

Charles University, Faculty of Science

Place of business: Albertov 6, 128 00 Praha 2

IC: 00216208, DIC : CZ00216208,

Represented by: prof. RNDr. Jiří Zima, CSc., dean of the faculty

IBAN:

hereinafter referred to as the Buyer

VZ/19/511

SELLER

Represented by

Place of business

Mailing address

Registered in

BIO-SYS GmbH		
	Position	General manager
Karben / Germany	ID/	B71506
Kiefernweg 10, 61184 Karben, Germany	Tax N.	DE112598994
Frankfurt am Main / Germany	Account number	

THE PURCHASE AGREEMENT

Seller's contract number.....

Buyer's contract number¹.....**A. Special part**

Department of Buyer	Department of Genetics and Microbiology		
Subject of the contract	by the Seller Transfer of ownership of the goods to the Buyer Delivery to the place of delivery Installation Providing necessary training with acquired goods to 2 persons (minimum six hours) Removal of packing material Handover of documents		
	by the Buyer Receipt of the goods at the point of delivery Payment of the purchase price		
Description of goods	New and unused: Bioreader® 7000 -F-z-I Further definition of the goods specified in the Annex 1 and 2.		
Delivery date	Not later than 12 weeks	Place of delivery	BIOCEV, Průmyslová 595, 252 50 VESTEC, Czech Rep., room A2.024
Price without VAT in Euros	65 000,-		
Payment of invoices	30 days after delivery	Basic terms of payment	- Advance is not provided - Payment after delivery / installation of goods - Number of this contract must be on the invoice
The warranty period	24 months	removal of defects warranty	On-site service at the latest in 72 hours and other defects within 25 working days from notification
Place of removal of defects	Customer site or BIO-SYS GmbH, Kiefernweg 10, 61184 Karben / Germany	Contact for notification of warranty defects	BIO-SYS GmbH Ma Tel.: +
Parts which wear out quickly (wear parts)	---	Warranty on wear parts	---
Terms of sanctions	- For delay with payment of financial performance. Interest on late payment 0,05 % of the owed amount for each day of delay - For delay in delivery of goods a penalty of 0.05% of the price for each day of delay - For delay in removing reported warranty defects 0.01% of the price for each failure to cure the defect and the warranty day delay		
Other arrangements	Seller's Authorized persons (contact) Buyer's Authorized persons (contact)		
Action name	"Fluorescent ELISPOT reader"		

¹To be added manually by the buyer before signing the contract

B. General part

This part regulates detailed conditions of the purchase contract. The Part A defines basic conditions of Contract. In the event of any conflict between the Part A and the Part B of this Contract, the Part A has precedence.

I. Introductory provisions

- 1) The seller must deliver the new and unused goods and provide services associated with the delivered goods. If the Contract is concluded on the basis of a selection or an award procedure the goods must have product properties and parameters required by the buyer in the tender conditions. Goods must fulfil the stated purpose. If the purpose is not expressly stated, it must fulfil the purpose which is determined by the way the goods are generally used.
- 2) The goods delivered contrary to the paragraph 1 of this Article shall be deemed defective.

II. Invoicing and payment terms

- 1) The purchase price includes all costs and profit of the seller. The purchase price includes, in particular customs, taxation, banking and other fees, transport and installation of the goods, putting into a permanent operation, removal of packing material, an operator training and the buyer's costs for warranty service. The purchase price is fixed and complete and includes complete delivery.
- 2) The buyer shall pay the purchase price after receiving the goods and documents necessary for the operation of a device and the signature of the protocol of delivery and acceptance of goods, and possibly even the installation of signature of the Protocol, on the basis of an invoice (the "Invoice") with a maturity specified in the Part A of this Contract, which shall commence after the delivery of the invoice to the buyer.
- 3) The date of payment of the purchase price shall be considered the day on which the amount is debited from the account of the buyer to the seller's account stated on the invoice. The invoice must be in accordance with the generally binding legal regulations, it must contain the maturity date (in accordance with this Contract) and its annexes must contain a copy of the installation protocol signed by both parties. The invoice must contain a number of the Contract. If there is no obligation for the seller to install the goods, a copy of acceptance report signed by both parties shall be attached to the invoice. If the invoice is incorrect or incomplete, the buyer is entitled to return it to the seller for a revision or an amendment. In this case, a new maturity period runs from the date of receipt of the corrected invoice by the buyer.
- 4) If there is a risk that the buyer could be liable for an unpaid VAT within the meaning of § 109 of the VAT Act (č. 235/2004 Sb.), the buyer is entitled to pay the VAT on the deposit account pursuant to § 109a of the VAT Act.

