



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education

Contract No. 516/7076

MINISTRY OF EDUCATION,
YOUTH AND SPORTS

Purchase Contract

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

I. THE PARTIES:

1. Buyer:

Fyzikální ústav AV ČR, v. v. i.

(Institute of Physics of the Czech Academy of Sciences, public research institution)

with its registered office at Na Slovance 2

PSČ 182 21 Praha 8

represented by: prof. Jan Řídký, DrSc., the Director

Registered in the register of public research institutions of the Ministry of Education, Youth and Sports of the Czech Republic

Bank: UniCredit Bank Czech Republic, a.s.

Account number: 2106551053/2700

Id. No.: 68378271

Tax Id. No.: CZ68378271

(hereinafter the "Buyer")

and

2. Seller:

MIT, spol. s r. o.

with its registered office at Praha 4, Klánova 71/56, PSČ 14700

registered in commercial register kept by the Municipal court of Prague, item C 10259

represented by Martin Moser, the statutory representative

Bank: ČSOB, a.s.

Account number: (USD) 576978693/0300

Id. No.: 46348395

Tax Id. No.: CZ46348395

(Hereinafter the "Seller"; the Buyer and the Seller are hereinafter jointly referred to as the "Parties" and each of them individually as a "Party").

enter, on the present day, month and year, into this Purchase Contract (hereinafter the "Contract")

II. Fundamental Provisions:

- 2.1 The Buyer is the beneficiary of a subsidy from the Ministry of Education, Youth and Sports of the Czech Republic for the project "ELI: EXTREME LIGHT INFRASTRUCTURE – phase 2", reg. No. CZ.02.1.01/0.0/0.0/15_008/0000162, within the Operational Programme "Research, Development and Education (hereinafter the "ELI-Beamlines Project").
- 2.2 The objective of the ELI-Beamlines Project is to build and operate an international research laboratory (research facility) utilising the latest generation of laser technology with subsequent implementation of a series of projects in basic and applied research.
- 2.3 With a view to successful implementation of the ELI-Beamlines Project, it is also necessary to provide for the subject of performance of this Contract. The subject of performance of this Contract will become part



of the infrastructure for research, development and innovations, ELI-Beamlines (hereinafter the "ELI-Beamlines Infrastructure"), and will further be used for implementation of research projects.

- 2.4 The Seller has been awarded a public contract entitled "Beam transport mirrors for the L3 laser beam lines"
(hereinafter the "Tender Procedure").

III. Subject of the Contract

- 3.1 This Contract stipulates the obligation of the Seller to supply to the Buyer and transfer to the Buyer the ownership title to a set of 1 Petawatt, 30 J, 30 fs, 10 Hz, 820 nm beam transport mirrors for the ELI L3 laser as specified in the proposal of the Seller (prepared together with Newport Corporation's Spectra-Physics Lasers Group ("Coating Provider"), the company polishing and coating the mirrors), attached as Annex No. 1 to this Contract (hereinafter the "Proposal") in the quantity and quality specified therein (the above-specified mirrors are hereinafter referred to also as the "Mirror" or „Mirrors“).
- 3.2 The Seller's performance shall also include:
- transport of the Mirrors to the place of delivery as specified in art. VII. hereof including sufficient transport insurance and clearing the Mirrors for export (all export customs duties, costs and formalities);
 - delivery of each Mirror set with description of proper handling, storage, cleaning and transport procedures in electronic form;
- (The Mirrors and the performances pursuant to par. 1 and 2 of this Article hereof are hereinafter also referred to as the "Supply")
- 3.3 The Buyer agrees to take over the Mirrors with all the required documents delivered properly and in due time and pay the Purchase Price for them to the Seller as specified in Art. V. hereof.
- 3.4 The Seller undertakes to duly deliver, under the terms agreed herein and within the time frame agreed herein, at his own cost and risk the Mirrors to the place of delivery as specified in art. VII. hereof. The Seller shall be responsible for delivery of the Mirrors fully in accordance with this Contract and all its Annexes, his bid submitted within the Tender Procedure and valid legal, technical and quality regulations.
- 3.5 Notwithstanding anything to the contrary stated in the Proposal the following rules governing some features related to nature and the course of delivery of the Mirrors and pricing shall apply: transport of the Mirrors to the place of delivery by the Seller including insurance and export duties (par. 3.2 and 3.4 hereof), time of title and risk of damage transfer (art. IV. hereof), VAT, export and import obligations distribution between the Parties (par. 5.2 hereof).

