

Zmluva zaevidovaná na ÚMV SAV

pod poradovým číslom:

.....19/2024.....



ELTE
EÖTVÖS LORÁND
TUDOMÁNYEGYETEM

EÖTVÖS LORÁND UNIVERSITY
FACULTY OF SCIENCES
DEAN

QUOTATION

Quote requested by:	Bidder:
Institute of Materials Research Slovak Academy of Sciences	Eötvös Loránd University Faculty of Sciences Research and Industrial Relations Center
Address/Place of business: Watsonova 47, 040 01 Košice, Slovakia	Address/Place of business: Pázmány Péter stny. 1/A. H-1117 Budapest
VAT-Nr.: SK2020762623	VAT-Nr.: HU 1530 8744

Date: March 6, 2024

Validity of the offer: 30 days

Dear Tamás Csanádi!

On the basis of our preliminary agreement, the following quotation is given for EBSD measurements:

Professional/technical content to be carried out: Determination of the crystallographic orientation of grains in selected areas of 5-metal high-entropy carbide samples by EBSD

Other related services: -

The person who will supervise and carry out the measurements:

Zoltán Dankházi & Gábor Varga

Place of performance of services (ELTE TTK department):

ELTE Research and Industrial Relations Center SEM/FIB Laboratory

Offered price: net 141,99 EUR / hour, VAT excluded

Planned requested services hours: 25 hours, in total 3549.75 Euros net

Proposed date of fulfilment: March 31, 2024

I, the undersigned, Dr. Imre Kacskovics, on behalf of the Faculty of Sciences of Eötvös Loránd University (ELTE), I declare that we are entitled to perform the activities and services included in this offer, the activities and services included in this offer are included in our scope of activities, and we have the necessary infrastructural background.

Declaration of the parties on the R&D purpose¹:

ELTE declares that the present contract is concluded within the framework of its higher education research and development enterprise activity pursuant to Section 108(4a) of Act CCIV of 2011 on National Higher Education² if its conditions are fulfilled in accordance with the following declaration by the Customer³:

1. **The Customer** declares that the services under the present contract are provided pursuant to Act LXXVI of 2014 on Scientific Research, Development and Innovation (Innovation Act)

for the following research, development or innovation purposes: development of novel high-entropy ceramics...⁴

for activities that do not constitute research and development or innovation.

2. The Customer further declares that for the payment under the contract Hungarian public funds

will not be used

will be used.⁵

General Terms and Conditions: The Customer has read and understood the document entitled General Terms and Conditions of the Contract of the ELTE Faculty of Sciences Research and Industrial Relations Centre for the provision of services in the laboratory (attached to this quotation below) and accepts the provisions contained therein as binding on the parties with respect to the matters not regulated in the order.

Intellectual rights: (including know-how in addition to industrial property rights and copyrights, hereinafter collectively referred to as "Intellectual Property"): Intellectual property created and delivered by ELTE during the performance of the Contract, including Intellectual Property created by the examination of data or material supplied by the Customer (e.g. (i.e. database, expert report, expert opinion), may be used, transferred or licensed by the Customer or its affiliates for its internal use, without any time or territorial limitation, for non-exclusive purposes under the Contract. ELTE shall be entitled to freely use the results of its service for its further activities, including publications which do not allow the identification of the Customer, after prior consultation with the Customer,

¹ Need for declaration: the University is required by law to collect the fee to different account numbers depending on the objective. The University will indicate the appropriate account number on the invoice depending on the declaration received. For example, testing a new concrete mix is an innovation, but testing compliance with an existing standard for quality control purposes is not.

² The subject matter of the contract may be sub-activities ordered in connection with the innovation or research and development activities of the Customer as defined in Sections 3(6) and (11) of the Innovation Act, which are not R&D&I activities per se. Such sub-activities may be, for example, technical measurements, tests; provision of expert advice on the basis of such measurements, tests or tests; expert advice

³ In the case of both conditions (1 and 2), the activity is so classified if the first option is chosen.

⁴ The choice is marked with an x in the appropriate box. If the first option is chosen, the research and development or innovation objective for which the Customer is using the service must be briefly specified (e.g. introduction of a new management system, further development, improvement or increase in efficiency of a given product or technology, if it is relatively new, i.e. significantly new compared to products or processes in the Customer's own portfolio). This does not include studies for quality control purposes only.

⁵ This includes the involvement of domestic public funds, either directly or, to the knowledge of the Contracting Authority, indirectly (in the latter case, for example, where the Contracting Authority's own client is a public body or is financing the contract with public subsidies).

provided that the Customer does not object in writing within 15 days of the prior notification in view of its legitimate interest. IP rights and the right to use of intellectual works (e.g. test methodologies) which are not indispensable for the performance of the Contract and created or further developed by ELTE during the performance of the Contract, if they exist at all, belong to the Customer only upon the prior explicit written agreement of the parties.

