

## ***Annex No. 2 - Binding terms and conditions***

**Public Contract:**        **“Design modifications of neutron optics system for BEER – part II”**

The Services are Additional Research and Service Activities pursuant to the Article 3.5 of the Contract for Work on the „Delivery of neutron optics system for the BEER diffractometer – part II – Round2“ concluded on 29/12/2018 between the Contracting Authority as Client and supplier NUVIA a.s. as Contractor (the said Contract for Work hereinafter denoted as “CW”), which the Client is entitled to order from the Contractor up to the extent determined by the total value of the second table in Annex 4 to CW provided that the total price for the Additional Research and Service Activities shall not exceed 30 % of their estimated value as well as of the price actually paid for the system according to the CW.

The Contracting Authority as Client will order the Services from the Supplier if selected as Contractor for this Public Contract based on a written order for the Services (hereinafter the “**Order**”).

The Order shall be in written and contain at least the following data:

- a) number of the Client’s order;
- b) identification data of the Client and Contactor (including Business name, ID No., VAT ID No.);
- c) description of the Services to be rendered;
- d) the address and deadline for delivery of the Services outputs;
- e) the price excluding VAT, applicable VAT rate and the price including VAT;
- f) reference to these Binding terms and conditions for the Public Contract named “Design modifications of neutron optics system for BEER – part II” including the information that they shall apply to the order;
- g) a statement that the ordered Services are financed by means of a subsidy granted for the purposes of the relevant project (i.e. European Spallation Source - participation of the Czech Republic – OP”, Reg. No. CZ.02.1.01/0.0/0.0/16\_013/0001794).

The Client shall order the Services by issuing and sending the Order to the Contractor. The Contractor shall confirm the Order to the Client immediately upon receipt. By confirmation thereof the Contract is deemed duly concluded. Contractor’s failure to confirm the Order on time does not prevent him from his obligation to provide the Client with the Services according to the Order.

By conclusion of the above Contract, the call-in option pursuant to Article 3.5 of CW is activated and the following provisions, within the framework of Articles 3.6 to 3.12 of CW, shall apply:

- 1) The Contractor declares to have reserved sufficient capacity of research and technical staff for providing the Client with the Services according to the Contract.
- 2) The Contractor undertakes to carry out the Services and to hand over the required outputs according to the requirements defined in the Technical Specification, within the deadline defined therein and for the price quoted in the Bid submitted by the Contractor in the public procurement procedure for this Public Contract.

- 3) The price for the Services shall include all costs relating to the execution of the Contract under the terms and conditions hereof. The price cannot be exceeded, except due to change of VAT legislation. The price will be invoiced including VAT in accordance with applicable law. The invoice will become due upon delivery of the Services outputs (deliverable).
- 4) Tax documents – invoices issued by the Contractor pursuant to this Contract shall include all data required by relevant Czech legislation. In addition, the invoices shall include the number of the Client's order and the statement that the invoiced Services are provided for the purposes of the relevant project (i.e. European Spallation Source - participation of the Czech Republic – OP", Reg. No. CZ.02.1.01/0.0/0.0/16\_013/0001794).
- 5) The Contractor shall submit to the Client, as part of any invoice for the Services, in addition to the required output, a detailed statement of the hours/days worked, indicating the Contractor's activities in connection with the requested performance (timesheets).
- 6) The Client may terminate the Contract for any reason and at any time, but will be obliged to pay to the Contractor a part of the price corresponding to the costs that the Contractor has demonstrably incurred by termination of the Contract. The Contractor shall prove the amount of costs incurred.
- 7) In case that the Services do not comply with the Contract the Client shall have all the buyer's rights from defective performance towards the Contractor and/or seek damages from the Contractor.
- 8) Where not herein stated expressly otherwise, the Services shall be rendered in accordance with the CW, especially in line with provisions dealing with „Additional Research and Service Activities“ and/or „Additional Order(s)“. As regards the Services, the Contractor shall similarly observe also those of his obligations stipulated in CW that require him to archive all documents produced in connection with the execution of the Services; obligation to cooperate within the framework of potential financial control procedures; obligation to observe and enable observance of any publicity obligations stemming from the rules of the relevant project and/or relevant Operational Programme; and enable the Client to fulfil its obligations pursuant to the Act on Public Procurement.
- 9) The Contract is subject to Czech law.