IV. Ownership Title

The ownership title to the Mirrors shall pass to the Buyer upon execution of the handover protocol attesting to the handover and takeover of the Mirrors at the place of delivery, at which time the Buyer also assumes the risk of damage to the Mirrors.

V. Purchase Price and Payment Terms

- 5.1 The purchase price for the subject-matter of this Contract as set out in Art. III was set on the basis of the Seller's bid submitted within the Tender Procedure as the maximum price that cannot be exceeded, in the amount of \$US 770 880 excl. VAT (in words: seven hundred and seventy thousand eight hundred and eighty USD), (hereinafter the "Purchase Price").
- The prices of individual Mirrors are given in Annex No. 1 hereto.
- 5.2 All the prices set out in this Contract are exclusive of VAT paid in the Czech Republic which will be paid by the Buyer. The Seller is responsible for clearing the Mirrors for export (export customs formalities and financial duty if any). The Buyer is responsible for clearing the Mirrors for import (import customs formalities and financial duty if any).
- 5.3 The Purchase Price includes all the costs related to the performance of the subject of this Contract. The



Purchase Price for the subject of performance set out in Art. III. hereof is the maximum permissible price. The Purchase Price is independent of the development of prices and changes in the foreign exchange rates.

- 5.4 The Buyer agrees to pay the Purchase Price to the Seller in accordance with the Terms and Conditions of Sale included in Annex No. 1 hereto.
- 5.5 Invoices shall be payable within thirty (30) days of the invoice date (hereinafter the "Maturity Period"). Payment of the invoiced amount means the date of its remitting to the Seller's account. In conformity with the applicable tax regulations of the Czech Republic, the tax documents – invoices issued by the Seller hereunder shall include particularly the following details:
- a) the business name/designation and registered office of the Buyer
 - b) the tax identification number of the Buyer
 - c) the business name/designation and registered office of the Seller
 - d) the tax identification number of the Seller
 - e) the registration number of the tax document
 - f) the scope and object of the supply
 - g) the date of issue of the tax document
 - h) the date of the supply or the date of acceptance of the consideration, whichever is earlier, if it differs from the date of issue of the tax document
 - i) the price of the supply
 - j) a declaration that the charged supply is provided for the purposes of the "ELI: EXTREME LIGHT INFRASTRUCTURE – phase 2" project, reg. No. CZ.02.1.01/0.0/0.0/15_008/0000162.

and must also be in conformity with any double taxation treaties applicable to the given case.

- 5.6 The last invoice in each calendar year must be delivered by the Seller to the Buyer's filing department not later than by 15 December of the given calendar year. If a tax document – invoice is not issued in conformity with the payment terms stipulated by the Contract or if it does not comply with the requirements stipulated by law or if it is not delivered to the Buyer by the aforementioned date, the Buyer is entitled to return the tax document – invoice to the Seller as incomplete, or incorrectly issued, for supplementation or issue of a new invoice, as appropriate, within five (5) business days of the date of its delivery to the Buyer. In that case, the Buyer is not in delay in payment of the purchase price or part thereof and the Seller shall issue a corrected invoice with a new identical Maturity Period, which shall commence on the date of delivery of the corrected or newly issued tax document – invoice to the Buyer.

The Buyer's invoicing details are set out in Art. I hereof.

VI. Times of Performance of the Subject of the Contract

- 6.1 The Seller undertakes to duly deliver the Mirrors specified in Art. III paragraph 3.1 hereof by not later than 12 months from signature of this Contract by the Parties and the Buyer undertakes to take delivery of such duly delivered Mirrors; the handover of the mirrors shall be subject to a handover protocol to be drawn up and executed by the parties as defined below.
- 6.2 The Seller shall be entitled to deliver the Mirrors to the Buyer prior to the agreed deadline for their handover as defined in Section 6.1 under the conditions stipulated in par. 8.3 of this Contract.

VII. Place of delivery

The place of delivery shall be ELI Beamlines facility, Dolní Břežany, district Prague-west.

VIII. Acceptance of the Mirrors

- 8.1 Acceptance of the Mirrors shall occur prior to shipment of the Mirrors from the Coating Provider based on a review of the Final Data Package submitted electronically and on CD. The Final Data Package consists of the information stated in the Proposal.

