



PURCHASE AGREEMENT No. 201808

(hereinafter the "Agreement")

concluded pursuant to Section 2079 et seq. of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter the "Civil Code")

I.

Contracting Parties

- 1.1. Buyer: Geofyzikální ústav Akademie věd ČR, v. v. i.,**
Registered Office: Boční II/1401, 141 31 Prague 4
Represented by: RNDr. Aleš Špičák, CSc., Director
Company ID Number: 67985530
Bank: [REDACTED]
Account Number: [REDACTED]
IBAN: [REDACTED]
BIC/SWIFT: [REDACTED]
(hereinafter the "Buyer") as one party

and

- 1.2. Seller: C3 Prozess- und Analysentechnik GmbH**
Registered Office: Peter-Henlein-Str. 20
Represented by: [REDACTED]
Bank: [REDACTED]
Account Number: [REDACTED]
[REDACTED]
Company ID number: HRB 78229
Tax ID Number: DE 131171858
Registered in the CR maintained by Amtsgericht München, Section B, File HRB 78229
(hereinafter the "Seller") as the other party

(jointly referred to as the "Contracting Parties")

conclude, based on the results of a small-scale contract award procedure titled "Delivery of an apparatus for the measurement of thermal properties at various temperatures", the contract worded as follows:

II.

Subject of the Agreement

- 2.1** The subject of the public contract is the delivery of an apparatus for the measurement of thermal properties at various temperatures.

Detailed specifications are provided in the technical specifications in Annex No. 1 to this Agreement.



III.

Time and place of performance

- 3.1. The time of performance of the public contract:
Expected commencement: date the purchase contract is signed.
Expected completion: within 2 months of signing the contract.
- 3.2. The Buyer and Seller shall compile a handover protocol concerning the handover and takeover of the goods, signed by the representatives of both Contracting Parties. The goods are considered as handed and taken over at the moment the handover protocol according to the previous sentence is signed.
- 3.3. The place of performance of the public contract is the contracting authority's Registered Office.
- 3.4. The Buyer is not obliged to take over the goods with legal or factual defects.

IV.

Price and payment conditions

- 4.1. The purchase price for the goods is stipulated based on the Seller's price bid dated April 20th, 2018 calculated under the contract award procedure for the subject of performance pursuant to this Agreement.
- 4.2. The purchase price for the goods pursuant to Art. 2.1 of this Agreement is equal to CZK 1.090.000,00 excl. VAT (in words: one million ninety thousand Czech korunas). VAT equal to 0 % amounts to CZK 0.
The total purchase price including VAT is equal to CZK 1.090.000,00 (see Supplement 1).
- 4.3. The purchase price includes all the costs associated with performing the subject of this Agreement. The purchase price includes, in particular, the transport, installation, connection to all the utilities required for the due launch of operation of the goods, performance of functional tests and the necessary training of the Buyer's relevant employees. The purchase price also includes the costs for administrative fees, taxes, customs duty, approval proceedings, conducting the prescribed tests, procurement of a declaration of compliance pursuant to Act No. 22/1997 Coll., on the technical requirements for products, as amended, for machinery/equipment which is not labelled with the CE "European Compliance" mark, certificates and attests, transfer of rights, insurance, transport costs, etc.
- 4.4. The purchase price for the goods excl. VAT is specified in the Seller's price bid in Annex No. 1 to this Agreement. The sum of purchase prices for the individual instruments/devices in Annex No. 1 to this Agreement is equal to the total purchase price.
- 4.5. The purchase price may be exceeded only in connection with a change in tax regulations concerning the VAT rate, whereas in such case VAT shall be added to the purchase price in the amount stipulated by the valid and effective Act No. 235/2004 Coll., on value added tax.
- 4.6. The Buyer agrees to the provision of an advance of a maximum of 50% of the value of performance. The advance payment shall be made in Czech korunas (CZK) against a pro forma invoice. The pro forma invoice must contain the information that the subject of performance is being purchased under project No. CZ.02.1.01/0.0/0.0/16_013/0001792 Modernisation of RINGEN research infrastructure. If the pro forma invoice does not meet all the formal requirements, the Buyer shall be entitled to return it to the Seller within the maturity period for supplementation without being in delay as regards maturity. The maturity period shall begin again from the date of delivery of the duly supplemented or amended document to the Buyer.



