



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) Fyzikální ústav AV ČR, v.v.i.,

(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. Michael Prouza, PhD. – director

("Buyer"); and

(2) Vakuum servis s.r.o.,

with its registered office at: Hasičská 2643, 756 61 Rožnov pod Radhoštěm,

registration no.: 26793075,

represented by: Ing. Jiří Kubáň

enrolled in the commercial registered kept by Regional court in Ostrava, section C, file 27262

("Seller").

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

WHEREAS

- (A) 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/s from the Operational Programme Research, Development and Education (hereinafter the "Sponsor").
- (B) The Seller wishes to provide the Object of Purchase to the Buyer for consideration.
- (C) The Seller's bid for the public procurement entitled "Vacuum valves for CIS and L4c", whose purpose was to procure the Object of Purchase ("Public Procurement"), was selected by the Buyer as the most suitable.





- (D) The Seller acknowledges that the Buyer considers the Seller's successful qualification and subsequent participation in the Public Procurement as the confirmation of the fact that the Seller has the capacity, pursuant to § 5 (1) of the Czech Civil Code (CCC), to perform this Contract with all due professional care and knowledge associated with his professional status and business activities, and that the Seller shall be fully liable for any performance or conduct failing short of this standard of due professional care. The Seller is expressly prohibited to abuse his professional status or economic position to create or exploit weaknesses of the weaker party and / or to achieve an apparent and unjustified imbalance in mutual rights and obligations of the Parties.
- (E) The Seller acknowledges that the Buyer is not, in relation to the Performance agreed upon hereunder, in a position of an entrepreneur and that the performance is no manner related to business activities of the Buyer.

IT WAS AGREED AS FOLLOWS:

1. BASIC PROVISIONS

- 1.1 Under this Contract the Seller shall deliver to the Buyer two (2) pieces of vacuum valves and its accessories as all described in <u>Annex 1</u> (*Technical Specification*) and reaching technical parameter stipulated in the Technical specification to this Contract ("**Object of Purchase**" or "**Devices**") and shall transfer to the Buyer ownership right to the Object of Purchase, and the Buyer shall take over the Object of Purchase and shall pay the Seller the Purchase Price (as defined below), all under the terms and conditions stipulated in this Contract.
- 1.2 Under this Contract the Seller shall also carry out the following activities ("**Related Activities**"):
 - a) to deliver the Object of Purchase to the place of delivery;
 - b) to provide tests/verifications of the Object of Purchase as stipulated by the Buyer in the Techical specification;
 - c) to supply to the Buyer all documents required by the Buyer in the Technical specification (ie. manual, declaration of conformity, reports, models, drawings, etc.);
 - d) to provide other activities explicitely stipulated in the Technical specification;
 - e) to cooperate with the Buyer during the performace of this Contract in the extent stipulated in this Contract with all its annexes.





1.3 Each Object of Purchase pursuant hereof can be separately indicated for the purpose of this Contract also as the device.

2. THE PLACE OF DELIVERY

The place of delivery is at the address: Fyzikální ústav AV ČR v.v.i/ ELI-Beamlines, Průmyslová 836, 252 41 Dolní Břežany, Czech Republic or any other address in Dolní Břežany, Czech Republic, which the Buyer communicated to the Seller prior to the delivery of the Object of Purchase.

3. THE TIME OF DELIVERY

3.1 The Seller shall deliver the Object of Purchase and shall carry out Related Activities within seven (7) months from the signature of the Contract.

4. **THE OWNERSHIP RIGHT**

The ownership right to the Object of Purchase shall be transferred to the Buyer upon the signature of the Handover/takeover protocol.

5. **PRICE AND PAYMENT TERMS**

- 5.1 The purchase price for the Object of Purchase is **175 190,- EUR** ("**Purchase Price**") without value added tax ("**VAT**"). VAT will be paid in accordance with the applicable legal regulations. The purchase price of individual Devices is for purposes of this Contract stipulated in integral <u>Annex 2</u> (*Table of prices*) hereof.
- 5.2 The Purchase Price cannot be exceeded and includes all costs and expenses of the Seller related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the handover of the Object of Purchase and execution of Related Activities, costs of copyright, insurance, customs, warranty service and any other costs and expenses connected with the performance of this Contract.
- 5.3 The Purchase Price for the Object of Purchase shall be paid on the basis of a tax document invoice, to the account of the Seller designated in the invoice. The Seller shall be authorize to issue the invoice after the signature of the Handover/takeover protocol by the Buyer pursuant to Art. 7 para 7.2 of this Contract.
- 5.4 The Buyer shall realize payments on the basis of duly issued invoices within 30 days from their receipt.
- 5.5 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:
 - a) Name and registered office of the Buyer,