Should the Seller fail to provide the Buyer with the complete Final Data Package, the subject of the Contract /

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Supply shall be not considered complete and fit for delivery / acceptance by the Buyer.

- 8.2 In case the Mirrors will not be delivered personally by the Seller acceptance will be carried out with the Coating Provider. The Seller is obligated to empower such person to take part in acceptance of the Mirrors.
- 8.3 Partial deliveries of the Mirrors prior to final delivery deadline (par. 6.1 hereof) shall be accepted by the Buyer without any further conditions. However, not more than one acceptance procedure per month regarding partial deliveries of the Mirrors shall take place.

IX. Warranty and Claims Based on Defects of the Supply

- 9.1 The warranty provided for the Mirrors is stated in Annex No. 1 hereto (hereinafter the "Warranty"). The Buyer shall raise a warranty claim against the Seller without undue delay after ascertaining the non-conformance, but not later than on the last day of the Warranty Period (as defined in Annex No. 1 hereto), by means of a written notice sent to the Seller's authorised representative for technical matters set out herein. A claim sent by the Buyer on the last day of the Warranty Period shall be deemed to be made in time.

In the written warranty claim, the Buyer shall describe the non-conformance.

- 9.2 The Seller agrees to remove the claimed non-conformance of the Supply free of charge, provided it is covered under the Warranty.
- 9.3 The Seller undertakes to remove any non-conformance covered under the Warranty in a manner and within a commercially reasonable time.
- 9.4 In the event of removal of the claimed non-conformance, the Parties shall execute a record on removal of the claimed non-conformance, in which they shall confirm that the non-conformance has been removed.
- 9.5 In addition to the exceptions listed in the Proposal, the Warranty shall not apply to defects caused by unprofessional handling, incorrect or unsuitable maintenance, non-compliance with the Coating Providers' rules of operation and maintenance of equipment accepted by the Buyer from the Seller or the Coating Provider upon acceptance, or those of which the Seller or the Coating Provider advised the Buyer in writing. The Warranty shall also not apply to defects caused by gross negligence or intentional conduct.

X. Intentionally omitted

XI. Termination of the Contract

- 11.1 This Contract may be terminated by its performance, agreement of the Parties or withdrawal from the Contract on the grounds stipulated by law or in the Contract.
- 11.2 The Buyer is entitled to withdraw from the Contract without any penalty from Seller in any of the following events:
- i) the Seller has materially breached the obligations imposed thereon by the Contract;
 - ii) insolvency proceedings are initiated against the Seller's assets;
 - iii) any costs paid by the Buyer in accordance with the Contract will be considered ineligible (i.e. paid in breach of rules of the respective Operational Program) for the reasons caused solely by the Seller.
- 11.3 The Seller is entitled to withdraw from the Contract without any penalty from Buyer in the event of material breach of the Contract by the Buyer.

XII. Representatives, Notices

- 12.1 The Seller has appointed the following authorised representatives for communication with the Buyer in relation to the subject of performance hereunder:

In technical matters:

Thomas Meier

E-mail: meier@mit-laser.cz, tel.: +420 777 708 931



- 12.2 The Buyer has appointed the following authorised representatives for communication with the Seller in relation to the subject of performance hereunder:

In technical matters:

Dr. Stefan Borneis

E-mail: stefan.borneis@eli-beams.eu, tel.: (-420) 266 051 424

- 12.3 Unless this Contract stipulates otherwise, any and all notices that are to be or may be made between the Parties under this Contract must be made in writing and delivered to the other Party by an internationally renowned courier service (Federal Express, DHL, etc.), in person (with written confirmation of acceptance) or by registered post.

XIII. Choice of Law

- 13.1 This Contract and all the legal relationships arising out of it shall be governed by the laws of the Czech Republic, notwithstanding anything to the contrary stated in the Proposal.
- 13.2 The Parties acknowledge and note that the provisions of the Civil Code shall apply in matters that are not explicitly regulated by this Contract and the Proposal, including the Terms and Conditions included in the Proposal. Except as expressly stated in the provisions contained in the main body of this Contract, in the event of any conflict between the provisions contained in the main body of this Contract and the Proposal, the provisions contained in the Proposal shall control and take precedence.
- 13.3 Any and all disputes arising out of this Contract or the legal relationships connected with the Contract shall be resolved by the Parties by mutual negotiations. In the event that any dispute cannot be resolved by negotiations within sixty (60) days, notwithstanding anything to the contrary stated in the Proposal, the dispute shall be resolved by the competent court in the Czech Republic based on application of any of the Parties.