- 4.7.** The purchase price shall be paid by the Buyer in Czech korunas (CZK) based on the accounting and tax document - invoice delivered to the Buyer within 20 calendar days of fulfilling the invoicing conditions.
- 4.8.** The accounting and tax document - invoice must meet all the requirements of a due accounting and tax document in the meaning of the respective legal regulations, in particular, Act No. 563/1991 Coll., on accounting, as amended, and Act No. 235/2004 Coll., on value added tax, as amended. The accounting and tax document must contain the following, minimum information:
- a) Buyer's name and Registered Office,
 - b) Buyer's company and Tax ID number,
 - c) Seller's name and Registered Office,
 - d) Seller's company and Tax ID number,
 - e) Tax document number,
 - f) Scope of performance, including a reference to this Agreement,
 - g) Issue date of the tax document,
 - h) Date of taxable supply,
 - i) Purchase price excl. VAT, VAT, purchase price incl. VAT,
 - j) Information that the subject of performance is being purchased under project No. CZ.02.1.01/0.0/0.0/16_013/0001792 Modernisation of RINGEN research infrastructure.

If the invoice contains substantive or formal inaccuracies or does not meet all the legally stipulated requirements of the attachments pursuant to Art. 4.10, the Buyer is authorised to return it to the Seller within the maturity period for correction, without being considered in delay of payment. The maturity period shall begin again from the date of delivery of the duly supplemented or amended document to the Buyer.

- 4.9.** The maturity of the invoice is agreed at 30 days from the date of its provable delivery to the Buyer.
- 4.10.** Attached to the invoice must be copies of the handover and takeover protocol of the subject of performance signed by the persons authorised to act on behalf of the Contracting Parties.
- 4.11.** In the event of the Buyer's delay in paying a due invoice that meets the requirements pursuant to Art. 4.8, the Seller is authorised to apply only contractual interest in arrears against the Buyer equal to 0.05% of the owed amount for each started day of delay in paying the invoice.
- 4.12.** The Contracting Parties have expressly agreed that the Buyer is authorized to offset its mature and not yet mature receivables arising from this Agreement against the not yet mature receivable of the Seller to pay the purchase price.

V.

Rights and obligations of the Parties

- 5.1.** The Seller is obliged to deliver new, unused goods to the Buyer in the agreed quantity by the deadline pursuant to Art. 3.1 of this Agreement in the agreed quality and make, whereas all goods delivered by the Seller to the Buyer under this Agreement must meet the qualitative requirements pursuant to this Agreement. In the case of violation of the obligation under the first sentence of this clause, the Seller undertakes to pay a contractual penalty equal to 0.05% of the purchase price excl. VAT pursuant to Art. 4.2 of this Agreement for each started day of delay in delivering the new goods in the agreed quantity, quality and make. The contractual penalty shall be billed up to a maximum amount of 30% of the purchase price.



- 5.2. The Seller is obliged to deliver the goods without defects to the Buyer pursuant to the conditions of this Agreement, whereas due delivery refers to their takeover by the Buyer based on confirmation of this fact in the handover and takeover protocol. The handover protocol may be signed at the earliest at the moment when the goods have been fully delivered by the Seller, including the related performance and services agreed under this Agreement. The Seller undertakes to ensure free application and service support with the manufacturer of the instrument for the period of use of the goods beyond the scope of the warranty, in particular, consulting service, technical and application support and free software upgrades during the warranty period. This support shall be provided by the following party whom the Buyer is authorised to contact, in particular, in matters of technical support and consulting services:

Name: [REDACTED]

E-mail: [REDACTED]

Phone: [REDACTED]

- 5.3. Along with delivery of the goods, the Seller is obliged to provide the Buyer with the complete technical and other documentation required to use the goods, including an operation manual in Czech or English language.
- 5.4. The Buyer acquires ownership of the goods from the date of due handover and takeover of the goods from the Seller when the handover protocol is signed. At the same moment, the risk of damage to the items is passed to the Buyer.
- 5.5. The Seller is obliged to notify the Buyer immediately in writing of any potential threat to the term of performance and all facts which could impede the due and punctual performance of the subject of this Agreement.
- 5.6. The Seller is not authorised to assign any rights or obligations from this Agreement to a third party without the prior written consent of the Buyer.
- 5.7. **The Seller represents that before the effective date of this Agreement, it concluded with an insurer with its Registered Office in European Union an insurance policy whose subject is liability insurance for damages arising from the provision of performance pursuant to this Agreement, with an insurance indemnity limit of a minimum of CZK 1,000,000 from one insured claim, whereas the Seller undertakes to submit the insurer's certificate proving the existence of the respective policy to the Buyer at its request at any time, at the latest within five business days of delivery of the Buyer's written request.** The Seller fulfils this obligation by concluding both a special insurance policy for the respective performance and a general policy on liability for damages, which shall also apply to this respective performance and meet the aforementioned limits. **The Seller is obliged to notify the Buyer in writing of changes concerning the insurance of liability for damages, at the latest within 7 days of the performed change. The Seller undertakes that the insurance policy shall remain valid in this scope throughout the effective term of this Agreement.** If the Seller violates the obligations specified in the first or third sentence of this clause, the Buyer is authorised to apply a contractual penalty against the Seller equal to 0.05% of the purchase price excl. VAT pursuant to Art. 4.2 of this Agreement for each individual violation of any of the provisions specified in this article. The right to compensation for damages shall not be affected by the payment of this contractual penalty.
- 5.8. The Contracting Parties agree that the Seller is not authorised to offset any of its receivables towards the Buyer arising from this concluded Agreement against the Buyer's receivables towards the Seller by unilateral legal act.



