



CONTRACT for Work no. 168/OVZ/PJ/2013

Andrej Wiśniewski
COMEF Aparatura Naukowo-Badawcza
Ul. Gdańska 2
40-719 Katowice
Poland
Ident. no.: 270214335
Tax ident. no.: 634-008-07-68
(hereinafter referred to as "contractor"),

and

Palacký University in Olomouc

Seat: Křížkovského 8, 771 47 Olomouc,

Ident. no.: 61989592,

Tax ident. no.: CZ61989592,

bank contact: Komerční banka a.s., account no. 19-1096330227/0100,

represented by: prof. RNDr. Miroslav Mašláň, CSc., Rector of Palacký University

person authorized to act on behalf of Palacký University in technical matters: Mgr. Dalibor

Jančík, Ph.D., Regional Centre of Advanced Technologies and Materials

(hereinafter referred to as "contracting body"),

conclude, as per Section 536 and the following sections of Act no. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "Commercial Code"), the following Contract for Work (hereinafter referred to as the "contract"):

I

Introductory Provisions

On the basis of a purchase contract, concluded on 23 May 2008 with the company Labimex s.r.o., Ident. No. 48112836, the contracting body purchased a scanning electron microscope Hitachi SU-6600, currently used for the realization of the project "Regional Centre of Advanced Technologies and Materials" (hereinafter referred to as "RCPTM") within the Operational Programme Research and Development for Innovation. Due to a failure of the above mentioned equipment, a defective FEG cathode, it is necessary to procure professional authorized service for the exchange of this defective part.

II

Contract Subject

The contractor undertakes to perform the following work for the contracting body, consisting of:

- the supply of a FEG cathode, including the necessary assembly material hereinafter referred to as the "goods"),
- professional service exchange of the defective FEG cathode in the scanning electron microscope Hitachi SU-6600 in the contracting body's seat
- inspection and adjustment of the electron optical set, all of this according to a detailed specification forming an integral part of this Contract as its Annex 1.

III Contract Duration

The contractor undertakes to perform the work specified in Article II of this Contract within 15 days at the latest following the signature of this Contract.

IV Price for Work

1. The contracting body undertakes to pay the following price to the contractor for the work as per Article II of this Contract: EUR 17.047,-, VAT excluded. The price for work is final and includes all the contractor's costs related with the performance of the work.
2. The contracting body undertakes to pay to the contractor the price as per point 1 of this article on the basis of an invoice – tax document issued by the contractor. The invoice maturity is 30 days after its demonstrable submission to the contracting body. The submission means a personal handing of the invoice to a person authorized to accept the invoice on behalf of the contracting body or its delivery to the contracting body's address mentioned in the contract heading.

V Penalties

1. In the event the contracting body does not pay the price as per Article IV, Point 1 of this contract within the set deadline, it undertakes to pay to the contractor an interest for delayed payment amounting to 0.05 % out of the due sum for each day of delay.
2. The contractor undertakes to pay to the contracting body a contractual penalty in case of delayed performance of the work as per Article III, specified in Article II of this contract, amounting to EUR 50 for each day of delay.
3. The conclusion of contracting penalties does not affect the right of the entitled party to compensation of damages, even in the amount exceeding the agreed contractual penalty. The parties agreed upon than in compliance with Section 545, Clause 2 of Act no. 40/1964 Coll., the Civil Code, as amended. The settlement of the contractual penalty does not relieve the contractor from the obligations resulting from the contract.

VI Quality Guarantee

The contractor declares that the goods will be capable of the use for usual purposes for a period of 6 months.

VII Final Provisions

1. The contracting parties agreed that the legal relationships resulting from this contract are governed by the appropriate provisions of the Czech legal order, on the basis of Section 9 of Act no. 97/1963 Coll., on International Private and Procedural Law, as amended (hereinafter referred to as the "Act"). The contracting parties agreed that any possible lawsuits resulting from the contract will be settled by Czech courts, on the basis of Section 37, Clause 2 of the Act and the prorogation agreement as per Section 89a of Act no. 99/1963 Coll., the Code of Civil Procedure, as amended.



