

Purchase Contract

concluded under Section 2079 et seq. of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code")

1. PARTIES TO THE CONTRACT

Charles University, Faculty of Science

Registered office: Albertov 2038/6, Prague 2 – New Town, Postcode 128 43

Representative: Prof. RNDr. Jiří Zima, CSc., Dean

Bank account No.:

ID No.: 002 16 208

Tax ID No.: CZ00216208

(hereinafter referred to as the “**Buyer**”)

and

FFEService GmbH

Registered office: **D-85551 Kirchheim, Margeritenweg 23**

Registered in the Commercial Register maintained by the Handelsregister HRB-Nr. 153542 Court in **Munich**

Representative: Dr. Gerhard Weber, Geschäftsführer

VAT payer: YES,

Bank account No.: Kreissparkasse München-Starnberg account No

IBAN:

Swift:

Tax ID No.: I.D.-Nr. DE238022130

(hereinafter referred to as the “**Seller**”)

(the Buyer and the Seller hereinafter jointly referred to as the “**Parties to the Contract**” or each of them separately as the “**Party to the Contract**”)

hereby conclude this purchase contract (hereinafter referred to as the “**Contract**”) on the day, month and year specified below.

2. BASIC PROVISIONS

- 2.1. The Seller acknowledges that the Buyer considers the Seller’s participation in the public contract, provided that the qualification criteria have been met, to confirm the fact that the Seller is able, within the meaning of Section 5 (1) of the Civil Code, to act with the knowledge and diligence connected with its profession or status when performing this Contract, and any of the Seller’s actions taken without such professional care shall be charged to the Seller. The Seller must not misuse its professional quality or economic position to create or exploit the dependence of the weaker party or to achieve an apparent and unjustified imbalance in the mutual rights and obligations of the Parties to the Contract.

- 2.2. The Seller acknowledges that the Buyer's principal activity is not business. The Parties to the Contract have agreed that, unless expressly provided otherwise herein, the provisions of Section 2158 (2) through Section 2174 of the Civil Code on the sale of goods in shops shall apply to this Contract, regardless of the meeting of the condition under Section 2158 (1) of the Civil Code.
- 2.3. The Seller's bid met all of the Buyer's requirements within the procurement procedure implemented by the Buyer pursuant to Act No. 134/2016 Coll., on public procurement, as amended (hereinafter referred to as the "**Public Procurement Act**"), for a public contract titled "**Parasites – Free Flow Electrophoresis Device**" (hereinafter referred to as the "**Procurement Procedure**" and "**Public Contract**").
- 2.4. The fundamental documents for delivery of the subject of performance hereunder shall also be:
- the absolute requirements that were included in Article 3 of the call for tenders (hereinafter referred to as the "**Absolute Requirements**"); the Absolute Requirements constitute Annex No. 1 hereto and are an integral part hereof;
 - the Seller's bid submitted within the Procurement Procedure, which technically describes the subject of performance (hereinafter referred to as the "**Bid**").
- 2.5. The Seller declares that it has any and all professional prerequisites necessary for the delivery of the subject of performance hereunder, that it is entitled to perform/deliver the subject of this Contract, and that there are no obstacles on the Seller's part preventing the Seller from delivering the subject of this Contract to the Buyer. In the event that the reverse is shown, it shall constitute a material breach of this Contract.
- 2.6. The Seller declares that it assumes the risk of changing circumstances within the meaning of the provisions of Section 1765 (2) of the Civil Code.
- 2.7. The Parties to the Contract declare that they will maintain confidentiality about the facts which they become aware of in connection with this Contract, and during the performance thereof, and the disclosure of which might cause them harm. This shall be without prejudice to the Buyer's obligations under the law.
- 2.8. The Seller acknowledges that the subject of performance hereunder is part of the "Research Centre for Pathogenicity and Virulence of Parasites" project („Centrum výzkumu patogenity a virulence parazitů"), Reg. No CZ.02.1.01/0.0/0.0/16_019/0000759, within the Operational Programme Research, Development and Education (OP RDE) (Výzkum, vývoj a vzdělávání (OP VVV) and that the subject of performance will be covered by this programme.

3. Subject of the Contract

- 3.1. The subject of this Contract is the Seller's obligation to deliver to the Buyer, and to transfer to the Buyer the property right to, the following:

Free Flow Electrophoresis Device

Technical specifications, as follows:

Operating voltage 230 V, 50 Hz
Operation in native and denaturing conditions
Software for the separation process control
Use in the IEF/IZE (isoelectric focusing / interval zone electrophoresis) mode
Separation chamber 50 × 10 cm
96 outlets for fraction collection
Source of separation voltage 0–3,000 V, 0–200 mA
Electric cooling of the system
Control unit for voltage, pump and temperature control

The subject of performance is further specified in Annex No. 1 and Annex No. 2 hereto.

(hereinafter referred to as the “**Device**” or “**Goods**”).