5.9. The Seller is liable to the Buyer for damages caused by violating the obligations pursuant to this Agreement or obligations stipulated by generally binding legal regulations.

5.10. The Contracting Parties have agreed to and the Seller has specified that the person authorised to act on behalf of the Seller in technical matters concerning this Agreement and its implementation is:

Name: [REDACTED]

E-mail: [REDACTED]

Phone: [REDACTED]

5.11. The Contracting Parties have agreed to and the Buyer has specified that the person authorised to act on behalf of the Buyer in technical matters concerning this Agreement and its implementation is:

Name: [REDACTED]

E-mail: [REDACTED]

Phone: [REDACTED]

5.12. All correspondence, instructions, notices requests, records and other documents created on the basis of this Agreement between the Contracting Parties or in relation to it shall be drafted in writing and delivered either in person or via registered mail, fax or e-mail to the attention and mailing addresses of the authorised persons pursuant to this Agreement. In the case of delivery of correspondence via registered mail, the Contracting Parties have agreed that correspondence is considered delivered on the 3rd day after it has been sent via a postal license holder to the address of the respective Contracting Party pursuant to this Agreement, even if the address refuses to accept it or fails to collect it.

VI.

Liability for defects, warranty on the goods

6.1 The Seller provides a warranty on the quality of goods for a period of 24 months (on-site warranty). The warranty period starts from the date of takeover of the goods by the Buyer pursuant to Art. 3.2 of this Agreement. If the Seller offers a longer warranty period, this takes priority over the length of the warranty period specified in this purchase agreement.

6.2 The Buyer is obliged to claim warranty defects immediately, but at the latest within 30 calendar days of identifying the defect, in writing to the address:

C3 Prozess- und Analysentechnik GmbH, Peter-Henlein-Str. 20, DE-85540 Haar

and via telephone at the number [REDACTED] or via e-mail to [REDACTED]

6.3 In the written claim report, the Buyer shall describe the identified defect and means of its removal.

The Buyer has the right:

- a) to request removal of the defect by delivery of a new subject of the purchase agreement or its individual parts, or
- b) to request removal of the defect by repair, or
- c) to request an adequate discount on the purchase price.

The choice of the aforementioned rights is at the Buyer's discretion. The Buyer is also entitled to withdraw from this Agreement if this Agreement is severely violated by delivering the subject hereof with defects.



- 6.4 During the warranty period, the Seller is obliged to remove reported defects at its own expense (including all related activities such as spare parts, labour, transport costs, accommodation and transport of service technicians, etc.).
- 6.5 The Seller is obliged to remove the defect within 30 days of receiving the claim report, unless the Contracting Parties agree otherwise. In the event that removal of the defect cannot objectively be performed due to its scope or technical complexity by the deadline pursuant to the previous sentence, the Seller is obliged to inform the Buyer of this fact in writing by this deadline with due justification and a proposal of a specific deadline by which it undertakes to remove the defect.
- 6.6 The Seller shall remove the defect pursuant to the conditions stipulated in this Agreement, even if the defect report is not justified in its opinion. In this case, the Seller is entitled to compensation for the costs of removing the defect. If the parties do not agree whether the defect report is justified, the Buyer shall request the professional opinion of an expert to determine whether the defect report was justified. If the expert considers the report justified, the Seller shall pay the costs for the expert's statement. If the expert believes the report is not justified, the Buyer shall pay the Seller the costs incurred for removing the defect.
- 6.7 The Contracting Parties shall compile a protocol for the removal of the defect, with a description of the defect and confirmation that it has been removed. The warranty period is extended by the period which passes from the day the defect is reported and its removal.
- 6.8 In the case of a delay on the part of the Seller in commencing removal of the defect reported by the Buyer pursuant to Art. 6.4 of this Agreement, the Seller undertakes to pay the Buyer a contractual penalty of CZK 5,000 for each started day of delay in removing the defect. The total value of the contractual penalty is not limited.
- 6.9 The warranty period does not run for the period during which the Buyer cannot use the goods due to defects for which the Seller is liable.
- 6.10 The warranty does not apply to defects provably caused by inexpert handling or mechanical damage of the instrument by the Buyer.
- 6.11 The Buyer is authorised to apply claims from defects in the goods at latest by the last day of the warranty period, whereas claims from defects in goods applied by the Buyer via registered mail sent to the Seller on the last day of the warranty period are considered duly applied.