Deadline for payment: The Customer shall pay the invoice issued in accordance with the legal requirements within 30 days of receipt of the invoice to the bank account of ELTE indicated on the invoice, after signing the confirmation of performance.

If this offer is accepted by you, upon receipt by ELTE of the duly signed acceptance and the transparency statement sent as an annex to the offer, the contract between your company and ELTE will be concluded, with the contents set out in this offer.

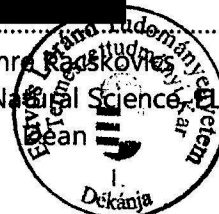
Sincerely:

[Redacted signature]

Dr. Zoltán Dankházi
SEM/FIB Laboratory
Research and Industrial Relations Centre

[Redacted signature]

Dr. Imre Ráaskóvári
Faculty of Natural Sciences, ELTE



Placement of order: I, the undersigned, doc. RNDr. Pavol Hvizdoš DrSc., as the authorised representative of the Institute of Materials Research of the Slovak Academy of Sciences (IMR-SAS), makes the above declaration on behalf of IMR-SAS and, by accepting the offer, hereby place an order for the service:

Košice, March 7, 2024

[Redacted signature]

doc. RNDr. Pavol Hvizdoš DrSc.
Director of IMR-SAS
Watsonova 47, 040 01 Košice, Slovakia



General Terms and Conditions
for services provided by ELTE in the laboratories of Eötvös Loránd University Research and
Industrial Relations Centre
effective from 1. November 2023

The **Service Provider Eötvös Loránd University** (hereinafter referred to as **ELTE**) undertakes to provide laboratory services (hereinafter referred to as the **Service**) to be performed by the laboratory of the University's Faculty of Natural Sciences at the Central Research and Industrial Relations Centre (KKIC) **unless otherwise expressly agreed in writing by the parties under the terms set forth in these GTCs, as follows.**

The ELTE website <https://kkic.elte.hu> contains the services currently available for ordering and the applicable price list, as well as these GTCs. **If you wish to order a service, please contact our colleagues.**

Please only use our service if you agree to the following. The customer must read this document before placing an order. Unless otherwise agreed in writing by the parties, these GTCs shall become part of the contract for the service (hereinafter Contract)!

- 1. Purpose of the contract:** ELTE declares that the contract is concluded within the framework of its higher education research and development enterprise activity pursuant to Section 108, paragraph 4a of Act CCIV of 2011 on National Higher Education.
- 2. Conditions for performance**
 - 2.1. Place of performance:** unless otherwise agreed, services shall be performed on ELTE premises using ELTE's facilities.
 - 2.2. Subcontractor, performance assistant:** The parties acknowledge and agree that ELTE is entitled to use other contractors, subcontractors for its performance.
 - 2.3. Official Permits:** The Parties agree that ELTE shall be responsible for obtaining, at its own expense, any official permits that may be required for the activities to be carried out by ELTE under this Agreement, and shall ensure that such permits are available.
 - 2.4. Tools:** the scope of documents, data, information, tools, materials, samples to be provided by the Client shall be set out in the Contract. The Customer undertakes that, should ELTE require any additional information, data, material or samples for the performance of the task, Customer shall provide them to ELTE upon request by ELTE as soon as possible, depending on the nature of the information and data requested. The deadline for the performance of services by ELTE shall be extended by the time required for the provision of the data and information.
 - 2.5. Intellectual property** (including know-how in addition to industrial property rights and copyrights, hereinafter collectively referred to as "Intellectual Property"): IP rights and the right to use of intellectual works (e.g. test methodologies) which are not indispensable for the performance of the Contract and created or further developed by ELTE during the performance of the Contract , if they exist at all, belong to the Customer only upon the prior explicit written agreement of the parties. Intellectual property created and delivered by ELTE during the performance of the Contract, including Intellectual Property created by the examination of data or material supplied by the Customer (e.g. (i.e. database, expert report, expert opinion), may be used, transferred or licensed by the Customer or its affiliates for its internal use, without any time or territorial limitation, for non-exclusive purposes under the Contract.

ELTE shall be entitled to freely use the results of its service for its further activities, including publications which do not allow the identification of the Customer, after prior consultation with the Customer, provided that the Customer does not object in writing within 15 days of the prior notification in view of its legitimate interest.
 - 2.6. Confirmation of performance:** the Customer shall provide written declaration of acceptance within 7 days upon performance by ELTE. Failure to do so shall be deemed acceptance by Customer. In the case of minor defects or deficiencies, which do not materially affect the usability of the service, the acceptance may not be refused.
 - 2.7. Payment of the fee:** payment obligation is independent of the funds available to Customer, of the terms of use applicable to the Customer, or the tax or other benefits the Customer wishes to benefit from.