2. In addition, the contracting parties agreed, as per Section 262, Clause 1 of the Commercial Code, that the contractual relationships not explicitly settled by this contract are governed by the appropriate provisions of the Commercial Code.
3. The contract becomes effective on the day of its signature by the authorized persons of both contracting parties.
4. Any amendments to this contract shall have the form of written amendments, dated and numbered in the increasing order, signed by the authorized representatives of both contracting parties.
5. With respect to the fact that the subject of the contract is financed from the means of the Operational Programme Research and Development for Innovation and Section 2, Letter e) of Act no. 320/2001 Coll., on the Financial Inspection in Public Administration, as amended, the contractor is a person obliged to cooperate during the performance of the financial inspection.
6. The contractor, as a person obliged to cooperate during the performance of the financial inspection, under Section 2, Letter e) of Act no. 320/2001 Coll., on the Financial Inspection in Public Administration, as amended, is obliged, among others, to enable the Managing Body of the Operational Programme Research and Development for Innovation, the Ministry of Education, Youth and Sports, the Ministry of Finance as the auditing authority and the Payment and Certification Authority, the authorized audit entities, the Tax Authorities, the bodies of the European Commission, the European Accounting Court and the European Anti-Fraud Office, the Prosecuting Attorney's Offices, the Supreme Audit Office, the Office for the Protection of Competition, and other competent bodies authorized to perform the inspection by the Czech legislation or the legislation of the European Union, the entry to the place of the contract realization and the access to the documentation and the documents processed in course of this contract for its purposes and related with it, including the access to those parts of tenders, contracts and related documents that are protected under special legal regulations (e.g. commercial secret, confidential information), provided that the requirements of the legal regulations are fulfilled (e.g. Section 11, Letters c) and d); Section 12, Clause 2, Letter f) of Act no. 552/1991 Coll., on the State Inspection, as amended), for a period of at least 3 years after the termination of the Operational Programme Research and Development for Innovation, but at least up to the end of 2021. The contractor is obliged to cooperate with the above-mentioned bodies during the performed inspections. These contractor's obligations also apply to its contractual partners involved in the fulfilment of this contract.
7. The contractor takes into account that the contracting body is obliged to observe the requirements for publicity within the programs of structural funds specified in Article 9 of Commission's Regulation (EC) No. 1828/2006 and the Rules for Publicity within the Operational Programme Research and Development for Innovation, in all the documents relating to the given tender procedure or process, particularly in all the contracts and other documents relating to the given contract.
8. The contracting body reserves the right to publish the contents of the concluded contract.
9. This contract is drawn in four exemplars considered as originals. The contractor will obtain one exemplar and the contracting body will obtain three exemplars.

In Olomouc ...-9. 07. 2013

In Katowice ...09.07.2013

On behalf of the contracting body

On behalf of the contractor

prof. RNDr. Miroslav Mašláň, CSc.
Rector of Palacký University in Olomouc

Andrzej Wiśniewski

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Andrzej Wiśniewski
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COMEF

Aparatura Naukowe - Badawcza
40-719 Katowice, ul. Gdańska 2
Regon : P-270214335

COMEF SCIENTIFIC EQUIPMENT

Katowice, 27.06.2013

**Palacky University in Olomouc
Krizkowskeho 8, 771 47 Olomouc**

Concerns : RCPTM – procurement of professional authorized service – exchange of FEG cathode related to the implementation of the project “Regional Centre of Advanced Technologies and Materials” Reg. No. CZ.1.05/2.1.00/03.0058 within the Operational Programme Research and Development for Innovation

Quotation N° 34/JT/HHT/SV-SP/2013

(Hitachi SEM – FE cathode replace)

Service description	Qty	Unit price €	Total price €
Service intervention including : Labour Travel (time) 4 x 2.5 h Travel (km) 4 x 180km Hotel	1	11 767,00	11 767,00
Spare parts required for above mentioned replace			
539-0940 SE TIP ASSY SU-70	1 set		5 280,00
567-4100 CLEANING CLOTH, 240 X 240 (10P/SET)			
580-1255 SET SCREW			
TOTAL spare parts			
TOTAL service visit + spare parts			17 047,00

say : seventeen thousand forty seven euro

TRADE CONDITIONS :

Service time: within 15 days
Quotation validity: 30 days from a date of the documents submitting
Warranty : 3 months – (service labour only, the goods will be capable of the use for usual purposes for a period of 6 months)
Payment terms : within 30 days in favour of COMEF Aparatura Naukowo - Badawcza
Bank details : PKO BP S.A. O/ KATOWICE
account : IBAN PL18 1020 2313 0000 3102 0114 8386
SWIFT CODE : BPKOPLPW

Andrzej Wiśniewski


.....
An owner of COMEF

Andrzej Wiśniewski
właściciel firmy Aparatura Naukowo-Badawcza
COMEF

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