- 3.2. The Buyer undertakes to take over the Device delivered in due and timely manner and to pay the Seller the purchase price specified in Article 5 hereof.
- 3.3. The Seller undertakes, under the terms laid down herein, to deliver the Device in due and timely manner, at its own expense and on its own responsibility, to the Buyer at the place of performance and to hand it over to the Buyer under the terms hereof. The Seller shall be liable for ensuring that the Device will comply with this Contract, including its Annexes, and the Bid.

4. Property right

- 4.1. The property right shall be transferred to the Buyer upon signing the handover report on handover and takeover of the Device by both Parties to the Contract.
- 4.2. The risk of damage to the Device shall be transferred to the Buyer upon signing the handover report on handover and takeover of the Device by both Parties to the Contract.

5. Purchase price and payment terms

- 5.1. The purchase price for the subject of performance specified in Article 3 hereof was determined on the basis of the Bid as the maximum and non-exceedable price, in the amount of EUR 88.830,00 exclusive of VAT (in words: EUR Eighty-eight thousand eight hundred thirty) (hereinafter referred to as the “Purchase Price”), (german VAT not requested in case of export).
- 5.2. The Purchase Price shall include any and all costs associated with the performance of the subject of this Contract, including the cost of demonstrating the functionality of the Device, cost of the training and the cost of insuring the Device until it is handed over

and taken over. The Purchase Price shall be independent of any price developments and exchange rate changes.

- 5.3. The Purchase Price shall be the highest admissible price for the subject of performance. The Purchase Price may only be changed by a written amendment to this Contract in the event that (i) the VAT rates change after the conclusion of the Contract and before the date of handover and takeover of the Device (only a change to the amount of VAT shall be possible, not changing the bid price of the Public Contract, which was assessed exclusive of VAT), and (ii) pursuant to Section 222 (4) of the Public Procurement Act.

Unless the change alters the overall nature of the Public Contract whose change value is
a) lower than the financial limit for an above-limit public contract and
b) lower than 10% of the original value of the commitment,
the Seller and the Buyer may make an amendment to this Contract in accordance with Section 222 (4) of the Public Procurement Act and, if more than one change is made, the sum of the values of all such changes shall be decisive.

- 5.4. The Buyer undertakes to pay the Purchase Price to the Seller by paying 100% of the Purchase Price under Section 5.1 hereof after the handover and takeover of the Device, of which a handover report hereunder shall be prepared by the Parties to the Contract.
- 5.5. The due period of the invoice is fourteen (14) days from the date of its delivery to the Buyer. Payment of the charged amount shall mean the day of its sending to the Seller's account. Payment of the Purchase Price shall be deemed to be the sending of the relevant amount in favour of the account specified in the invoice. If this account is not disclosed by the tax administrator pursuant to Section 98 (d) of Act No. 235/2014 Coll., on value added tax, as amended (hereinafter the "VAT Act") and if the Seller is subject to registration under the VAT Act, the Buyer shall be entitled to delay such payment until the moment when the account is disclosed by the tax administrator. In such a case, the Buyer is not in arrears with payment of the Purchase Price or, as the case may be, with invoice payment.
- 5.6. In the event that the Buyer could be liable for unpaid VAT within the meaning of Section 109 of the VAT Act, the Buyer shall be entitled to pay VAT to a deposit account pursuant to Section 109a of the VAT Act.
- 5.7. The tax document – invoice – issued by the Seller hereunder must contain the elements under the VAT Act, and its text must state that the charged performance is provided for the purposes of the "Research Centre for Pathogenicity and Virulence of Parasites" project („Centrum výzkumu patogenity a virulence parazitů“), Reg. No CZ.02.1.01/0.0/0.0/16_019/0000759, within the Operational Programme Research, Development and Education (OP RDE) (Výzkum, vývoj a vzdělávání (OP VVV)“. A copy of the handover report signed by both Parties to the Contract shall be enclosed with the invoice issued for the payment of the Purchase Price for the Goods. The invoice must comply with the treaties for the avoidance of double taxation if they apply to the specific case.

5.8. If the tax document – invoice – is not issued in accordance with the payment terms laid down herein or fails to meet the required legal elements, the Buyer shall be entitled to return the tax document – invoice – to the Seller as incomplete or, as the case may be, incorrectly issued, to be completed or, as the case may be, to be issued a new within ten (10) working days from the date of its delivery to the Buyer. In such a case, the Buyer is not in arrears with the payment of the Purchase Price or any part thereof, and the Seller shall issue a corrected invoice with a new, identical due period that commences on the date of delivery of the corrected or newly issued tax document – invoice – to the Buyer.

5.9. The Buyer's invoicing details are listed in Article 1 hereof.

6. Deadlines of performance of the subject of the Contract

6.1. The Seller undertakes to duly make, obtain, supply, test, install, hand over to the Buyer and demonstrate the functionality of the Device specified in Section 3.1 hereof **no later than 12 weeks from the effective date of this Contract**. Further training under Section 10.4 hereof shall be held within 6 months from the handover of the Device.