XIV. Final provisions

- 14.1 The Buyer hereby declares that it is not with respect to the subject hereof an entrepreneur and that the subject of the Contract doesn't fall within the scope of any of its entrepreneurial activities.
- 14.2 The Contract, together with the Proposal, represents the entire and comprehensive agreement between the Buyer and the Seller.
- 14.3 The Seller undertakes, under the terms and conditions hereof, in accordance with instructions issued by the Buyer and using all necessary professional care, to:
- i) duly archive all written material prepared in connection with the execution of this Contract and to provide access to the Buyer to these archived documents until 2028;
 - ii) cooperate during financial inspections carried out in accordance with Act 320/2001 Coll., on Financial Inspections, as amended, i.e. to allow the Managing Authority of the Operational Program Research and Development for Innovation (hereinafter the "Sponsor" and the "RDIOP") to access also those portions of the tender (bid) submitted within the Procurement Procedure, the Contract, Orders and related documents which may be protected by special legal regulation, given that all requirements set forth by legal regulation with respect to the manner of executing such inspections will have been observed; the Seller shall bind any of its sub-contractors to comply with this obligation accordingly.
- 14.4 In the event that any of the provisions of this contract shall later be shown or determined to be invalid, ineffective or unenforceable, then such invalidity, ineffectiveness or unenforceability shall not cause invalidity, ineffectiveness or unenforceability of the Contract as a whole. In such event the Parties undertake without undue delay to replace after mutual agreement such invalid, ineffective or unenforceable provision of the Contract by a new provision, that in the extent permitted by the laws and regulations of the Czech Republic, relates as closely as possible to the intentions of the Parties to the Contract at the time of creation hereof.
- 14.5 This Contract becomes valid and effective as of the day of its execution by the authorised persons of both Parties.
- 14.6 This Contract may be changed or supplemented solely by means of numbered supplements in writing, furnished with the details of time and place and signed by duly authorised representatives of the Parties.

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- 14.7 This Contract is drawn up in four (4) counterparts, each of which is deemed to be the original. Each Party to the Contract shall receive two (2) counterparts. The following Annexes are an integral part of the Contract:

Annex No. 1: Proposal

(Where the Proposal stipulates any rules for relations between the Coating provider (or Newport Corporation) and its clients such rules are deemed as rules of the Seller for the purposes of this Contract).

- 14.8 The Parties, manifesting their assent with its entire contents, affirm the Contract with their signature.

In Prague, on 27. 6. 2016

In Prague, on 27. 6. 2016

For: Fyzikální ústav AV ČR, v. v. i.

Name: prof. Jan Řídký, DrSc.

Title: Director

For: MIT, spol. s r. o.

Name: Martin Moser

Title: Statutory body

Fyzikální ústav AV ČR
veřejná výzkumná instituce
182 21 Praha 8, Na Slovance 2
- 38 -



Lasery, fotonika
a jemná mechanika

MIT spol. s r. o., Klánova 56, 147 00 Praha 4



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MINISTRY OF EDUCATION,
YOUTH AND SPORTS

Annex No. 1 to the Purchase contract: Proposal

✓



Lasery, fotonika a jemná mechanika



TECHNICAL & PRICING PROPOSAL
For L3 Petawatt High- Intensity Laser Beam
Transport Mirrors – HR and Leak Mirror
@820nm, 30J, 30fs

May 26th, 2016

Commercial in Confidence: Limit distribution to parties referenced herein.

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PROPOSAL CONTENTS

Section	Description
1.	Related Experience
2.	Mirror Substrate specifications and exceptions
a.	TM-45S, TM-45P, LM45S
b.	TM-30S
c.	TM-17.5S, TM15S, LM-15S
d.	Substrate Material
e.	Substrate Quality
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3.	Coating Specification
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6.	Product Acceptance
a.	Acceptance
b.	Proposed Material Review Board (MRB) Procedure
c.	Warranty
7.	Terms and Conditions—Compliance, Clarifications, and Exceptions

1. Relevant Experience

In summary, Newport Corporation's Spectra-Physics Laser business' ("Spectra-Physics, or SP") capabilities in Custom Optical Coatings include:

- [illegible]

2

o [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] @ [REDACTED]

