

## Purchase Contract

(hereafter the “Contract”)

### 1. CONTRACTUAL PARTIES

#### 1.1 Fyzikální ústav AV ČR, v. v. i.,

with seat: Na Slovance 1999/2, 182 21 Praha 8,  
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.

Bank: [REDACTED]  
Account No. IBAN: [REDACTED]; SWIFT (BIC): [REDACTED]  
ID No.: 68378271  
Tax ID No.: CZ68378271

(hereinafter the “Buyer”)

and

#### 1.2 UAB MGF Šviesos konversija,

with seat: Keramikų 2B, LT-10233 Vilnius, Lithuania,  
represented by: Algirdas Juozapavičius, Director,  
registered in State enterprise “Registru centras”.

Bank: [REDACTED]  
Account No. IBAN: [REDACTED]; SWIFT (BIC): [REDACTED]  
ID No. 222598890  
Tax ID No.: LT225988917

(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 Buyer wishes to acquire the subject of performance hereof – equipment (collinear optical parametric amplifier) in order to obtain continuously wavelength tunable (315 – 2600 nm) optical source for optical excitation of various materials; the equipment will be used for specialized scientific research activities at high professional level.
- 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 Quotation which forms **Annex No. 2** hereto.
- 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 declares that it has all the professional prerequisites required for the supply of the subject of performance under this Contract, is authorised to supply the subject of performance and there exist no obstacles on the part of the Seller that would prevent the Seller from supplying the subject of this Contract to the Buyer.
- 2.5 The Seller acknowledges that the Buyer considers him capable of providing performance under the Contract with such knowledge, diligence and care that is associated and expected of the Seller's profession, and that the Seller's potential performance lacking such professional care would give rise to corresponding liability on the Seller's part. The Seller is prohibited from misusing its qualities as the expert or its economic position in order to create or exploit dependency of the weaker Party or to establish an unjustified imbalance in the mutual rights and obligation of the Parties.
- 2.6 The Seller acknowledges that the Buyer is not in connection to the subject of this Contract an entrepreneur and also that the subject of this Contract is not related to any business activities of the Buyer.
- 2.7 The Seller acknowledges that the production and delivery of the subject of performance within the specified time and of the specified quality, as shown in Annexes No. 1 and 2 of this Contract (including the delivery and invoicing), is essential for the Buyer. If the Seller fails to meet contractual requirements, it may incur damage of the Buyer.
- 2.8 The Contractual Parties declare that they shall maintain confidentiality with respect to all facts and information, which they learn in connection herewith and / or during performance hereunder, and whose disclosure could cause damage to either Party. Confidentiality provisions do not prejudice obligations on the part of the Buyer arising from valid legislation.

## **3. SUBJECT-MATTER OF THE CONTRACT**

- 3.1 The subject of this Contract is the obligation on the part of the Seller to deliver and transfer into the Buyer's ownership:

the Collinear optical parametric amplifier ORPHEUS with LYRA extension (hereafter the "**Equipment**")

and the Buyer undertakes to take delivery of the Equipment and to pay to the Seller the agreed upon price.

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 place of delivery,
- 3.2.2 Telephone or email assistance with the installation of the Equipment at the site,
- 3.2.3 Delivery of instructions and operating manuals of the Equipment in English language to the Buyer, in electronic and hardcopy (printed) versions,
- 3.2.4 Warranty service,
- 3.2.5 Ensuring out-of-warranty and post-warranty service,
- 3.2.6 Provision of technical support in the form of consultations.

3.3 The subject of performance (Equipment) is specified in detail in Annexes No. 1 and No. 2 hereto.

3.4 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 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 more strict standard or its part shall always apply.

3.5 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 the Equipment to the address specified in Section 7.1 hereof by 27 December 2017 at the latest.

4.2 The Buyer acknowledges that the Seller pays the purchase price of the public support with the possibility of drawing it and billing until 31 December 2017; therefore, the Buyer is not interested in the performance, which cannot be accounted for until 31 December 2017.

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 amount to 54.000,- € (in words: fifty-four thousand Euros) excluding VAT (hereinafter the "**Price**"). VAT shall be paid by the Buyer and settled in accordance with the valid Czech regulation.