6.2. The Buyer undertakes to take over the duly delivered, tested and installed Device, the functionality of which was demonstrated by the Seller to the Buyer in accordance with this Contract, from the Seller no later than by the agreed deadline. A handover report on handover and takeover shall be prepared by the Parties to the Contract as specified below.

6.3. If the subject of the Contract also includes installation, the Buyer shall be obliged to allow the Seller to carry out such installation and demonstration of the functionality of the Device on pre-arranged working days from 7:30 a.m. to 6:00 p.m., ensuring that the deadlines of performance specified in Section 6.1. hereof could be met by the Seller. In the event of any change in the Buyer's operating terms and conditions, the Buyer shall be entitled to restrict this installation and demonstration period by a written instruction provided to the Seller. In such a case, a change to the handover and takeover deadline shall be agreed by both Parties to the Contract in an appendix hereto. Specific deadlines shall be agreed by agreement at the level of contact persons, with the possibility of agreeing a deadline even on public holidays within such an agreement.

7. Place of performance

The place of performance is the premises of the BIOCEV centre, Průmyslová 595, 25250 Vestec (hereinafter referred to as the "Place of Performance"). The Buyer shall inform the Seller of the specific room before the Device is installed.

8. Handover and takeover of the premises for installation

8.1. If the subject of the Contract also includes installation, the Seller shall be obliged to inform the Buyer of the exact date such installation and demonstration of the

functionality of the Device will be carried out, in advance, ensuring that the deadlines of performance specified in Section 6.1. hereof could be met. The Seller undertakes to provide the Buyer with the necessary assistance to ensure space for the installation of the Device, in particular to hand over all requirements for the installation of the Device immediately after the Contract has been concluded.

- 8.2. If the Seller commences the installation of the Device, the Seller must not interrupt such installation without a serious reason, and the installation must be immediately followed by a demonstration of the Device. At the Seller's or Buyer's request, a report on handover and takeover of the premises for installation shall be prepared by the Parties to the Contract.
- 8.3. Sufficiently before the deadline to carry out installation and demonstration of the functionality of the Device, the Seller shall be obliged to request the Buyer to allow an inspection of the premises for installation in order to check the points for connecting the Device to the electricity, heating and other systems, and to eliminate any defects preventing installation and demonstration of the functionality of the Device no later than by the deadline specified in Section 6.1. hereof.
- 8.4. By way of derogation from Section 2126 of the Civil Code, the Parties to the Contract hereby agree that the Seller shall not be entitled to use the self-help sale institute.

9. Other terms of delivery

- 9.1. When performing the delivery, the Seller shall proceed on its own, but it undertakes to respect the Buyer's instructions regarding the implementation of the subject of performance hereunder.
- 9.2. The Seller shall be obliged to notify the Buyer, without undue delay, of the inappropriate nature of the objects taken over from the Buyer or of the instructions given to the Seller by the Buyer to carry out the delivery if such inappropriateness could be ascertained by the Seller when exercising professional care.
- 9.3. Except as provided otherwise herein, any and all matters necessary for the performance hereunder shall be obtained by the Seller.
- 9.4. The Seller shall be obliged to deliver the Goods (including any software) to the Buyer in a completely new, fully functional condition, meeting the quality hereunder.
- 9.5. The Seller declares that the Goods delivered by the Seller hereunder are fully in line with the conditions laid down in the tender documentation applied in the Procurement Procedure.
- 9.6. The Seller undertakes and declares that, at the moment of transfer of the property right to the Goods, the Seller shall be the owner of the Goods, no rights of any third parties shall be attached to the Goods, in particular no pre-emptive right, right of lien or right of lease or any other right of use, and the Goods shall not be restricted or burdened by

any third-party rights; failure to comply with the aforementioned shall constitute a material breach of this Contract.

- 9.7. The Seller declares that it is not subject to any execution and does not have any overdue debts the payment of which could be enforced in execution pursuant to Act No. 120/2001 Coll., on court bailiffs and execution activity (Execution Code) and on amendment to other acts, as amended, nor is it subject to any enforcement of a decision and nor does it have any overdue debts the payment of which could be enforced in enforcement of a decision pursuant to Act No. 99/1963 Coll., Code of Civil Procedure, as amended, Act No. 500/2004 Coll., Code of Administrative Procedure, as amended, or Act No. 280/2009 Coll., Tax Code, as amended.