[REDACTED] @ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2. Mirror Substrates – Specifications

a. TM-45S, TM-45P, LM-45S – Dimensions

REQ ID	TM- 45S, TM45P, LM-45S	Specification	Tolerance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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- [REDACTED]
- e. **Quality Polish:** [REDACTED]
- [REDACTED]
- f. **Substrate Marking (REQ-015805 /A)**
 - [REDACTED]
- g. **Witness Samples (REQ-015820 /A):** [REDACTED]
- [REDACTED]

3. **Coating Specification**

- a. [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

c. **Coating specification for Turn Mirror Coatings**

REQ ID	Turn Mirror Coating	Specification	Tolerance
[REDACTED]	[REDACTED]	[REDACTED] < [REDACTED] < [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

f. Specification for Leak Mirror coatings, S- and P-polarization.

REQ ID	Turn Mirror Coating	Specification	Tolerance
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	

[illegible]

g. Exception

• [REDACTED] @ [REDACTED]
 [REDACTED] @ [REDACTED]

4. Pricing:

Substrate			Coating				Pricing	
Item Substrate	Size mm (L x H x T)	Quantity	Coating Type	AOI (deg.)	Polarization	AR on Surface S2	Price per Part	Total Price
TM-45S	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TM-45P	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LM-45S	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TM-30P	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TM-17.5S	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TM-15S	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LM-15S	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LM-15P	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TM-13P	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TM uncoated substrate	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]							[REDACTED]	[REDACTED]
Total		43						\$770,880.00



[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

1. **Identify the subject and the verb in each sentence.**
 2. **Underline the subject and circle the verb.**
 3. **Write the subject and verb in the space provided.**

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
 [REDACTED] [REDACTED] [REDACTED] [REDACTED]
 [REDACTED]

Case	Age	Sex	Occupation	Duration of symptoms	Onset	Course	Response to treatment	Outcome
1	45	Male	Teacher	10 years	1985	Chronic	Partial	Stable
2	38	Female	Homemaker	5 years	1990	Chronic	Partial	Stable
3	52	Male	Engineer	15 years	1975	Chronic	Partial	Stable
4	60	Female	Retired	20 years	1965	Chronic	Partial	Stable
5	48	Male	Manager	12 years	1980	Chronic	Partial	Stable
6	35	Female	Student	8 years	1988	Chronic	Partial	Stable
7	55	Male	Farmer	18 years	1970	Chronic	Partial	Stable
8	42	Female	Teacher	10 years	1985	Chronic	Partial	Stable
9	50	Male	Engineer	14 years	1978	Chronic	Partial	Stable
10	30	Female	Student	6 years	1992	Chronic	Partial	Stable
11	58	Male	Manager	16 years	1972	Chronic	Partial	Stable
12	40	Female	Homemaker	9 years	1987	Chronic	Partial	Stable
13	53	Male	Engineer	17 years	1968	Chronic	Partial	Stable
14	33	Female	Student	7 years	1991	Chronic	Partial	Stable
15	57	Male	Manager	19 years	1967	Chronic	Partial	Stable
16	44	Female	Teacher	11 years	1983	Chronic	Partial	Stable
17	51	Male	Engineer	13 years	1979	Chronic	Partial	Stable
18	36	Female	Student	7 years	1990	Chronic	Partial	Stable
19	54	Male	Manager	15 years	1973	Chronic	Partial	Stable
20	41	Female	Homemaker	10 years	1986	Chronic	Partial	Stable

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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Year	Number of cases	Rate per 100,000
1990	1,200	1.2
1991	1,300	1.3
1992	1,400	1.4
1993	1,500	1.5
1994	1,600	1.6
1995	1,700	1.7
1996	1,800	1.8
1997	1,900	1.9
1998	2,000	2.0
1999	2,100	2.1
2000	2,200	2.2
2001	2,300	2.3
2002	2,400	2.4
2003	2,500	2.5
2004	2,600	2.6
2005	2,700	2.7
2006	2,800	2.8
2007	2,900	2.9
2008	3,000	3.0
2009	3,100	3.1
2010	3,200	3.2
2011	3,300	3.3
2012	3,400	3.4
2013	3,500	3.5
2014	3,600	3.6
2015	3,700	3.7
2016	3,800	3.8
2017	3,900	3.9
2018	4,000	4.0
2019	4,100	4.1
2020	4,200	4.2