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

5.3 The Parties agreed that the Price shall be invoiced after delivery of the Equipment in accordance with

## Section 9.1.

- 5.4 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 Contract shall contain in particular following information:
- 5.4.1 name and registered office of the Buyer,
  - 5.4.2 tax identification number of the Buyer,
  - 5.4.3 name and registered office of the Seller,
  - 5.4.4 tax identification number of the Seller,
  - 5.4.5 registration number of the tax document,
  - 5.4.6 scope of the performance (including the reference to this Contract),
  - 5.4.7 the date of the issue of the tax document,
  - 5.4.8 the date of the fulfilment of the Contract,
  - 5.4.9 purchase Price,
  - 5.4.10 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 tax avoidance agreements, if applicable.
- 5.5 The Buyer prefers electronic invoicing, with the invoices being delivered to [efaktury@fzu.cz](mailto:efaktury@fzu.cz). All issued invoices shall comply with any international treaties prohibiting double taxation, if applicable.
- 5.6 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.
- 5.7 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.
- 5.8 The Buyer shall be entitled to unilaterally set off against any receivables claimed by the Seller any of its payment due to:
- 5.8.1 damages caused by the Seller,
  - 5.8.2 sanctions.
- 5.9 The Seller shall not be entitled to set off any of its 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 delivery.

## **7. PLACE OF DELIVERY OF THE EQUIPMENT**

7.1 The place of delivery of the Equipment shall be the premises of the Buyer at the address Fyzikální ústav AV ČR, v.v.i., Cukrovarnická 112/10, 162 00 Praha 6, Czech Republic.

## **8. COOPERATION OF THE PARTIES**

8.1 The Seller undertakes to notify the Buyer of any obstacles on its part, which may negatively influence proper and timely delivery of the Equipment.

## **9. DELIVERY, INSTALLATION AND ACCEPTANCE**

9.1 The Seller shall transport the Equipment at its own cost to the place of delivery. If the shipment is intact, the Buyer shall issue delivery note for the Seller.

9.2 The Seller undertakes to perform the installation of the Equipment on-site and verify whether the Equipment is functional and meets the technical requirements of Annexes No. 1 and 2 hereof within 14 working days of the delivery of the Equipment. In case the Seller will be unable to install the Equipment properly directly on-site, the Seller undertakes to perform all steps needed to make the Equipment meet the technical requirements of Annexes No. 1 and 2 by 28 February 2018.

9.3 The delivery shall include 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.

9.4 The procedure shall be completed by acceptance of the Equipment confirmed by the acceptance protocol containing specifications of all performed tests. The protocol shall contain the following information:

9.4.1 Information about the Seller, the Buyer and any subcontractors,

9.4.2 Description of the Equipment including description of all components and serial numbers,

9.4.3 Description of performed tests including achieved parameters,

9.4.4 List of technical documentation including the manuals,

9.4.5 Date and signature of the representative of the Buyer specified in 11.2 hereof.

9.5 Acceptance of the Equipment does not release the Seller from liability for damage caused by product defects.

9.6 The Buyer shall not be obliged to accept the Equipment, which would show defects or unfinished work and which would otherwise not form a barrier, on their own or in connection with other defects, to using the Equipment. In this case, the Buyer shall issue a record containing the reason for its refusal to accept the Equipment.

## **10. TECHNICAL ASSISTANCE – CONSULTATIONS**

- 10.1 The Seller shall be obliged to provide to the Buyer free-of-charge consultations and technical assistance relating to the subject of performance hereof during the entire term of the warranty period. The Seller undertakes to provide to the Buyer consultations and technical assistance relating to the subject of performance hereof also after the warranty period expires.

## **11. REPRESENTATIVES, NOTICES:**

- 11.1 The Seller authorized the following representatives to communicate with the Buyer in all matters relating to the Equipment delivery:

e-mail:  
tel.

- 11.2 The Buyer authorized the following representatives to communicate with the Seller:

e-mail:  
tel.

- 11.3 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@lightcon.com](mailto:sales@lightcon.com) in case of the Seller.

- 11.4 In all technical and expert matters (discussions on the Equipment testing and demonstration, notification of the need to provide warranty or post-warranty service etc.) electronic communication between technical representatives of the Parties will be acceptable using e-mail addresses defined in Sections 11.1 and 11.2.

## **12. TERMINATION**

- 12.1 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.

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

12.2.1 The Seller fails to meet the deadline pursuant to Section 4.1 hereof.

12.2.2 Technical parameters or other conditions required in the technical specification defined in Annex No. 1 and 2 hereto and in the relevant valid technical standards will not be achieved by the Equipment at acceptance,

12.2.3 Facts emerge bearing evidence that the Seller will not be able to deliver the Equipment.

- 12.3 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.