10. Installation, putting into operation, demonstration of the functionality of the Device, handover and takeover, and operator training

- 10.1. The Seller shall be obliged to install the Device. The Seller is obliged to ensure the transportation of the Device within 7 days from the end of the training as referred to in Article 10.3 of this Contract, while transport may not last longer than two days.
- 10.2. With the participation of the Buyer's representatives, the Seller shall prove that the Device meets the parameters specified by the manufacturer and required by the Buyer in the Absolute Requirements herein, by demonstrating the functionality of the Device after it has been duly put into operation using the procedure prescribed by the manufacturer for the device in question and after it has been calibrated and after the accuracy of its operation has been checked by the Seller. Faultless demonstration of the functionality shall be a condition for the takeover of the Device by the Buyer.
- 10.3. Well in advance before the deadline for the execution of the installation and demonstration of device functionality, the Seller undertakes to train up to 3 persons specified by the Buyer, in the laboratory at the headquarters of the Seller for at least 3 working days.

The expenses associated with accommodation and transportation a maximum of the two trainees shall be paid by the Seller. The trainer shall be a person with experience in operating the Device, and if the manufacturer determines any requirements for the trainer, the trainer must meet all such requirements determined by the manufacturer. At the Buyer's request, the Seller shall be obliged to demonstrate to the Buyer that the trainer meets all of the requirements. The Buyer is entitled to bring for the training its own material samples and test its application (separation) on the device.

- 10.4. In agreement between the Buyer and the Seller the additional training for at least 3 persons selected by the Buyer shall be held no later than 6 months after handover and takeover of the Device for a minimum of 3 working days of the current user, at a seat of the Seller. The expenses associated with accommodation and transportation shall be paid by the Buyer. The training shall focus on advanced use of the Device or on

training of another person in basic use, depending on the Buyer's decision. The trainer must meet the requirements of the previous section.

- 10.5. For the purposes of the handover procedure, the Seller must submit to the Buyer:
- (i) the operation and maintenance manuals, conditions for maintenance and protection of the Device in the Czech or English language, as well as all necessary documents or accessories relating to the Device; these documents may also be delivered electronically;
 - (ii) a declaration of conformity pursuant to Act No. 22/1997 Coll., on technical requirements for products.
- 10.6. If the Seller fails to submit all of the aforementioned documents to the Buyer, the subject of performance hereunder shall not be deemed to be duly completed and capable of being handed over.
- 10.7. A handover report shall be prepared by the Parties to the Contract on the course of the handover and takeover procedure, containing the following mandatory elements:
- (i) details of the Seller, Buyer and subcontractors;
 - (ii) a description of the Goods to be handed over and taken over, including serial numbers;
 - (iii) the Buyer's declaration of whether or not it takes over the delivery;
 - (iv) a statement that the proper functioning of the Device has been verified;
 - (v) other elements, if any, referred to in the following section of this article;
 - (vi) date of signature of the delivery handover and takeover report (hereinafter referred to as the "Handover Report").
- 10.8. The Buyer shall not be obliged to take over the Device that exhibits defects and unfinished parts, although they do not in themselves or in connection with others prevent the proper use of the Device. If the Buyer does not use its right not to take over the Device exhibiting defects and unfinished parts, the Seller and the Buyer shall list the identified defects and unfinished parts in the Handover Report, including the manner and date of their removal. Unless the Parties to the Contract agree on the date of removal of the defects in the Handover Report, it shall apply that such defects should be removed within 48 hours from the date of handover and takeover of the Device.
- 10.9. Upon handover of the Device countersigned by the contact persons on the Handover Report, the Buyer shall assume the risk of damage to the Device handed over, but this fact shall not relieve the Seller of liability for any damage due to any defects of this Device. The Seller shall be liable for any damage to the Device until the Device has been handed over and taken over.
- 10.10. If the Device and/or any of its components have any defects that could not be detected when it was taken over (hidden defects), and if they are under warranty under Section 11.1. hereof, the Buyer shall be entitled to make a complaint about them to the Seller within this period of time. If the Device and/or any of its components are under warranty longer than that specified in Section 11.1, the Buyer shall be entitled to make a complaint about such hidden defects to the Seller during this longer warranty period.

- 10.11. If the Seller notifies the Buyer that the Device is ready to be handed over and taken over, and if it is revealed in the course of the handover procedure that the Device is not properly completed and/or fails to meet the requirements laid down herein, the Seller shall be obliged complete the device a/or remove the deficiencies so that it matches requirements arising from the Contract within 10 working days and therefore without any delay the new handover procedure shall occur; or such a case shall constitute a material breach of this Contract by the Seller. The Buyer shall choose, whether to allow the Seller new handover procedure or if it is equal to the fundamental breach of the Contract.