Year	Number of cases	Rate per 100,000
1990	1,000	1.0
1991	1,100	1.1
1992	1,200	1.2
1993	1,300	1.3
1994	1,400	1.4
1995	1,500	1.5
1996	1,600	1.6
1997	1,700	1.7
1998	1,800	1.8
1999	1,900	1.9
2000	2,000	2.0
2001	2,100	2.1
2002	2,200	2.2
2003	2,300	2.3
2004	2,400	2.4
2005	2,500	2.5
2006	2,600	2.6
2007	2,700	2.7
2008	2,800	2.8
2009	2,900	2.9
2010	3,000	3.0
2011	3,100	3.1
2012	3,200	3.2
2013	3,300	3.3
2014	3,400	3.4
2015	3,500	3.5
2016	3,600	3.6
2017	3,700	3.7
2018	3,800	3.8
2019	3,900	3.9
2020	4,000	4.0

[illegible]

a. Proposed Material Review Board (MRB) Procedure

[illegible]

The MRB Procedure is as follows:

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b. Warranty:

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3635 Peterson Way
Santa Clara, CA 95054

Laser Optics
Tel: (480) 980-4343

NEWPORT CORPORATION – TERMS AND CONDITIONS OF SALE

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PRICE; PAYMENT TERMS AND CHARGES. The prices for all Products and Services shall be as set forth in the accompanying Newport proposal, quote and/or order acknowledgment and such prices shall be exclusive of all taxes and other charges referenced hereinbelow, all of which shall be paid by Buyer. Newport shall submit an invoice to Buyer with each shipment of Products. Each invoice shall be due and payable in U.S. Dollars net thirty (30) days from the date of invoice. Such payment terms are subject to credit approval. Newport reserves the right, at its sole discretion, to limit, cancel or modify Buyer's credit terms as to time or amount from time to time and without prior notice. Newport reserves the right to require alternative payment terms, including but not limited to sight draft, letter of credit or payment in advance. For credit card orders, Buyer's account will be charged upon shipment of the Products. Buyer shall pay all transportation, handling, insurance, taxes (except for taxes based on Newport's income), license fees, import, export and customs fees and duties, tariffs and other charges related to the Products or Services purchased hereunder. If claiming tax exemption, Buyer must provide Newport with valid tax exemption certificates. If Buyer fails to pay any invoice when due, Newport may charge Buyer interest in an amount equal to the lesser of one and one-half percent (1½%), or the maximum permissible rate, per month on any past due balance. Newport may withhold delivery of any Products or Services at any time in which Buyer's account is past due or exceeds its approved credit limit. If Newport employs any legal process to recover any amount due and payable from Buyer hereunder, Buyer shall pay all costs of collection and reasonable attorney's fees.

TITLE AND RISK OF LOSS; ACCEPTANCE. All Products will be delivered FOB (for domestic shipments) or EXW (Ex Works) (for international shipments), Newport's designated factory (INCOTERMS 2010). Delivery shall occur, title to the Products (except for title to any Software which shall at all times remain with Newport) shall pass from Newport to Buyer, and Buyer shall assume all risk of loss or damage, upon delivery of the Products to the carrier, unless otherwise agreed by both parties in writing. In no event shall Newport be liable for any delay in delivery (provided that Newport timely delivers the Products to the carrier as provided above), or assume any liability in connection with shipment, nor shall the carrier be deemed an agent of Newport. Buyer shall inspect all Products promptly upon receipt. The furnishing by Newport of a Product to Buyer shall constitute acceptance of that Product unless Newport receives a written notice of defect or nonconformity within five (5) business days after receipt by Buyer, provided, that such acceptance shall not relieve Newport of its warranty obligations hereunder.

CHANGES. Any changes to any order for custom or option configured Products, or any order or series of similar orders for standard Products which exceeds \$5,000, including but not limited to any changes to the specifications for the Products, must be approved in advance in writing by Newport. In the event of changes to any order or the specifications for the Products, Newport reserves the right to adjust the prices and delivery dates for the Products, and to invoice Buyer for any unearned discounts based upon the actual quantities of Products delivered. In addition, Buyer shall be responsible for all costs associated with such change including, but not limited to, the burdened costs of all raw materials, work in progress and finished goods inventory on-hand or ordered which are impacted by such change.