- b) Tax identification number of the Buyer,
- c) Name and registered office of the Seller,
- d) Tax identification number of the Seller,
- e) Registration number of the tax document,
- f) Scope of the performance (including the reference to this Contract),
- g) Date of the issue of the tax document,
- h) Date of the fulfilment of the Contract,
- i) 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,
- k) Declaration that the performance of the Contract is for the purposes of a project announced by the Buyer to the Seller on the previous written request of the Seller.
- 5.6 In case that the invoice shall not contain the above mentioned information, the Buyer is entitled to return it to the Seller 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. The Buyer prefers electronical invoice on the followin address: efaktury@fzu.cz.

6. SELLER'S RIGHTS AND DUTIES

- 6.1 The Seller shall ensure that the Object of Purchase and Related Activities are in compliance with this Contract including all its annexes and applicable legal (e.g. safety), technical and quality norms.
- 6.2 During the performance of this Contract the Seller proceeds independently. If the Seller receives instructions from the Buyer, the Seller shall follow such instructions unless these are against the law or in contradiction to this Contract. If the Seller 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 Seller must notify the Buyer.
- 6.3 All things necessary for the performance of this Contract shall procure the Seller, unless this Contract stipulates otherwise.





- 6.4 The Buyer shall not be obliged to verify correctness of any and all calculations and technical solution details during the course of the acceptance procedure.
- 6.5 The assessment of and subsequent acceptance of any fulfilment pursuant this Contract does not release the Seller from his liability for the correctness and completeness of the entire work.

7. HANDOVER OF THE OBJECT OF PURCHASE

- 7.1 Handover and takeover of the Object of Purchase shall be realized on the basis of a Handover/takeover protocol (not only bill of delivery).
- 7.2 If the Seller fails to duly carry out all Related Activities or if the Object of Purchase does not meet requirements of this Contract, the Buyer is entitled to refuse the takeover of the Object of Purchase. In such a case the Seller shall remedy the deficiencies within twenty (20) working days, unless Parties agree otherwise. The Buyer is entitled (but not obliged) take over the Object of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation of the Object of Purchase. In such a case the Seller and the Buyer shall list the deficiencies in the Handover/takeover protocol, including the manner and the date of their removal (remedy). If the Parties do not reach agreement in the Handover/takeover protocol regarding the date of the removal, the Seller shall remove the deficiencies within twenty (20) working days.

8. WARRANTY

- 8.1 The Seller hereby provides a warranty of quality of the Object of Purchase for the period of 24 months. If on the warranty list or other document is the warranty period of longer duration, then this longer warranty period shall have priority over the period stated in this Contract.
- 8.2 The warranty period shall begin on the day of the signature of the Handover/takeover protocol by both Parties.
- 8.3 The Seller shall remove defects that occur during the warranty period free of charge.
- 8.4 If the Buyer ascertains a defect of the Object of Purchase during the warranty period, the Buyer shall notify such defect without undue delay to the Seller. Defects may be notified on the last day of warranty period, at the latest.
- 8.5 The Buyer notifies defects in writing via e-mail. The Seller shall accept notifications of defects on the following e-mail address: **office@vakuum-servis.cz**.





- 8.6 In the notification the Buyer shall describe the defect and the manner of removal of the defect. The Parties shall agree on the manner of defects removal. If the Parties do not reach the agreement, the Buyer has the right to:
 - a) request removal of the defect by the delivery of new Object of Purchase or its individual parts, or
 - b) request removal of the defect by repair, or
 - c) request adequate discount from the Purchase Price.

The choice among the above mentioned rights belongs to the Buyer. However, in case of a removable defect that occurs for the first time the Buyer shall not request removal of the defect by delivery of new Object of Purchase or its individual parts, unless stipulated otherwir between the Parties.

- 8.7 The Seller shall remove the defect/or provide replacement of Devices within 4 weeks from receiving the defect notification in writing. In cases where it is not possible for objective reasons proven to the Buyer by the Seller the Parties shall agree on another sufficient deadline.
- 8.8 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. The warranty period shall be extended by a period of time that elapses between the notification of the defect until its removal in cases where the Buyer was prevented from using the Object of Purchase for its intended purpose.
- 8.9 In case that the Seller does not remove the defect within stipulated time or if the Seller refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Seller shall reimburse these costs within 20 calendar days after the Buyer's request to do so.
- 8.10 The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller's instructions for the operation and maintanence of the Object of Purchase.
- 8.11 The Seller acknowledges the fact that the Buyer has no storage available to store original packaging from the delivered Devices and for this reasons the Buyer shall not be obliged to store the packaging. Absence of original packaging thus cannot constitute the reason for denial of potential claims related to the Devices or their returns.