11. Warranty and claims related to defects in delivery

- 11.1. The warranty period for delivery shall be **12 months**.
- 11.2. The warranty period shall commence from the date of signing the Handover Report on handover and takeover of the Device by the Buyer. If the Device is taken over, even if with only one defect or unfinished part, the warranty period shall commence from the date of removal of the last defect by the Seller.
- 11.3. The warranty period for the Device or any of its components or accessories which has its own warranty card shall be laid down for the period of time specified therein, but at least for the period of time specified in Section 11.1. hereof.
- 11.4. The Buyer shall submit to the Seller a requirement to remove any defect without undue delay after such a defect was ascertained, but no later than the last day of the warranty period, unless expressly laid down otherwise herein, by written notice sent to the Seller's responsible representative specified herein. Any complaint sent by the Buyer on the last day of the warranty period shall also be deemed to have been made in time.
- 11.5. In a written complaint, the Buyer shall state a description of the defect and the manner in which the Buyer requires the defect to be removed. The Buyer shall be entitled:
- (i) to require removal of the defect by supplying a device replacing the faulty Device in the event that the defect is not removed within the period of time laid down in Section 11.9. hereof and/or in the event of a recurring defect; or
 - (ii) to require removal of the defect by repair if such defects are repairable; or
 - (iii) to require a reasonable discount on the Purchase Price.
- 11.6. The Buyer may select from the aforementioned claims arising from defects of delivery. In addition, the Buyer shall be entitled to withdraw from the Contract if the delivery of defective Goods materially breaches the Contract. A material breach shall always mean a situation where the delivery (or any part thereof) fails to meet, or ceases to meet in the warranty period, the minimum parameters required by the Buyer, as specified in the Seller's Bid, in the Absolute Requirements or in this Contract.
- 11.7. The Seller undertakes to remove, free of charge, any defects about which a complaint has been made.

- 11.8. The Seller undertakes to commence actions leading to the removal of the defect **immediately after** receipt of the complaint from the Buyer and, **within 7 working days** from receipt of the complaint from the Buyer, the Seller undertakes to examine the complaint, to diagnose the defect, to notify the Buyer of whether the Seller admits the complaint, and to inform the Buyer in writing of whether a specialized spare part is necessary to remove the defect. The Buyer undertakes to provide the Seller with remote access to the Device if the features of the Device allow it.
- 11.9. In case that it will be defect that is removable by replacement of the damaged, destroyed or malfunctioning part the Seller is obliged to send the replacement part with the exact instructions as follows the exchange of the defective part to the Buyer. In case that this fix is not possible or this fix failed, the Seller is obliged to send his employee to fix the defect to the place of performance. In the event that no spare parts are necessary to remove the defect, the Seller shall be obliged to remove the defect within **15 working days** from the date of receipt of the complaint. If any commonly available spare parts of the Device need to be obtained in the European Economic Area (EEA) market to remove the defect in the Device, the Seller shall be obliged to remove the defect within **14 working days** from the date of receipt of the complaint, unless agreed otherwise by the Parties to the Contract. If any specialized spare parts provably need to be obtained to remove the defect in the Device, the Seller shall be obliged to remove the defect within **30 working days** from the date of receipt of the complaint, unless agreed otherwise by the Parties to the Contract. Specialized spare parts shall be deemed to be spare parts that must be made to order or spare parts not commonly available in the European Economic Area within **5 working days** from the date of receipt of the complaint.
- 11.10. Even if the Seller does not admit a defect, the Seller shall be obliged to remove such a defect within the periods of time specified in Section 11.9. hereof, unless agreed otherwise by the Parties to the Contract. If the Seller does not admit the defect, the justifiability of the complaint shall be verified by an expert opinion prepared on the basis of the Buyer's order. If the complaint is found justified in the expert opinion, the Seller shall also bear the cost of making the expert opinion. If it is proved that the Buyer made an unjustified complaint about any defect, the Buyer shall be obliged to pay the Seller any cost purposefully and provably incurred in removing such a defect.
- 11.11. The Parties to the Contract shall prepare a report on the removal of the defect about which a complaint has been made, confirming the removal of the defect. The warranty period shall be extended by the period from the date the complaint is made to the date the defect is removed.
- 11.12. If the Seller fails to remove a defect within the periods of time specified in Section 11.9. hereof or within the period of time agreed by the Parties to the Contract, or if the Seller refuses to remove the defects, the Buyer shall be entitled to remove the defect at its own cost, and the Seller shall be obliged to pay the Buyer the cost of removing the defect within **10 working days** after the Buyer calls on the Seller to do so. However, this procedure applied by the Buyer shall not relieve the Seller of liability for defects, and its warranty shall continue within the agreed scope.

- 11.13. Provision of the warranty shall not apply to any defects caused by improper handling, incorrect or inappropriate maintenance, and failure to comply with the manufacturer's instructions for the operation and maintenance of the Device which were taken over by the Buyer from the Seller upon handover or which were communicated to the Buyer by the Seller in writing. In addition, the warranty shall not apply to any defects caused by gross negligence or deliberate conduct.
- 11.14. The Parties to the Contract exclude the application of the provisions of Section 1925 of the Civil Code, namely of the sentence after the semicolon.
- 11.15. **The Seller shall be obliged to ensure email and telephone consultations on technical and software issues at least during the warranty period, and to ensure application support to assess sample separation results. The Seller shall provide the contact details (telephone and email address) in Annex No. 3 hereto.**