CANCELLATION. Any order for standard Products which does not exceed \$5,000 (it being agreed that any series of similar orders for standard Products shall be aggregated and deemed one order for the purpose of determining such amount) may be cancelled by Buyer by providing written notice to Newport at least thirty (30) days prior to the scheduled shipment date. Any order for custom or option configured Products, or any order or series of similar orders for standard Products which exceeds \$5,000, may be cancelled only upon Newport's prior written approval, which approval may be granted or withheld in Newport's sole discretion. Any order cancellation will be subject to the following cancellation charges with respect to all cancelled units of Products: (a) the contract price of all Products completed prior to such cancellation; (b) the burdened cost of all raw materials (including long lead time items) in Newport's possession or on order; (c) the burdened cost of all raw materials incorporated into and all labor applied to work in progress, plus profit thereon in accordance with Newport's published margins; and (d) other reasonable cancellation charges including, but not limited to, non-recurring engineering expenses, cancellation costs payable by Newport to its suppliers, and any other costs incurred by Newport relating to such cancellation. Newport will use commercially reasonable efforts to reduce such cancellation costs by reallocating materials to other projects and/or returning surplus material to, or canceling orders with, its suppliers. In no event shall the Buyer be liable for more than the contract price of the cancelled Products.

RETURNS. Custom or option configured Products, film, optics, or any order or series of similar orders for standard Products which exceeds \$5,000 in the aggregate, are non-returnable. Any order for standard Products which does not exceed \$5,000 (it being agreed that any series of similar orders for standard Products shall be aggregated and deemed one order for the purpose of determining such amount) may be returned to Newport for credit within thirty (30) days of the initial invoice date (60 days outside of the U.S.) and are subject to a 25% restocking charge. Prior to returning a Product, Buyer must contact Newport's Return Department for shipping instructions and a return material authorization number (RMA#). Buyer must ship the Product back in its original condition and in the original or equivalent packaging, with the RMA# clearly marked on the outside of the box, freight prepaid. Newport shall not be responsible for any damage occurring in transit or obligated to accept Products returned without a RMA#. Buyer bears all risk of loss or damage to the returned Products until delivery at Newport's designated facility. Any return shipment received by Newport without an RMA# and/or whose contents are not received in their original condition, may be reshipped by Newport freight collect to Buyer.

PROPRIETARY RIGHTS. Unless otherwise specifically agreed in writing by Buyer and Newport, as between Buyer and Newport, Newport retains all right, title and interest in and to the Software, all inventions, ideas, processes, methods, know-how, skills and techniques developed, discovered or conceived by Newport or its employees, including without limitation those developed and/or used in connection with the manufacture of the Products or performing Services hereunder (collectively, the "Newport Rights"). Such rights include, but are not limited to, patent rights, copyrights, trade secret rights, trademark rights, mask work rights and other proprietary rights throughout the world. Newport hereby grants to Buyer a nonexclusive, nontransferable, worldwide, limited license to use the Newport Rights solely to the extent required for Buyer to use the Products or Software sold or licensed hereunder. Newport shall retain all right, title and interest in and to all materials, fixtures or tools designed, developed or manufactured by Newport in connection with the manufacture of the Products. Unless otherwise specifically agreed in writing by Buyer and Newport, as between Buyer and Newport, Buyer retains all right, title and interest in and to all specifications and materials provided by Buyer to Newport, and all inventions, ideas, processes, methods, know-how, skills and techniques developed, discovered or conceived by Buyer or its employees (the "Buyer Rights"). Such rights include, but are not limited to, patent rights, copyrights, trade secret rights, trademark rights, mask work rights and other proprietary rights throughout the world. Buyer hereby grants to Newport a nonexclusive, worldwide, limited license to use and exploit the Buyer Rights solely to the extent required for Newport to perform its obligations and exercise its rights hereunder.