9. **RIGHT OF WITHDRAWAL, CONTRACTUAL PENALTIES**

- 9.1 The Buyer is entitled to withdraw from this Contract, if any of the following circumstances occur:
 - a) the Seller is in delay with the fulfilment of this Contract and such delay lasts more than 8 weeks;
 - b) any expenditure or any part thereof, which may arise on basis of this Contract, are declared by the Sponsor or other controlling body to be ineligible, or
 - c) the insolvency proceeding is initiated against the Seller.
- 9.2 In the event the Seller is in delay with term of delivery as stipulated in Art. 3 para 3.1 herein, the Seller shall pay to the Buyer the contractual penalty in the amount of 0.1% of the purchase price of the undelivered Device/s for each, even commenced day of delay; such contractual penality shall not exceed 10% of the price of undelivered Device/s.
- 9.3 In the event the Seller is in delay with removal of any defect of the device in the period stipulated in this Contract, the Seller shall pay to the Buyer the contractual penalty in the amount of 0.1% of the purchase price of such defective device for each, even commenced day of delay; such contractual penality shall not exceed 10% of the price of defective device.
- 9.4 Contractual penalties shall be payable within 15 days of delivery of the claim to the other Party.
- 9.5 The Parties exclude the application of Section 2050 of the Civile Code while in addition to the Contractual penalty hereunder the Buyer is entitled to seek damages. Payment of the Contractual penalty hereunder shall not affect the right of the Buyer to seek damages.

10. SPECIAL PROVISIONS

By signing this Contract, the Seller 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 Operational Programme Research, Development and Education or other control bodies acces 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. The Seller shall secure that all its subcontractors are also obliged to cooperate with control bodies in the above stipulated extent. The possibility of effective control must





be preserved until the year 2028.

11. FINAL PROVISIONS

- 11.1 This Contract is governed by the laws of the Czech Republic, especially by the Civil Code.
- 11.2 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.
- 11.3 All modifications and supplements of this Contract must be in writing.
- 11.4 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.
- 11.5 This Contract is executed in four (4) counterparts and every Party shall receive two (2) counterparts.
- 11.6 Integral parts of this Contract are <u>Annex 1</u> (*Technical Specification -_RSD*) and <u>Annex 2</u> (*Table of prices*). If <u>Annex 1</u> (*Technical Specification*) uses the term "Contracting Authority" or "contracting authority" it means Buyer. If <u>Annex 1</u> (*Technical Specification*) uses the term "Supplier" or "supplier" it means Seller.
- 11.7 This Contract is subject to publication according to Act. No. 340/2015 Coll, on the register of contracts.

IN WITNESS WHEREOF attach Parties their handwritten signatures:

Buyer
Signature:
Name: RNDr. Michael Prouza, PhD.
Position: director
Date:

Seller

Signature:	
Name:	Ing. Jiří Kubáň
Position:	Managing director
Date:	





ANNEX 1

TECHNICAL SPECIFICATION - RSD

(*NOTE:* Annex No 3 to the Tender documentation for the Public Contract shall be attached hereto by the Contracting Authority before signature hereof by the Contracting authority after the Public Procurement procedure is finished)





ANNEX 2

TABLE OF PRICES



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Confidentiality Level	BL - Restricted for internal use	TC ID / Revision	00160868/C
Document Status	Document Released	Document No.	N/A
WBS code	6.3 - Vacuum Enginee	ring	
PBS code	RA1.L4.CMP1.10PW.V	V.5	
Project branch	Engineering & Scientif	ïc documents (E&S)	
Document Type	Specification (SP)		
<section-header><section-header><section-header><section-header><section-header></section-header></section-header></section-header></section-header></section-header>			
	Positio	n	Name
Responsible person	Senior Vacuum Specialis	t	
Prepared by	Senior Vacuum Specialis	t	









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RSS TC ID/revision	RSS - Date of Creation	RSS - Date of Last Modification	Systems Engineer
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Reviewed By				
Name (Reviewer)	Position	Date	Signature	
	Clean room specialist	NOTICE (RSD pro	duct category A)	
	Scientific Coordinator of Laser Technology (RP1)	NOTICE (RSD pro	duct category A)	
	Control System Engineer	NOTICE (RSD pro	duct category A)	
	Manager installation of technology	NOTICE (RSD pro	duct category A)	
	Head of Electrical Engineering	NOTICE (RSD pro	duct category A)	
	Group Leader of Mechanics	NOTICE (RSD pro	duct category A)	
	Facility Manager	NOTICE (RSD pro	duct category A)	
	Safety Coordinator	NOTICE (RSD pro	duct category A)	
	SE & Planning group leader; Quality Manager	NOTICE (RSD pro	duct category A)	