12. Warranty and post-warranty service, providing spare parts for the Device

- 12.1. The Seller undertakes to carry out periodic service checks (safety inspections) prescribed by the manufacturer and the applicable legal regulations during the warranty period, including software updates, initial and subsequent validation or calibration of parameters and service operations necessary for the validity of the warranty; these operations shall be carried out by the Seller without the Buyer's call, including the supply of the necessary material and spare parts, without entitlement to any further payment beyond the agreed Purchase Price. In addition, if any changes are made to the software contained, delivered or installed in the delivered Goods during the warranty period, the Seller undertakes to provide training to the Buyer's operating staff without entitlement to any further payment beyond the agreed Purchase Price. The Seller declares that there is not prescribed by him as the manufacture and the applicable legal regulations any periodic service checks (safety inspections) during the warranty period.
- 12.2. In addition, the Seller undertakes, for a period of 10 years from the expiry of the last day of the warranty period for the Device, to provide the Buyer, upon the Buyer's call, with a post-warranty service at a price usual at the time and place, within 15 working days from the date of delivery of the Buyer's written call to carry out a post-warranty service, unless a longer period of time is specified in the call or unless agreed otherwise by the Parties to the Contract. In the event that it is found in the post-warranty service that the Device must be repaired, such repairs shall be carried out by the Seller within the periods of time specified in Section 11.9. hereof, unless agreed otherwise by the Parties to the Contract. If the period of time specified in Section 11.9. hereof could not be met by the Seller, the Seller shall be obliged to require removal of the defect by supplying a device replacing the faulty Device for the period of repair.
- 12.3. The Seller shall be obliged, for a period of 10 years from the expiry of the last day of the warranty period for the Device, to ensure for the Buyer, for a consideration, the availability of all spare parts for the Device and delivery thereof to the Buyer within

10 weeks from the date on which they were ordered by the Buyer, unless agreed otherwise by the Parties to the Contract, for the price usual at the time and place.

13. Contractual penalties

- 13.1. In the event that the Seller is behind the deadline for **handover and takeover of delivery** specified in Section 6.1. hereof, the Buyer shall be entitled to charge the Seller a contractual penalty of 0.02% of the Purchase Price for each commenced day of delay; if the delay is longer than 5 working days, the penalty shall be increased to 0.05% of the Purchase Price for each commenced day of delay, from the beginning of the delay.
- 13.2. In the event that the Seller fails to remove any defect duly complained of within the period of time specified in Section 11.9 hereof or within the agreed period of time, the Buyer shall be entitled to charge the Seller a contractual penalty of CZK 2,000 for each commenced day of delay for each defect complained of for which the Seller is delayed with removal. If the Seller fails to provide the Buyer with a post-warranty service within the period of time specified in Section 12.2. hereof, the Buyer shall be entitled to charge the Seller a contractual penalty of CZK 1,500 for each commenced day of delay of the provision of such a post-warranty service, but not more than the amount of the Purchase Price hereunder. In case of the repairment by the spare part of the device out of warranty, therefore the amount of the contractual penalty according to the previous sentence is limited by the Purchase Price of the spare part of the device.
- 13.3. If the Buyer fails to pay the Purchase Price within the periods of time specified herein, the Buyer shall be obliged to pay interest on late payment to the Seller in the statutory amount, unless the Buyer proves that the delay in payment of the Purchase Price was caused by the late release of the subsidy provider's funds.
- 13.4. The obligated party must pay the entitled party the contractual sanctions no later than 15 calendar days from the date of receipt of the relevant bill from the other Party to the Contract.
- 13.5. The Parties to the Contract exclude the application of the provisions of Section 2050 of the Civil Code.
- 13.6. The Buyer shall always retain entitlement to compensation for damage.

14. Termination of the Contract

- 14.1. This Contract may be terminated by fulfilment, by agreement of the Parties to the Contract or by withdrawal from the Contract for the reasons laid down in the law or in this Contract.
- 14.2. The Buyer shall also be entitled to withdraw from the Contract without any sanctions if any of the following facts occurs:

- (i) the Buyer does not receive the financial subsidy or the Buyer's financial subsidy is revoked, see Section 2.8. hereof;
 - (ii) there is a material breach of the obligations imposed on the Seller by the Contract, whether directly laid down by this Contract, i.e. the breach of such obligations constitutes a material breach, or arising from the nature of the matter, i.e. the Buyer would not conclude the Contract if it knew of the breach of such obligations;
 - (iii) insolvency proceedings are brought against the Seller's property;
 - (iv) the Seller should have been excluded from participation in the Procurement Procedure (Section 223 (2) (a) of the Public Procurement Act),
 - (v) before the Public Contract was awarded, the Seller submitted any data, documents, samples or models that did not correspond to facts and influenced or could have influenced the selection of the contractor (Section 223 (2) (b) of the Public Procurement Act);
 - (vi) the selection of the contractor (Seller) is related to a material breach of the obligation of a Member State within the meaning of Article 258 of the Treaty on the Functioning of the European Union, as decided by the Court of Justice of the European Union (Article 223 (2) (c) of the Public Procurement Act).
- 14.3. The Seller shall be entitled to withdraw from the Contract in the event of any material breach of the Contract by the Buyer. A material breach of the Contract shall be deemed to be failure to pay the Purchase Price of the performance within the period of time laid down herein, despite the fact that the Seller notified the Buyer of such a breach in writing, providing the Buyer with a sufficiently long period of time to comply with this obligation subsequently.
- 14.4. The Buyer shall also be entitled to withdraw from the Contract only in relation to any part of the performance (delivery).

