyer in full working order, together with all technical and other documentation, within the time period specified in Article III, Paragraph 1 of this Agreement. The Equipment shall be new, unused, and neither refurbished nor reconditioned in any respect. No incomplete or improper delivery preventing the Equipment from being used in the standard manner shall be acceptable. If applicable, such delivery shall constitute grounds for refusing the acceptance of the Equipment.
4. The Equipment shall comply with all applicable technical and safety standards and regulations in force in the Czech Republic, including all relevant Czech standards relating to its design, manufacture and use, and shall be delivered in such a way that its operation complies with such standards and regulations.
5. The Equipment shall be deemed delivered on the date of signature of the Certificate of Delivery and Acceptance by both Parties. The ownership of the Equipment and the risk of damage thereto shall pass to the Buyer on the same date.
6. The Seller guarantees to the Buyer that the Equipment is not subject to any third-party rights and shall not be so until the transfer of the ownership of the Equipment to the Buyer.

VII. COMPENSATION FOR DAMAGE AND FORCE MAJEURE

1. Each of the Parties will be liable for any damage resulting from a violation of applicable law or a breach of this Agreement. Both Parties undertake to use their best efforts to prevent and mitigate such damage.
2. A Party shall be relieved from liability for damages resulting from the Seller's delay in performance of this Agreement if it demonstrates that the performance of its obligations under this Agreement was temporarily or permanently prevented by an extraordinary, unforeseeable, and insurmountable event beyond its control (hereinafter referred to as "force majeure").

3. The duty to pay damages shall not be excused by an event that arises only while the liable Party is already in default, or that results from the Party's financial condition. The period during which a Party is relieved from liability for damages shall be limited to the duration of the circumstances that excuse such liability.
4. The Party that claims force majeure in accordance with Paragraph 2 of this article shall notify the Counterparty in writing of the relevant circumstances no later than 5 (in words: five) working days from their occurrence and indicate the expected duration thereof. Failure to comply with this obligation shall be deemed a waiver of the Party's right to invoke such circumstances as a case of force majeure.
5. Within 8 (in words: eight) working days of the occurrence of a force majeure event, the Party invoking force majeure shall provide evidence of the event, including that it has significantly affected the Party's ability to perform its contractual obligations. The Party shall notify the Counterparty of the cessation of the force majeure event no later than five (5) working days after such circumstances have ended.

VIII.

GUARANTEE OF QUALITY, PROCEDURE FOR FILING CLAIMS

1. The Seller shall supply the Equipment to the Buyer in a manner that allows the Buyer to use the Equipment for the intended purpose under this Agreement. The Seller shall also ensure that the Equipment is properly and timely delivered in accordance with this Agreement.
2. The Seller shall be liable for defects in the Equipment at the time of its acceptance by the Buyer, even if such defects become apparent later. The Seller shall also be liable for defects arising after acceptance if they result from a breach of the Seller's obligations.
3. The Seller undertakes and shall be liable to ensure that the Equipment is delivered properly, in accordance with this Agreement, and remains free of defects for **12 (twelve) months** after the Certificate of Delivery and Acceptance is signed. During this period, the Seller shall provide a guarantee of the Equipment's quality.
4. Under the guarantee of quality, the Seller undertakes to ensure that the Equipment supplied shall remain fit for the agreed purpose throughout the guarantee period, and that the agreed parameters shall remain unchanged, including, without limitation, those listed in the technical specifications in Enclosure 1 to this Agreement, or the standard parameters. The Seller shall be liable for any defect occurring during the guarantee period. The Buyer shall have the right to claim for any defects in the Equipment at any time during the guarantee period.
5. The guarantee period shall be extended for the duration of any defect that renders the Equipment unfit for the purpose for which it was purchased by the Buyer.
6. During the guarantee period, the Seller shall at its own expense repair any and all defects (including, without limitation, functional defects and damage caused by defective materials,

design flaws, or defects in workmanship). Furthermore, the guarantee shall apply to replaced components. The guarantee shall not apply to normal wear and tear of the components.