- 12.4 Withdrawal from the Contract becomes effective on the day the written notification to that effect is delivered to the other Party. The Party which had received performance from the other Party prior to

such withdrawal shall duly return such performance.

### **13. INSURANCE**

- 13.1 The Seller undertakes to insure the Equipment against all risks, in the amount of the Price of the Equipment for the entire period commencing when transport of the Equipment starts until duly accepted by the Buyer. In case of breach of this obligation, the Seller shall be liable to the Buyer for any damage that may arise.
- 13.2 The Seller is liable for the damage that he has caused. The Seller is also liable for damage caused by third parties undertaken to carry out performance or its part under this Contract.

### **14. WARRANTY TERMS**

- 14.1 The Seller shall provide warranty for the quality of the Equipment for a period of 12 months. The warranty term shall commence on the day following the date of signing of the confirmation of removal of minor defects or unfinished work or on the day following the date of signing of the acceptance protocol pursuant to Section 9.5 hereof in case the Equipment was handed over without any minor defects or unfinished work. The warranty does not cover consumable things.
- 14.2 Should the Buyer discover a defect, it shall notify the Seller to rectify such defect using the email address [sales@lightcon.com](mailto:sales@lightcon.com).
- 14.3 The Seller shall be obliged to rectify any claimed defects within 30 working days from receipt of the Buyer's notification. In cases of unusual defects, the Seller shall be obliged to rectify the defect in the period corresponding to the nature of the defect and to define the deadline for the handover of the rectified Equipment.
- 14.4 Any and all costs associated with defect rectification / repair including transport and travel expenses shall be always borne by the Seller.
- 14.5 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**") containing confirmations of both Parties that the Equipment was duly repaired and is defect-free.
- 14.6 The repaired portion of the Equipment shall be subject to a new warranty term in accordance with Section 14.1, which commences to run on the day following the date when the Repair Protocol was executed.
- 14.7 Should the Equipment suffer from defects which make it demonstrably unusable for a period exceeding 60 days (defect period) during any six (or less) consecutive months during the warranty term, the Seller shall be obliged to rectify such defect by delivering new defect-free Equipment within 60 days from the date the Seller was called upon to deliver the new Equipment. The Equipment is demonstrably unusable, when the technical parameters or other conditions required in the technical specification defined in Annex No. 1 and 2 hereto and in the relevant valid technical standards are not met.

### **15. CONTRACTUAL PENALTIES**

- 15.1 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 the performance pursuant to Section 4.1 hereof.
- 15.2 The Buyer is entitled to claim a penalty against the Seller in the amount of 4.000,- € for delay with



delivery of a properly issued tax document pursuant to Section 5.3 exceeding the deadline of 27 December 2017.

- 15.3 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 performing the installation of the Equipment pursuant to Section 9.3 hereof.
- 15.4 The Buyer shall have the right to a penalty against the Seller in the amount of 0.1 % of the Price for each commenced day of delay with rectifying of claimed defects.
- 15.5 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 12.2.1 and 12.2.2.
- 15.6 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.
- 15.7 Contractual penalties are payable within 30 days of notification demanding payment thereof.
- 15.8 Payment of the contractual penalty does not prejudice the rights of the Parties to claim damages.

## **16. DISPUTES**

- 16.1 Any and all disputes arising out of this Contract or the legal relationships connected with the Contract shall be resolved 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 the competent court in the Czech Republic based on application of any of the Parties; the court having jurisdiction will be the court where the seat of the Buyer is located. Disputes shall be resolved exclusively by the law of the Czech Republic.

## **17. FINAL PROVISIONS**

- 17.1 This Contract represents the entire agreement between the Buyer and the Seller. The relationships between the Parties not regulated in this Contract shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended.
- 17.2 In the event that any of the provisions of this Contract shall later be shown or determined to be invalid, ineffective or unenforceable, then such invalidity, ineffectiveness or unenforceability shall not cause invalidity, ineffectiveness or unenforceability of the Contract as a whole. In such event the Parties undertake without undue delay to subsequently clarify any such provision or replace after mutual agreement such invalid, ineffective or unenforceable provision of the Contract by a new provision, that in the extent permitted by the laws and regulations of the Czech Republic, relates as closely as possible to the intentions of the Parties to the Contract at the time of creation hereof.
- 17.3 This Contract becomes valid and effective as of the day of its conclusion by the authorised persons of both Parties.
- 17.4 This Contract may be changed or supplemented solely by means of numbered amendments in writing, furnished with the details of time and place and signed by duly authorised representatives of the Parties. The Parties expressly reject modifications to the Contract in any other manner.
- 17.5 This Contract is drawn up in three (3) counterparts, each of which is deemed to be the original. The Seller shall receive two (2) counterparts, the Buyer shall receive one (1) counterpart.