15. Representatives of the Parties to the Contract, notification

- 15.1. The Parties to the Contract shall communicate to each other the contact persons and their details immediately after the conclusion of this Contract.
- 15.2. Both Parties to the Contract shall be obliged to keep up-to-date details of the contact persons. Changes to the contact persons and their details shall not require an appendix to this Contract. Any change shall become effective on the third working day following the delivery of the notice of the change to the other Party to the Contract.
- 15.3. Except as laid down otherwise herein, any and all notifications that are to be or may be made between the Parties to the Contract hereunder must be made in writing and delivered to the other Party to the Contract by an authorized forwarding service, in person (with written acknowledgment of receipt) or by recorded delivery using the postal service operator; such notification shall be deemed to have been delivered on the

third working day after it was sent, but if sent to an address in another country, it shall be deemed to have been delivered on the fifteenth working day after it was sent.

16. Clause on governing law

- 16.1. This Contract and any and all legal relationships arising therefrom shall be governed by the laws of the Czech Republic.
- 16.2. The Parties to the Contract acknowledge and recognize that the provisions of the Civil Code shall be applicable in any areas not explicitly regulated by this Contract.
- 16.3. Any disputes arising from this Contract or from the legal relationships related thereto shall be dealt with by the Parties to the Contract through negotiation. In the event that any dispute could not be settled through negotiation within sixty (60) days, such a dispute shall be decided, at the request of one of the Parties to the Contract, by a locally competent court of the Seller (Munich).

17. Intellectual property rights

- 17.1. This article shall only be applied if the delivered Goods also contain the software necessary for the proper use of the Goods or if the Buyer determined delivery of such software in the specification of the subject of performance.
- 17.2. The Parties to the Contract declare that they have agreed that the Seller's remuneration for providing the software licence is already included in the Purchase Price of the Goods.
- 17.3. The Seller declares that, by providing the licence to the Buyer, the Seller does not infringe any third-party intellectual property rights and that the Seller is entitled to transfer the licence to the Buyer. In the event that the Seller fails to comply with this provision, the Seller undertakes to pay any and all third-party claims due to the breach of third-party intellectual property rights, and to provide compensation for the damage consequently caused to the Buyer.
- 17.4. The Seller hereby provides the Buyer with a user licence for a part of the subject of performance of the software supplied together with the subject of performance as a non-exclusive and non-transferable right unlimited by time and space to all ways of using this part of the subject of performance, in the scope and quantity corresponding to the authorized use of the Device.
- 17.5. The Seller declares that the Seller is the software copyright holder and has not previously provided the software licence as exclusive to any third party (unless the exclusive licensee has granted written consent to the conclusion of this Contract), or that the Seller is at least authorized to exercise the right to use the software in a way allowing the Seller to provide the Buyer with the licence within the scope hereunder.

18. Final arrangements

- 18.1. This Contract, including its annexes, constitutes a complete and comprehensive contract between the Buyer and the Seller.
- 18.2. The Contract shall become effective on the day of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publishing of such contracts and on the Register of Contracts (Register of Contracts Act), as amended.
- 18.3. The Parties to the Contract have agreed that the Seller shall not be entitled to offset any of its claims or its sub-debtor's claims in relation to the Buyer against any of the Buyer's claims in relation to the Seller.
- 18.4. The Seller shall not be entitled to assign any claim arising from or in connection with this Contract to any third party. The Seller shall not be entitled to assign any rights or obligations under this Contract or under any part thereof to any third party.
- 18.5. If any provision of this Contract later proves to be, or is found, invalid, ineffective, apparent or unenforceable, then such invalidity, ineffectiveness, apparentness or unenforceability shall not cause the invalidity, ineffectiveness, apparentness or unenforceability of the Contract as a whole. In such a case, the Parties to the Contract undertake, without undue delay, to clarify such a defective provision within the meaning of the provisions of Section 553 (2) of the Civil Code or to replace it by mutual agreement with a new provision corresponding as much as possible to the intent of the Parties to the Contract at the time of concluding this Contract, to the extent permitted by the laws of the Czech Republic.
- 18.6. This Contract may only be supplemented or amended in the form of written numbered appendices, provided with the time and place specification and signed by the authorized representatives of the Parties to the Contract. Within the meaning of the provisions of Section 564 of the Civil Code, the Parties to the Contract expressly exclude the execution of any amendment to the Contract in a different form.
- 18.7. Under the terms laid down herein, the Seller undertakes:
 - (i) to archive any and all written documents produced for the performance of the subject hereunder and to allow the persons authorized to carry out a check of the project from which the performance hereunder is paid to carry out a check of the documents relating to such performance, throughout the archiving period of the project, but at least until the end of 2033. The Buyer shall be entitled to take over the aforementioned documents free of charge from the Seller after the expiry of the period of 10 years from the termination of performance hereunder.
 - (ii) to enable any checks, audits and inspections of the project, including state supervision (hereinafter referred to as the "Check") to be carried out, and to provide the necessary assistance, including the provision of documents to the extent necessary for the verification of the relevant operation, to the authorities authorized to carry out such Checks in accordance with the legal regulations of the European Communities and the European Union and with the legal