The Customer may use the results of the service, the documents and intellectual works provided only upon the payment of fees to ELTE.

The Customer is obliged to pay service fees to ELTE.

Some activities are carried out by ELTE as part of health services.

The Customer acknowledges that VAT shall be charged and paid in accordance with the applicable tax rules.

Review of prices: ELTE has the right to review the prices, service fees listed on the website at any time and, to review them by the 15th day of January and June of each calendar year, unless otherwise provided for in the contract. In the event of modified prices, service fees the pricelist on the website shall be amended accordingly. ELTE reserves the right for modification of long term (one year long or longest) Contracts.

2.8. Labelling, transport and measurement of samples:

It is the Customer's obligation and responsibility to ensure that samples are taken professionally and that the conditions necessary for storage until delivery are provided, taking into account the delivery time agreed by ELTE.

The samples and other materials required for the test shall be delivered to ELTE's premises and, when the order has been fulfilled, transported from ELTE back at the Customer's own risk and expense. Upon delivery of the samples and other materials, the responsibility shall pass to ELTE. The Customer undertakes to deliver the samples to ELTE's premises on pre-agreed dates and times.

ELTE is not responsible for damage to samples or other materials resulting from improper packaging or transport. In such cases ELTE shall notify the Customer. In the event that ELTE has duly received the Sample but is unable to carry out the Test and the reason for this is not attributable to ELTE, the service fee shall be due, ELTE shall be entitled to the fee for work.

Upon receipt of the samples and other materials by ELTE, ELTE shall sign a copy of the test request form to certify the proper receipt of the samples.

ELTE is obliged to handle the samples in accordance with the applicable laws and regulations in force in Hungary in terms of waste treatment, disinfection, storage and to destroy the samples remaining and not transported away from ELTE by the Customer after the measurements, closure and release of the findings.

It is ELTE's obligation to deliver the results of the services to the Customer in the agreed electronic format to the Customer's email servers. The Customer shall ensure that the e-mail address provided by it is not accessible to unauthorised persons.

2.9. Limitation of liability: ELTE shall not be liable for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts of Customer. ELTE's liability shall be limited to direct damages of Customer to the service fees earned from the provision of the service under the Contract, to the extent permitted by law. ELTE's liability shall not be limited to the extent such damage was caused by a wilful act or to the extent that such limitation is not permitted by law. ELTE's liability for damages caused to third parties shall be excluded.

2.10. Breach of contract, termination of contract: In the event of a claim for defects, the Customer may request rectification or, if this is not possible, an appropriate reduction of the price, in lieu of which ELTE shall be entitled to choose to repeat the service, unless the Customer proves a change of interest.

The parties agree that ELTE shall be liable to the Customer for damages up to the amount of the contractual fee and the proven direct damages.

In the event of termination of the contract, the Customer shall compensate ELTE for its damages.

The Customer shall be entitled to terminate the contract, after an unsuccessful written warning, if ELTE is in serious breach of a material obligation. ELTE shall have the right to suspend performance or, after an ineffective written warning, to terminate or withdraw from the contract if the Customer is in serious breach of a fundamental obligation, fails to facilitate performance or fails to issue a certificate of performance, fails to pay an advance or invoice to ELTE or if Customer's financial stability or solvency is in doubt and it does not provide adequate guarantees. The period of performance shall be extended by the period of suspension.

In the event of termination of the contract, the parties shall be obliged to settle accounts, and ELTE may claim a fee in proportion to the work performed by it, taking into account also the payment obligations already undertaken by ELTE in order to ensure its performance. In the case of partial performance already accepted and paid, pro rata payment shall be made only in excess of that amount.

Declarations concerning the amendment or termination of the contract must be made in writing.

2.11. Communication and cooperation: the Parties shall cooperate with each other on an ongoing basis.

The other party shall be notified within 5 working days of any change in the notification address or in the contact persons and details, failing which ELTE shall legally perform at the last contact details provided.

2.12. Confidentiality: The parties agree to treat as trade secrets any data and information they become aware of concerning the other party in connection with the contract. The Customer shall not provide information about ELTE, its activities to third parties or the public without the consent of ELTE. ELTE shall be entitled to refer to this Contract as a reference, subject to the prior agreement with the Customer.

2.13. Governing Law, Dispute: This Agreement shall be governed by Hungarian law. In matters not covered by this Agreement, the provisions of the Civil Code and the legislation on data protection shall apply.

The parties shall attempt to resolve any dispute primarily by amicable means, through conciliation, and if this is unsuccessful, they may resort to the courts.

2.14. Right to amend the GTCs: ELTE may unilaterally amend these GTCs at any time for future reference. The amended GTCs will be published on our website. The application of terms and conditions other than those of the GTCs will be agreed by the parties individually in writing.