	Approved by		
Name (Approver)	Position	Date	Signature
	Scientific Coordinator of Laser Technology (RP1)		

		Revision Hi	story / Change Log	
Change No.	Made by	Date	Change description, Pages, Chapters	TC rev.
1		01.02.2018	RSD draft creation	А
2		12.02.2018	RSD update, version for internal review	В
3		12.03.2018	RSD update, final version	С









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1. Introduction

1.1. Purpose

This Requirements Specification Document (RSD) lists the technical requirements and constraints on product applying in RA1 programme of ELI project. This can lead to the identification of product interfaces with the ELI science based technology and ELI building facility. This RSD also acts as the parent document for the technical requirements that need to be addressed in lower level design description documents.

1.2. Scope

This RSD contains all of the technical requirements: functional, performance and design, delivery, safety and quality requirements for the following products (tender number: TP18_007): Vacuum valves for CIS and L4c (further "Valves").

Vacuum valves will be integral parts of the extended vacuum system of L4 laser technology at ELI-Beamlines facility. The valves will provide sealed separation between two regions with different pressures. The valves will be used for applications under high vacuum or ultra-high vacuum. These valves are registered in the PBS software under the following PBS code: *RA1.L4.CMP1.10PW.VV.5 (1x DN630 for CIS and 1x DN1000 for L4c)*.

These valves are **products Category A**. Category A is an Off-the-shelf Product without necessity of modifications and necessity to be subjected to a verification programme (review of design, inspection and testing) for ELI applications by the actual project specifications. All verification activities performing by a supplier shall be executed in accordance with the supplier's plan of outgoing inspection and tests. Internal Acceptance Procedure of the product Category A shall be established and applied before the product implementation (operation phase).

1.3. Terms, Definitions and Abbreviations

Abbreviation	Meaning
СА	Contracting Authority (Institute of Physics AV CR, v. v. i.)
CIS	Compressor Imaging System
DC	Direct Current
DN	Diameter Nominal
ELI	Extreme Light Infrastructure
L x W x H	Length x Width x Height
L4c	Identification code of hall
NC	Normally Closed

For the purpose of this document, the following abbreviated terms are applied:









Abbreviation	Meaning
RA1	Research activity 1
RSD	Requirements Specification Document

1.4. Reference documents

Number of doc.	Title of Document/File
RD-01	00165636-A_6.3_ES_DW_Drawings_valves_DN1000-Threaded_ holes_and_valve_support_TP18_007.zip

1.5. References to standards

If this document includes references to standards or standardized/ standardizing technical documents the CA allows/permits also another equal solution to be offered. If a supplier offers another equal solution the CA shall not reject its bid, once the supplier by appropriate means in the bid proves that the offered supplies, services or works meet in an equivalent manner the requirements including references to standards or technical documents.

2. Functional, Performance and Design requirements

2.1. General requirements

REQ-022727/A	
	Sizes, types of flanges, actuators and drives shall be according to ANNEX I.
REQ-022728/A	
	Maximum leak rate shall be according to ANNEX I.
REQ-022729/A	
	Differential pressure at opening of valves shall be according to ANNEX I.
REQ-022730/A	
	All solenoids valves specified in ANNEX I shall use 24 V DC power supply.
REQ-022731/A	
	The maximal amount of particles (particles bigger than 300 nm) generation of the valve during one cycle shall be according to ANNEX I.
REQ-022732/A	
	The electro-pneumatic valves shall be closed (NC-normally closed) during power outage and/or interruption in the supply of compressed air.









REQ-022733/A	
	The valve shall be equipped with electro-pneumatic actuator with OPEN/CLOSED limit switches and with the possibility of connection to the control system. Connection type shall be specified (e.g. DIN 7 pin etc.).
REQ-022734/A	Maximum closing or opening time shall be according to ANNEX I.
REQ-022735/A	
REQ-022736/A	Valve body material shall be according to ANNEX I.
	Valves with pneumatic actuator shall work at (or operate at min) pressure min. 6 bar.
REQ-022737/A	Valves shall be assembled in a clean room environment of class 8 according to standard ČSN EN ISO 14644 (equivalent to EN ISO 14644).
REQ-022738/A	
REQ-022739/A	Roughness of valves sealing surfaces shall be Ra \leq 0.8 µm.
REQ-022740/A	Valves sealing surfaces shall be without scratches.
	Maximal differential pressure on the gate (closed position) shall be 1 bar.
REQ-022741/A	Valves shall be equipped with lifting points for manipulation.
REQ-022804/A	varies shar be equipped with inting points for manipulation.
	The valve DN1000 shall be equipped on each side with 8 threaded holes M12, according to the reference drawings RD-01 (see chapter 1.4).
	NOTE: The holes will serve for fixing the valve to floor supports.
REQ-022805/A	Valves shall be equipped with optical window with diameter of approximately 100 mm, providing net optical aperture of at least 80 mm. The window material shall be optically homogeneous, shall exhibit high transmission at wavelengths between 0.5 and 1.1 microns, and shall withstand full range of pressure differentials experienced by the valve. NOTE: The window material can be e.g. sapphire but other materials are also acceptable.

