

remX GmbH

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CONTRACT FOR WORK

entered into in compliance with provision of Section 536 and following provisions of Act Number 513/1991 Coll., of the Commercial Code, and as subsequently amended

Contractual parties

1. Contractor: remX GmbH

Registered office: Silberhölle 7, D76646 Bruchsal, Germany
ID: HRB 702494
Representative: Marco Mostert, managing director
Tel.: + 49 (0)7251-308397
Fax: + 49 (0)7251-308396
Email: mm@samx.eu

(Hereinafter only the „contractor“)

2. Client: Palacký University in Olomouc

Registered office: Křižkovského 8, 771 47 Olomouc, Czech Republic
ID: 61989592
Representative: prof. RNDr. Miroslav Mašláň, CSc. rector
Contact person: RNDr. Petr Sulovský, Ph.D.
Tel.: +420 585 634 945
Email: petr.sulovsky@upol.cz

(Hereafter only the „client“)

concluded this

Contract for work

Preamble

1. Contractor is a legal entity according to German law and fulfills all conditions and requirements set forth in this contract and is authorized to conclude this contract and to perform all stipulated commitments.

Amtsgericht Mannheim
HRB 702494
Geschäftsführer: Marco Mostert

IBAN DE07 6634 0018 0472 2559 00
Swift-BIC COBADEFFXXX
Commerzbank Bruchsal
BLZ 663 400 18
Konto-Nr. 472255900

Finanzamt Bruchsal
Steuernr. 30064/51225
USt-IdNr. DE814847655

2. Client is a legal entity according to Czech law and fulfills all conditions and requirements set forth in this contract and is authorized to conclude this contract and to perform all stipulated commitments.
3. Contract parties conclude this contract to arrange mutual rights and duties related to this contract in order to establish basis of this legal relation.

I. Subject matter of work, place of performance

1. Under this agreement contractor undertakes to perform the work consisting in replacement of refurbished Si (Li) detector of the Microprobe JEOL 8600 owned by the Client by SDD detector SAMx with pulse processor NumeriX and program IDFix inclusive cables, interface for Microprobe JEOL 8600

IDFix, analytical software tool for acquiring, displaying and accessing EDX spectral data, qualitative/quantitative analysis. IDFix acquisition is based on the digital pulse processor NumeriX. NumeriX, digital pulse processor system with 8192 channels. The HV and power supply is already in the compact box compatible to a EDAX detector.

2. Contractor is also within the framework of the work obliged to secure the calibration of the hardware of the aforementioned microprobe and one day training of the clients employees determined by the contact person set forth in the header hereof in terms of the proper and safe use of the upgraded microprobe.
3. Contractor shall perform the work in the following place of performance: Department of Geology, Faculty of Science of the Palacký University in Olomouc, 17. listopadu, Olomouc.

II. Time of performance, handover of work

1. Contractor is obliged to finish the work within 46 days from the day of effect hereof within the meaning of the Article V. paragraph 1 hereof.
2. The work shall be taken over by the client upon signing of a dated transfer protocol by both contractual parties to certify that all obligations of the contractor stipulated in the Article I hereof have been fulfilled. On behalf of the client, this protocol shall be signed by the contact person stated in the header hereof.
3. Should a situation occur, which a contractual party could reasonably consider to constitute force majeure, and which could affect performance of its obligations hereunder, such contractual party shall immediately notify the other contractual party in writing and attempt to continue in its performance hereunder in a reasonable degree.

4. In case of the contractor's failure to fulfill all of his obligations of the contractor, stipulated in the Article I hereof, within the term of performance stipulated in Article. II, paragraph 1 hereof, the contractor undertakes to pay a contractual fine amounting to 0.5 % from the price of work stated in Article III., paragraph 1 hereof for every - even beginning - week of delay after the stipulated term of performance. This contractual fine is not calculated into the compensation of potentially existing damage that can be claimed separately in full extent apart from the contractual fines.

III. Price for the work and payment conditions

1. The total price of work shall be paid in Euros and is agreed in total amount of 35.903 Euro. No VAT is charged by the seller due to the fact that goods that are to be used to upgrade the microprobe JEOL 8600 are to be provided to buyer as intercommunity delivery within EU.
2. The aforementioned price shall be payable within 14 days from the date of signing of the transfer protocol.
3. The contractual parties have expressly agreed, in accordance with section 744 of the Czech Commercial Code, currency clause as follows:
 - a) The price of work specified in paragraph 1 of this article is understood to be at a particular rate of exchange for the currency in which the obligation to pay the price work is to be fulfilled – EUR (i.e. the secured currency), in relation to a certain other currency - CZK (i.e. the reinsuring currency).
 - b) If after effect of this contract the rates of exchange of both currencies will alter, the client is bound to pay the amount either reduced or increased proportionately, so that the amount of the reinsuring currency remains unchanged.
 - c) The contractual parties have agreed that the decisive exchange rate to be taken into account at the moment of effect of this contract is 27,453 CZK for one EUR. This means that the price of work equivalent in CZK at the moment of effect of the Contract is 985.000 CZK.
 - d) The client is obliged to pay to the contractor the price of work in EUR. The contractual parties have agreed that exchange rate to be taken into account at the moment of payment of price of work by client to the contractor will be the exchange rate EUR/CZK published by Czech National Bank for the day before the day of payment of price of work by the client.

IV. Warranty

The contractor provides hereunder warranty for quality of the work to the client within sense of provision of section 563 of the Commercial Code. The contractor shall be held responsible to the client that within the warranty period of 12 months, the work shall have the usual properties and is fit for the proper use for the usual purpose. If the work fails to have the above properties, it has got defects. The aforementioned

guarantee period shall start running after the date of signing of the transfer protocol stated in the Article II. Paragraph 2 hereto.

V. Final provisions

1. This contract be in effect on the day of its signature by both contractual parties.
2. Contract changes hereof may be carried out only in writing by a numbered amendment to this contract signed by both contractual parties.
3. This contract has been signed in two originals and each contractual party shall receive one original.
4. The parties agree that the legal relations ensuing from this contract shall be governed by relevant provisions of Czech law on basis of provision of section 9 of the Act No. 97/1963 Coll. on the Private International Law and on the Private International Procedural Law, as amended. As for potential litigations arising out of this agreement, the contractual parties agreed upon the jurisdiction of the Czech courts by virtue of the provision of section 37 paragraph 2 of this act and by prorogation agreement according to §89 Act No 99/1963 Coll., Civil Procedure Act, as amended, they agreed on the court, located in a region of client's residence as a locally competent court of first instance for such litigation.
5. The obligations between the parties shall be governed by the Act number 513/1991 Coll., Commercial Code, as subsequently amended, based on the fact that, thus the contractual parties agreed on basis of provision of section 262, paragraph 1 of this act.

In Bruchsal on 13.12. 2013

In Olomouc on 17.12. 2013

Marco Mostert

Marco Mostert
managing director of the seller

PROF. RNDR. MUDROSLAV HADRAVSKÝ, CSc.
Name
Position RECTOR