17.6 The Parties expressly agree that the Contract as a whole, including all attachments and data on the Parties, subject of the Contract, numerical designation of this Contract, the Price and the date of the Contract conclusion, 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 (hereinafter the "**CRA**"). The Parties hereby declare that all information contained in the Contract and its Annexes are not considered trade secrets under § 504 of the Civil Code and grant permission for their use and disclosure without setting any additional conditions.

17.7 The Parties agree that the Buyer shall ensure the publication of the Contract in the Contract Register in accordance with CRA.

17.8 The following Annexes form an integral part of the Contract:

Annex No. 1: Technical specification on the subject of performance

Annex No. 2: Seller's Quotation

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

In Prague on 14. 12. 2017

In Vilnius on 11. 12. 2017

For the Buyer:

For the Seller:

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

\_\_\_\_\_  
Algirdas Juozapavičius  
Director

**Annex No. 1****Technical specification on the subject of performance – Collinear optical parametric amplifier**

The system has to be based on collinear optical parametric amplification that will cover the excitation range of 315-2600 nm and that will be fully compatible with the laser Pharos 1.5 mJ. The energy conversion rate has to be more than 10% for the parametric generation and at least 30% for the second harmonic generation. The system shall not prolong the pulse length of the laser Pharos being around 190 fs. The system should be optimized for 1kHz repetition rate of the Pharos laser and at least 600 uJ of the pulse energy. The system will be controllable via the computer-based interface.

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## Annex No. 2

Quotation: IM20170427-1-c2

2017 11 02

██████████  
 Fyzikální ústav AV ČR, v. v. i.  
 Cukrovarnická 10/112  
 162 00 Praha 6  
 E-mail: ██████████

Dear ██████████,

Please find below the performance data sheet for **ORPHEUS OPA**

### 1. Performance specifications of ORPHEUS optical parametric amplifier

Tuning range	630-1020 nm and 1040-2600 nm
Energy conversion ratio	>12% at peak (signal + idler, combined) for pulse energies 20-1000uJ >6% for ) for pulse energies 8-20uJ *Note: OPA will be adjusted for one particular laser repetition rate (pulse energy)
Bandwidth	120-220 cm <sup>-1</sup> depending on wavelength
Pulse duration	120-190 fs depending on wavelength
Output polarization	signal-wave (630-1020nm) – horizontal idler- wave (1040-2600nm) – parallel
Computer control	via USB Port, wavelength control and service

### 2. ORPHEUS tuning range extension unit LYRA 315-630nm

Principle of operation	Second harmonic generation from ORPHEUS output
Tuning range	315-510nm SH of signal 520-630nm SH of idler
Conversion efficiency	>30% at peak at 100kHz
Pulse duration	<175fs
Output pulse bandwidth	100-220 cm <sup>-1</sup> depending on wavelength