2.2. ISO-F flange

REQ-022742/A

Valves shall be equipped with ISO-F flange according to ISO 1609:1986 - Vacuum technology - Flange dimension.









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3. Delivery requirements

REQ-022743/A

The transportation to the final destination of all the valves shall be conducted by the Supplier.

REQ-022744/A

All valves and their components shall be delivered in protective package preventing damage and contamination and in a minimum of two plies separate clean packaging. The valves shall be cleaned and packaged in compliance with the cleanliness of class 8 according to ČSN EN ISO 14644 (equivalent to EN ISO 14644).

4. Safety Requirements

REQ-022745/A

The Supplier shall supply a Declaration of Conformity or any other equivalent document legally recognized and accepted in the Czech Republic for each product type if the appropriate legislation determines the Supplier's obligation to have a Declaration of Conformity (or the equivalent document) for the purposes of a Product sale in the Czech Republic to fulfil the requirements of 2001/95/EC directive or applicable Czech law.











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5. Quality Requirements

5.1. General Quality Requirements

REQ-022746/A

The Supplier shall provide the Manual as part of the delivered Product. The Manual shall include the instructions and descriptions regarding the following procedures:

- transport and handling;
- storage and installation;
- safe operation and maintenance procedures.

REQ-022747/A

The Supplier shall provide full technical documentation related to the delivered Product.

REQ-022748/A

The Supplier shall provide information on execution of outgoing check of the Product. At least this information shall comprise declaration about execution of outgoing check and declaration of conformity with technical requirements defined by the product RSD and completeness of the Product.

NOTE: Alternatively the Supplier might provide the CA with information (e.g.: catalogue/technical data sheets, product manuals or other similar documentation) subject to the condition that such documentation is detailed enough to prove meeting all requirements stipulated herein.

REQ-022749/A

The Supplier shall establish and maintain a nonconformity control system compatible with ČSN EN ISO 9001 (equivalent to EN ISO 9001).









6. ANNEX I

6.1. Gate valves - pneumatic actuator

I	DN	DN630	DN1000			
Valve body materia	al	Stainless steel	Stainless steel			
Flange		ISO-F (according to ISO 1609)	ISO-F (according to ISO 1609)			
Body shape		Gate	Gate			
Feedthrough		Bellows	Bellows			
Solenoid valve [VD	C]	24	24			
Min. differential pr [mbar]	essure at opening	8	8			
Minimal cycles unt	il first service	20000	10000			
Max. leak rate [mb	ar∙l·s⁻¹]	5·10 ⁻⁹	5·10 ⁻⁹			
Max. consumption [I/stroke]	of compressed air	5	20			
Position indicator	contact	YES	YES			
Position indicator	visual (mechanical)	YES	YES			
Max. closing time [[s]	15	60			
Max. particles gene	eration of the valve	10500	10500			
Working position		ANY	Vertical			
Max. weight [kg]		500	1900			
Max. dimension wi actuator L x W x H	-	1100 x 310 x 2000	1700 x 400 x 3000			

 Tab. 1: Specification – Gate valves pneumatic actuator.







Va	acuum valves											
Ту	vpe	DN	Flange	Body material	Manufactur er	Trade name of the product	Ordering number	Estimat ing QTY	Price per piece excludi ng VAT	Price per piece includin g VAT	Total price excludin g VAT	Total price includin g VAT
1	Gate valve - SS – pneumatic actuator	630	ISO-F	Stainless steel	VAT Vakuumven tile AG	Series 191, DN 630, ss, pneu, optical window	19156- PE44-X	1				
2	Gate valve - SS – pneumatic actuator	1000	ISO-F	Stainless steel	VAT Vakuumven tile AG	Series 191, DN 1000, ss, pneu, optical window, holes for frame	19160- PE44-X	1				
	Fill in just orange cells										Total price excludin g VAT 175 190 €	