VII.

Validity and effectiveness of the Agreement

- 7.1 This Agreement becomes valid on the date it is signed by the authorised representatives of both Contracting Parties and enters into effect on the date of publication in the Contracts Register pursuant to Act No. 340/2015 Coll., on the special conditions for the effectiveness of certain contracts, the publication of these contracts and the Contracts Register, as amended (hereinafter the "ACR").
- 7.2 Withdrawal from the Agreement is possible only for the reasons stipulated in the Agreement or by law.
- 7.3 The Contracting Party affected by the violation of obligations may withdraw from this Agreement unilaterally due to a severe violation of this agreement, whereas a severe violation of this Agreement refers particularly to:
- if the Buyer delays in paying the purchase price pursuant to this Agreement by more than 60 days after the maturity date of the respective invoice even though it had been informed of its delay, and despite such written notice, failed to remedy the situation within 30 days of delivery of the written notice;
 - if the Buyer fails to deliver even a part of the goods by an agreed deadline, in the agreed quality and quantity;



- c) if the Seller delivers goods which do not have the features declared by the Seller in this Agreement, respectively in the bid for the contract award procedure, based on which this Agreement was concluded;
- d) if the Seller delays in commencing the removal of defects or satisfying other claims of the Buyer from defects in goods in the meaning of Art. 6.3 of this Agreement;
- e) if the Seller delivers goods which are encumbered by third-party rights.

7.4 The Buyer is also authorised to withdraw from this Agreement without any claims on the part of the Seller if the financial subsidy to purchase the subject of performance is not granted in part or in full.

VIII.

Final provisions

- 8.1.** The payment of the contractual penalties pursuant to this Agreement does not affect the claim to compensation for damages. The contractual fines pursuant to this Agreement are due within 30 days of delivery of their billing to the obliged Contracting Party.
- 8.2.** The relationship between the Contracting Parties is governed by Czech law. In matters not expressly regulated by the Agreement, the legal relationships arising and ensuing from it are governed by the respective provisions of the Civil Code and other generally binding legal regulations.
- 8.3.** All changes and additions to the Agreement may be effected only on the basis of written agreement between the Contracting Parties pursuant to Act No. 134/2016 Coll., on public procurement, as amended.
- 8.4.** Should any fact preventing the due fulfilment of this Agreement occur on the part of either Contracting Party, it is obliged to inform the other Contracting Party immediately in writing and initiate negotiations between the Buyer and Seller.
- 8.5.** If the reason for invalidity relates only to some of the provisions of the Agreement, then only these provisions shall be invalid, unless it arises from their nature, content or the circumstances under which they were arranged and that it is not possible to separate them from the other content of the Agreement.
- 8.6.** The Agreement is executed in 4 (four) equally valid counterparts. Each Contracting Party shall receive 2 (two) counterparts.
- 8.7.** The Seller is obliged to deliver the Agreement and all related documents to the Buyer in machine-legible format (Word 2007).
- 8.8.** The Contracting Parties expressly agree that the Agreement as a whole, including all annexes and data concerning the Contracting Parties, the subject of the Agreement, numbering of the Agreement, price and date of its conclusion be published pursuant to the respective legal regulation. The Contracting Parties declare that all the information contained in the Agreement and its annexes is not regarded by them as a trade secret in the meaning of Section 504 of the Civil Code, and they hereby grant consent to the use and disclosure of such facts without stipulating any other conditions.
- 8.9.** The Contracting Parties have agreed that the Buyer shall ensure publication of the Agreement through the Contracts Register pursuant to the Act on the Contracts Register.
- 8.10.** The following annexes form an integral part of this Agreement:
Annex No. 1: Technical specifications of the offered performance



IX.