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Tel: (480) 980-4343

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WARRANTY; DISCLAIMER OF WARRANTY. Any nonconforming Product covered by the warranty stated in Newport's proposal, quote or order acknowledgment must be returned at Buyer's expense to Newport's facility, provided, that Buyer notifies Newport in writing promptly after discovery of the defect or nonconformity and within the Warranty Period. Products may only be returned by Buyer when accompanied by a return material authorization number ("RMA#") issued by Newport's Return Department, with freight prepaid by Buyer. Newport shall not be responsible for any damage occurring in transit or obligated to accept Products returned for warranty repair without a RMA#. Buyer bears all risk of loss or damage to the Products until delivery at Newport's designated facility. Newport shall pay for shipment back to Buyer for Products repaired under warranty. Products repaired under warranty are warranted for the remaining unexpired duration of the original Warranty Period for such Products. For Products returned for repair that are not covered under warranty, Newport's standard repair charges shall be applicable in addition to all shipping expenses. Unless otherwise stated in Newport's repair quote, any such out-of-warranty repairs are warranted for ninety (90) days from date of shipment of the repaired Product. The foregoing warranty does not apply to Products which are (a) repaired, modified or altered by any party other than Newport; (b) used in conjunction with equipment not provided or authorized by Newport; (c) subjected to unusual physical, thermal, electrical or optical stress, improper installation, misuse, abuse, tampering, accident, contamination, or negligence in use, storage, transportation or handling (including any failure to maintain appropriate environmental conditions as specified by Newport for a particular Product); or (d) considered a consumable item or an item requiring repair or replacement due to normal wear and tear. The foregoing warranty will also not apply if the "Warranty Void if Broken" seal located on any Product has been removed, broken or otherwise tampered with. The foregoing warranty does not apply to any Customer Furnished Material (as defined below) incorporated into the Products. The foregoing warranty does not apply to any Products that are marketed and sold by Newport as a distributor for a third party manufacturer and under such third party manufacturer's name, except to the extent of any warranty that is expressly provided to Newport by such third party manufacturer and is assignable by Newport to its customers. On-site warranty repair is not covered under the foregoing warranty, unless otherwise stated in Newport's quotation. The foregoing warranty applies only so long as the Products remain in use in the country of purchase. To the extent the Products are removed from the country of purchase, the foregoing warranty may be voided at Newport's discretion. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEWPORT MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, SOFTWARE OR SERVICES. NEWPORT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE PRODUCTS, SOFTWARE OR SERVICES. THE OBLIGATIONS OF NEWPORT SET FORTH IN THIS PARAGRAPH SHALL BE NEWPORT'S SOLE LIABILITY, AND BUYER'S SOLE REMEDY, FOR BREACH OF THE FOREGOING WARRANTY. Representations and warranties made by any person including distributors, dealers and representatives of Newport which are inconsistent or in conflict with the terms of this warranty shall not be binding on Newport unless reduced to writing and approved by an expressly authorized officer of Newport.

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REMEDIES. Newport shall have the right to terminate any order, or to delay the shipment thereof, by reason of (a) Buyer's bankruptcy or insolvency, or the pendency of any proceedings against Buyer under any statute for the relief of debtors; (b) Buyer's breach of these Terms and Conditions; (c) Newport's learning that the ultimate destination of the Products is other than that set forth in the Newport quote; or (d) failure of Buyer to meet any other reasonable requirements established by Newport or to provide timely responses to requests from Newport (including acts or omissions of Buyer which may delay production).

GENERAL. Newport's performance of its obligations will be excused or the timeframe for performance will be extended as is reasonably necessary under the circumstances, in the event that Newport is prevented from performing its obligations in whole or in part by riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes, embargo, civil or military authority, act of God, changes in law, regulation or governmental policy, acts or omissions of vendors or suppliers, transportation difficulties or delays, or other causes beyond its reasonable control. In such event, such performance shall take place as soon thereafter as is reasonably practicable. Failure of the Buyer to provide timely response to requests from the Newport may also result in delivery delays which shall be excused hereunder. If any provision of these Terms and Conditions is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall remain, nevertheless, in full force and effect. The parties agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision in order to give the most approximate effect intended by the parties. No waiver of any provision of these Terms and Conditions shall be valid or binding on any party unless agreed to in writing by the party to be charged. The failure of either party to enforce at any time any of the provisions of these Terms and Conditions, or the failure to require at any time performance by the other party of any of the provisions of these Terms and Conditions, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision thereafter. These Terms and Conditions shall be construed under and according to the laws of the State of California without regard to its conflict of law provisions. The parties agree that jurisdiction and venue for any actions relating to these Terms and Conditions will be in the state or federal courts located in the County of Orange, State of California. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in County of Orange, State of California, for the adjudication of any dispute hereunder or in connection herewith and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, or that such suit, action or proceeding is improper. In the event of any action, suit or proceeding relating to the subject matter hereof, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to recover its reasonable attorneys' fees and related costs from the non-prevailing party.

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SIGNATURES & AUTHORIZATIONS

Newport Corporation

Jasbir Rajasansi - Director of Thin Film Engineering.

Spectra-Physics Lasers A Division of Newport Corporation

MIT, spol. s r.o.



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