7. The guarantee shall not apply to defects caused by improper use of the Equipment or improper repairs carried out by the Buyer, tampering with the Equipment by the Buyer or any third-party (except as provided in Sections 9 and 11 of this Article), natural disasters, accidents, and normal wear and tear. The Seller undertakes to repair such defects at the Buyer's expense, if requested so by the Buyer.
8. A notice of defect (claim) shall be given by the Buyer in writing to the Seller by e-mail at The Buyer shall describe the defect, specify how it manifests itself, and state the claim made against the Seller. The Seller shall issue a written record of the claim in two copies, one for each Party.
9. The Seller undertakes to commence the repair of any defect in the Equipment **within 5 (in words: five) working days** from the delivery of a written notice of defect (claim) to the Seller. The defect in the Equipment shall be repaired within **30 (in words: thirty) days** from the delivery of the written notice of defect, unless the Parties agree otherwise. Furthermore, the Seller guarantees to the Buyer that any and all replacement parts used in the repair of defects shall be brand new and genuine and shall not be refurbished or of aftermarket parts. All costs related to warranty repairs, including transport and travel expenses, shall always be borne by the Seller.

If the Seller fails to remedy the claimed defect within the period specified in this paragraph, the Buyer shall be entitled to have the defect remedied by a third party at the Seller's expense. This shall be without prejudice to the Buyer's right to a contractual penalty or to exercise its rights arising from liability for defects.
10. The costs of works not covered by the guarantee, as well as the costs of spare parts and materials used, shall be charged to the Buyer separately, including transport and travel costs, based on the Seller's price quotation.
11. Minor repairs, regular maintenance, and servicing not requiring the Seller's involvement may be performed by the Buyer with no effect on the guarantee, provided that such tasks are performed by trained personnel.
12. At the Buyer's request, the Seller shall secure paid post-guarantee service, including the procurement of replacement components, during a period lasting no less than 3 (in words: three) years after the last day of the guarantee period. The provisions of Article VIII and Article IX, Paragraph 2 of this Agreement pertaining to the repair of defects and liability for a failure to repair defects shall apply to post-guarantee servicing on a mutatis mutandis basis, unless otherwise agreed by the Parties.

IX. PENALTIES

1. If the Seller fails to comply with the time limit set out in Article III, Paragraph 1 of this Agreement for reasons attributable to the Seller, the Buyer shall be entitled to claim a contractual penalty of 0.05% of the price specified in Article IV, Paragraph 1 of this Agreement for each commenced day of default.
2. If the Seller fails to repair claimed defects in the Equipment within the time limit set out in Article VIII, Paragraph 9 of this Agreement for reasons attributable to the Seller, the Seller shall pay the Buyer a contractual penalty of 0,01 % of the price specified in Article IV, paragraph 1 for each defect and for each commenced day of delay.
3. If the Buyer defaults on payment of the price, the Seller shall be entitled to charge default interest in accordance with Czech Government Regulation No. 351/2013 Coll., laying down the value of default interest and costs, as amended.
4. A contractual penalty and default interest shall become due 14 calendar days after the receipt of a notice requesting its payment.
5. The provisions relating to contractual penalties shall in no way prejudice the right to claim compensation for damages, including damages, the amount of which exceeds the amount of the contractual penalty.

X. SETTLEMENT OF DISPUTES AND CHOICE OF LAW

1. This Agreement, as well as any matters not defined herein or only partially defined herein, shall be governed exclusively by and construed in accordance with Czech substantive law, in particular Act No. 89/2012 Coll., the Civil Code, as amended.
2. The Parties undertake to first attempt to resolve any disputes arising from this Agreement amicably through negotiation. Any disputes not resolved amicably shall fall under the exclusive jurisdiction of the courts of the Czech Republic, with the jurisdiction of courts in any other country excluded. The court having local jurisdiction shall be the court competent for the Buyer's registered office.

XI. AGREEMENT TERM

1. This Agreement may be terminated upon completion of the obligations hereunder, by a mutual termination agreement between the Parties, or by rescission.
2. The Buyer shall have the right to rescind this Agreement in the following circumstances:
 - a) If the Equipment is not delivered and handed over within 3 (in words: three) weeks following the futile expiry of the delivery and handover deadline due to the fault of the Seller;

- b) If the technical specifications of the Equipment, as stated in the offer or in this Agreement, are not complied with;
- c) If the Equipment is supplied with defects that are irreparable, the repair of which would entail disproportionate costs, or the duration of such repair would be unreasonably long.
- 3. Each Party shall have the right to rescind this Agreement if the other Party commits a gross breach of this Agreement.
- 4. Rescission of this Agreement shall become effective upon delivery of a written notice of rescission to the other Party. Such rescission shall not prejudice the right of the Parties to claim damages, contractual penalties, or interest on late payments.