### 3. Price

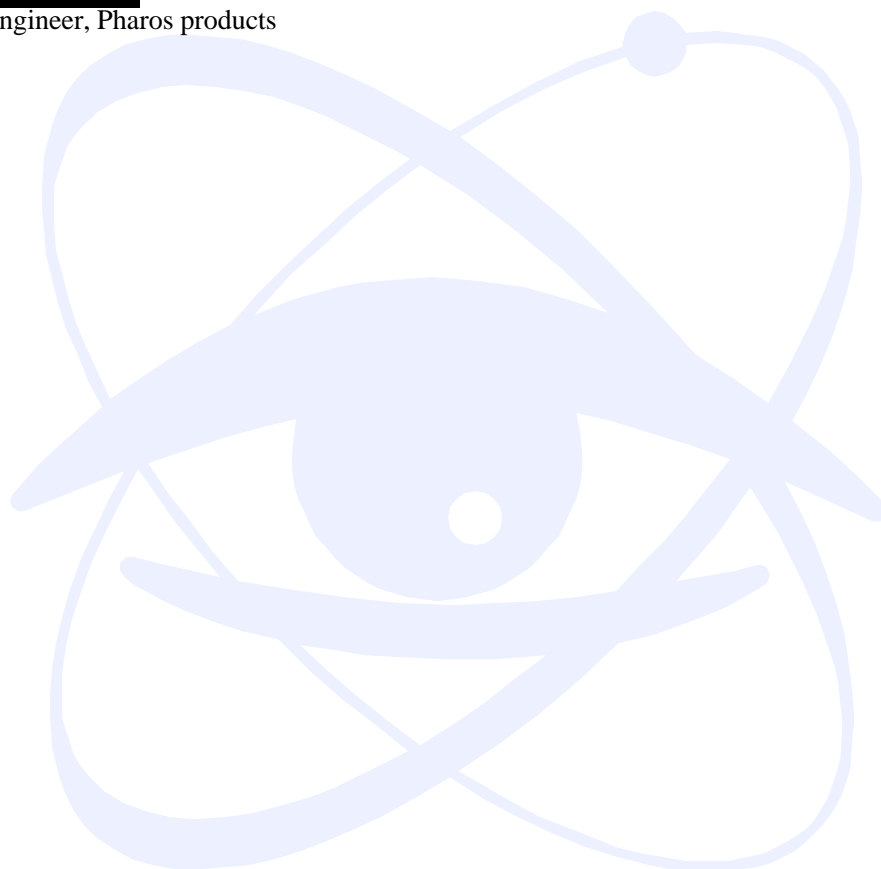
Item	Quantity	Unit Price, Euro	Price, Euro
ORPHEUS OPA	1	██████████	██████████
LYRA 315-630nm	1	██████████	██████████
		<b>Sub Total</b>	██████████
Shipping to factory	1	██████████	██████████
Shipping to customers site DAP	1	██████████	██████████
Installation at customers site	1	██████████	██████████
<b>Total</b>			<b>54.000,00</b>

<b>Standard Warranty:</b>	13 months after delivery or 12 months after installation, whichever first, optical components are covered by 3 month warranty
<b>Pricing:</b>	Price in Euro; excluding VAT and applicable taxes;
<b>Shipping and installation:</b>	included, see price table
<b>Terms of payment:</b>	30 days after instalation
<b>Delivery:</b>	before December 31, 2017
<b>Validity of the quotation:</b>	60 days.

Yours sincerely



Sales engineer, Pharos products



### ***Standard warranty terms***

Light Conversion warrants that supplied laser system is free from defects in parts and workmanship. Light Conversion will make any necessary repairs or replacement of parts to remedy any defect according to the conditions drawn in this statement.

The warranty period for the delivered system is 12 month. The warranty period starts after the final acceptance report is approved or one month after delivery, whichever occurs first. Limited time warranty applies to ORPHEUS system optical components which is 3 month. Different warranty terms may apply if separately quoted or agreed.

Due to the sealed design, most of the Light Conversion products have limited on-field engineer access to the internal components. Repair works requiring access to the internal laser components shall be carried in clean room at Light Conversion facility. If such a repair becomes necessary, laser system or its components shall be sent to Light Conversion for repair. Shipping expenses from customer's facility to Light Conversion shall be covered by customer. Repair and return shipment expenses shall be covered by Light Conversion.

The foregoing warranty does not cover equipment or parts damaged by accident or improper use. Natural wear and tear is not the subject for liability under this warranty. Light Conversion does not assume any liability if modifications are made or accessories are attached to the equipment, which impair or alter its normal functioning. The limited warranty and remedy contained in this paragraph are the only warranty and remedy pertaining to the equipment. Light Conversion disclaims all other warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. Light Conversion will in no event be liable for any accidental, consequential or other damages or costs, lost profits or inconvenience occasioned by equipment downtime or labour expended by persons not so authorized by Light Conversion. Shall the system require minimal repair or maintenance which can be performed by the customer himself, customer is entitled to perform such a repair only after explicit Light Conversion approval.

### ***Description customer support organization***

Light Conversion values it's customer satisfaction at its highest level and is committed to meeting customers' requirements and their expectations. Company recognizes customer support and service as an important part of its services to the customers. Therefore Light Conversion maintains a responsive customer service staff that will be pleased to help the customer with any product difficulties. Light Conversion will ensure fast and qualified service visits, onsite training, telephone consultation. Typically phone and e-mail support is available free of charge during business hours Vilnius local time. Onsite service visits are typically arranged within one-two weeks after customer request. Please do not hesitate to contact us at:

MGF Šviesos Konversija  
(Light Conversion)  
Keramiku 2b  
LT-10223, Vilnius,  
Lithuania,  
Tel:+370 5 2491830  
Fax:+370 5 2698723

After warranty service is performed under same conditions outlined above. Service visit costs will be calculated based on current service prices.