regulations of the Czech Republic, in particular to allow a full Check to be carried out of the implementation of the project in accordance with Act No. 320/2001 Coll., on financial control in public administration and on amendments to certain acts (Financial Control Act), as amended, and Act No. 255/2012 Coll., on control (Control Code), as amended. These include, in particular, project checks and audits carried out by the Managing Authority, the European Court of Auditors, the European Commission, the Supreme Audit Office, the Audit Authority, the Financial Authorities, and the Paying and Certifying Authority. This obligation shall also be ensured by the Seller for its subcontractors, if any.

- (iii) to respect compliance with the OP RDE Rules, including the rules for publicity by the Buyer.

18.8. If either Party to the Contract breaches any obligation arising from this Contract or if it may and should know of such breach, such a Party to the Contract shall notify the other Party to the Contract that may suffer damage, without undue delay, pointing to possible consequences; in such a case, the injured Party to the Contract shall not be entitled to any compensation for the damage that could have been prevented by the Party to the Contract after the notification.

18.9. This Contract shall be drawn up in the English language in two copies, each of which having the nature of the original. Each of the Parties to the Contract shall receive one copy. The following annexes shall be an integral part of the Contract:

- Annex No. 1: Absolute Requirements
- Annex No. 2: Specification of the Device Parameters
- Annex No. 3: Contact Details of the Parties to the Contract (this annex is not published in the Register of Contracts of the Ministry of the Interior)

In witness of their agreement with the entire content of the Contract, the Parties to the Contract affix their signatures hereto.

In Kirchheim on 30.08 2018

In Prague on 5.10. 2018

On behalf of the Seller:

On behalf of the Buyer:

Name: Dr. Gerhard Weber

Name: / Prof. RNDr. Jiří Zima, CSc.

Position: CEO (Geschäftsführer)

Position: Dean of the Faculty of Science, Charles University

Annex No. 1 Purchase Contract: Absolute Requirements (supplement the annex under Article 3 of the call)

following Absolute Requirements:

- Operating voltage 230 V, 50 Hz
- Operation in native and denaturing conditions
- Software for the separation process control
- Use in the IEF/IZE (isoelectric focusing / interval zone electrophoresis) mode
- Separation chamber 50 × 10 cm
- 96 outlets for fraction collection
- Source of separation voltage 0–3,000 V, 0–200 mA
- Electric cooling of the system
- Control unit for voltage, pump and temperature control

Free Flow Electrophoresis Instrument, type Nextgen IZE/IEF provided for Research Centre for Pathogenicity and Virulence of Parasites” project, Reg. No. CZ.02.1.01/0.0/0.0/16_019/0000759, within the Operational Programme Research, Development and Education (OP RDE)

1.1 FFE-process unit, consisting of
separation chamber, (standard version 500x100x(0,2 – 0,5) mm),
peristaltic pump, 16 sections for input of media and counterflow
9 inlets for media, 5 inlets for sample
96 outlets for FFE-fractions, electrode buffer circuit,
device for inclination between vertical and horizontal direction,
sample pump, 2 sections, accessories for PZE-process included
including circular sealings, membranes and paper strips

1.2 FFE-electronic unit, consisting of high voltage power supply,
0 – 3000 VDC, 0 – 200 mA
hardware for control of high voltage power supply,
pumps and temperature safety circuit
software for process control

1.3 Cooler,
including the cooling circuit, flow rate: 10 l/min,
cooling capacity: 350 W, temp. control: + - 0.2 °C.

Annex No. 3

Buyer's contact details:

Bank account No.: :

Person responsible for performance of the Contract, including takeover of the subject of purchase:

name and surname:

email:

mobile phone:

Deputy to the responsible person:

name and surname:

email

mobile phone

Seller's contact details:

Number of the account held with the tax administrator:¹

Steuernummer in Deutschland:

Person responsible for performance of the Contract, including handover of the subject of purchase:

name and surname:

email

mobile phone

Deputy to the responsible person:

name and surname:

e-mail

mobile phone

Contact details for providing consultations under Section 11.15. of the Contract:

phone

email

¹ If the Seller is not subject to registration, it will fill in its bank account number.