Special provisions

- 9.1.** By signing this Agreement, the Seller becomes an entity that must cooperate during financial inspection in the meaning of Section 2(E) of Act No. 320/2001 Coll., on financial inspection in public administration, and provides the steering body of the Operational Programme Research, Development and Education or other controlling bodies with access to all parts of the tender, Agreement or other documents concerning the legal relationship established by this Agreement. This obligation also applies to documents subject to protection under other laws (business secrets, classified information etc.), under the condition that the controlling bodies meet the requirements stipulated by these laws. The Seller shall ensure that all its subcontractors are likewise obliged to cooperate with inspection bodies in the aforementioned scope. The possibility of effective inspection must be maintained until 2028.
- 9.2** The Buyer is a public contracting authority and beneficiary of a grant from the Ministry of Education, Youth and Sports of the Czech Republic for project Reg. No.: CZ.02.1.01/0.0/0.0/16_013/0001792 ("the Project") within the Operational Programme Research, Development and Education.

In, dated

On behalf of the Buyer:

.....
RNDr. Aleš Špičák, CSc.

Director

In, dated

On behalf of the Seller:

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.....



Basic system to measure Heat Conductivity, Thermal Diffusivity and Heat Capacity (per volume):

Article-Nr. **Description**

HD15-BASIC Hot Disk TPS 1500 Basic

Includes:

- Hot Disk TPS 1500 instrument for room temp measurements
- Standard Measurement software module
- One Hot Disk Sensor: S/N 5501 (Kapton, 180°C - **HD-CBL-UPGRADE-180**, incl. adapter cable - **HD-LEMO-FP**), other dimensions available
- Stainless Steel Verification Samples incl. protocol
- Room temperature sample holder
- PT-100 temperature sensor (-80°C to 400°C) - **HD-PT100-TEMP-400**
- Windows10 based Notebook unit

Suitable for measurements on...

Metals, ceramics, rocks, powders, fluids, polymers, composite materials etc.

Specifications:

- TC: 0.01 - 400 W/(m K)
- TD: 0.1 - 100 mm²/s
- Cp: up to 5 MJ/(m³K)
- Temp. range: RT, -50 – 750°C (suitable temperature equipment necessary **but not included**)
- Total measuring times: 20 - 1280 s
- Reproducibility: Typically better than 1%
- Accuracy: Better than 5%

Smallest sample dimensions:

- 3 mm × 13 mm diameter or square for bulk testing
- 20 mm × 7 mm diameter or square for one-dimensional testing

Software Modules included: Standard ISOTROPIC, SINGLE SIDED, ONE-DIMENSIONAL

Software Modules optional: ANISOTROPIC, SPECIFIC HEAT, CAPACITY, LOW-DENSITY/HIGHLY-INSULATING

Meets ISO Standard (ISO 22007-2.2:2008)



Software Module for Measurements on anisotropic samples:

HD-SW-AN 1 Anisotropic Measurement Module

The Anisotropic Measurement Module furnishes the unique ability to measure thermal conductivity both in and through the plane of the sample analysed. Being able to test the anisotropic behavior of thermal conductivity is crucial for many applications. In any context where heating or cooling is involved, e.g. batteries, electronics and building materials, being able to ascertain this property is vital. This type of measurement is made possible by using the specific heat capacity of the sample in question as in-data. Specific heat capacity, if not found tabulated in scientific journals etc., or known from previous testing of similar materials, can readily and accurately be tested with a dedicated TPS measurement module.

The Anisotropic Measurement Module features both single- and double-sided sample testing, but double-sided testing is recommended for maximum precision.

Includes: Hot Disk Anisotropic Measurement Module - software, 1 recommended sensor for anisotropy (Hot Disk sensor # 4922, radius 14,6 mm, material Kapton, **(including 180°C - HD-CBL-UPGRADE-180)**)

Specifications

TC ranges: 0.005 to 50 W/m/K (TPS 1500)

Furnace for Measurements (can uptake standard sample holder included in basic system):

<u>Article-No.</u>	<u>Description</u>
HD-FAN- FURNACE-1	Furnace (from room temperature + 10K to maximum 300 °C, 30 l chamber) with Eurotherm, Temperature Controller (230 V)

PLEASE NOTE THAT THIS FURNACE HAS NO ACTIVE COOLING AND THEREFORE STARTS CONTROL TEMPERATURE FROM ROOM TEMPERATURE + 10 KELVIN (EXAMPLE: Room Temperature = 20°C, Temperature Range of Furnace: 30°C up to 300°C)