XII.

CLOSING PROVISIONS

- 1. Neither Party shall have the right to assign, transfer, or delegate any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party.
- 2. Subject to the provisions of Paragraph 1 of this Article, this Agreement shall, where applicable, be binding upon and inure to the benefit of the legal successors of the Parties.
- 3. Any amendments or modifications to this Agreement shall be made only by mutual written agreement of the Parties. Such amendments or modifications must be designated as amendments, consecutively numbered, and signed by the duly authorized representatives of both Parties. Each such amendment shall constitute an integral part of this Agreement. No other agreements, or understandings shall have any force or effect.
- 4. The Seller acknowledges that this Agreement shall be disclosed by the Buyer in the Agreement Register in accordance with Act No. 340/2015 Coll., on the Special Conditions for the Validity of Certain Agreements, the Disclosure of Such Agreements, and the Register of Agreements (the "Agreement Register Act").
- 5. This Agreement is executed in two counterparts, each having the validity of an original, one for each Party. If executed in electronic form, this Agreement shall be executed in a single counterpart, electronically signed by both Parties.
- 6. The Parties hereby acknowledge and agree to the entire contents of this Agreement. In witness whereof, the duly authorized representatives of the Parties have executed this Agreement by their signatures.
- 7. This Agreement is executed on the date of its signature by the duly authorized representatives of both Parties and shall enter into force on the Effective Date.
- 8. The following enclosure constitutes an integral part of this Agreement:

Enclosure 1 – Technical Specifications

In Prague, date as per electronic signature

Assoc. Prof. Pavel Peterka, Ph.D.
Director
Institute of Photonics and Electronics
of the Czech Academy of Sciences

In Lázně Bohdaneč, date as per
electronic signature

Doc. Ing. Tomáš Černohorský, CSc.
Managing Director
RMI, s.r.o.

Annex 1

Technical specifications

1. Minimum technical requirements

The Contracting Authority for the small-scale public contract entitled “**System for Measuring the Hall Effect and Resistivity II.**” has specified in column C a range of required values. The parameters so specified must be complied with, i.e. the equipment offered by the bidder (supplier) must meet at least this required value (a wider range is acceptable if it covers required value / range of values).

The bidder is obliged to complete column D and indicate whether the offered equipment complies with all rows of the requirements given in columns B and C. Failure **to meet any** of the technical requirements shall result in **the exclusion** of the bid from further participation in the procurement procedure.

System for Measuring the Hall Effect and Resistivity

A – No. of requirement	B - Description of requirement	C - Required value	D - The bidder is obliged to provide whether his offered equipment fulfills the requirement or not, to write the parameters of his offered equipment, (and to insert a specific reference to the technical specification of his offered equipment if applicable)
1.1.	Mobility measurement range (lower limit)*:	$\leq 0.01 \text{ cm}^2/\text{V}\cdot\text{s}$	[Yes] 10^{-3} to $10^7 \text{ cm}^2 / \text{Vs}$
1.2.	Carrier concentration range	$10^3\text{-}10^{23} \text{ cm}^{-3}$	[Yes] $10^3\text{-}10^{23} \text{ cm}^{-3}$
1.3.	Resistance range	$\text{m}\Omega\text{--} \text{G}\Omega$	[Yes] From $\text{m}\Omega$ to $\text{G}\Omega$. Depending on sample thickness, the following resistivity range can be used: 10^{-4} up to $10^7 (\Omega\text{cm})$
1.4.	Hall voltage resolution	$1\mu\text{V}$	[Yes] Better or equal to $1 \mu\text{V}$
1.5.	Minimum sample size	$10\times 10\times 3 \text{ mm}$	[Yes] Min. sample size can be smaller using wire bonding board

1.6.	Temperature range	The system shall enable measurements at room temperature (RT) and at liquid nitrogen temperature (LN ₂).	[Yes] With Cryo option measurements at room temperature (RT) and at liquid nitrogen temperature (LN ₂) are possible.
1.7.	Gate-bias option	Voltage range 10 mV -100 V Current range 1 μA -100 mA	[Yes] Voltage range 10 mV -100 V Current range 1 μA -100 mA

*The system shall be capable of measuring carrier mobilities down to at least 0.01 cm²/V·s