III. Terms of delivery and transfer of title

- 1) The buyer reserves the right in a case of early or late delivery of the goods or incomplete deliveries, at its sole discretion either accept the goods or to reject them and by that withdraw from the Contract.
- 2) The seller delivers the goods with proper accessories. Accessories especially means (installation material, assembly jigs, connectors, jumper cables, user codes, passwords, etc..).
- 3) A protocol about delivery and acceptance of the goods (the "acceptance protocol") shall be drawn up and signed after the delivery and acceptance of the goods. The acceptance Protocol must include, among other things, information about the frequency and method of revisions. If there is a seller's responsibility to install the product, there shall be drawn up and signed an installation protocol by both parties about the installation of goods, commissioning and testing.
- 4) The buyer is obliged to accept the goods only if it is free of defects. The buyer is entitled to refuse defective goods.
- 5) The seller's and buyer's Authorized persons listed in the Part A of this Contract are entitled to collect the goods and pass and sign the acceptance protocol, and if the goods will be installed by the seller, Authorized persons are entitled to sign the installation protocol.
- 6) The seller agrees to deliver to the buyer the documents necessary for the proper use of the goods, for example appropriate approval certificates, declarations of conformity, instructions for usage and operation, assembly and installation instructions.
- 7) The buyer shall acquire right of ownership to the goods at the time of signing installation protocol by both parties. If there is not an obligation of the seller to install the goods, right of ownership to the goods passes to the buyer upon signing the acceptance protocol.
- 8) Risk of damage to the goods passes to the buyer upon signing the installation protocol. If there is not an obligation of the seller to install the goods, risk of damage passes to the buyer upon signing the acceptance protocol.
- 9) If the seller is required to install the product, the installation shall be completed immediately after the delivery of goods and without undue delay. The seller is obliged to perform the installation with professional care and warn the buyer about risks associated with the placement of goods. The seller is obliged to refuse an installation of the goods if the conditions specified by the manufacturer or by generally binding legal regulations for its implementation are not met.
- 10) If the seller is obliged to train operators, he must do so upon delivery, unless the parties agreed otherwise. The seller is obliged to provide the buyer with the necessary cooperation, in particular to determine the persons whom shall participate in the training and ensure their participation in the training.

IV. Guarantee of quality (warranty)

- 1) The seller provides the buyer a guarantee of quality (warranty) for the period specified in the Part A of this Contract. The guarantee (warranty) begins on the installation of the goods, unless the seller is obliged to perform, then it begins after the signing of acceptance protocol.
- 2) The seller guarantees that the product will have the usual characteristics or properties stated by the Contract during the guarantee period.
- 3) Warranty service is provided free of charge by the seller and includes all costs associated with the warranty service, especially the costs of spare parts, travel and labour services of a technician.

- 4) In the event that the goods are a medical device according to the law No. 268/2014 Sb., the seller is obliged to do free periodic safety technical inspections of goods in accordance with the law No. 268/2014 Sb. and its implementing regulations.
- 5) The buyer announces warranty defects to the Contract for notification of warranty defects or seller's Authorized person referred to in the Part A of this Contract. Seller shall start examining and working on the removal of the claimed defects after the receipt of the notice of defects without undue delay. If the seller will not be able to remove the defects within the period of time provided for removal of warranty defects set out in the Part A of this Contract, the seller will provide and deliver an adequate replacement device or devices that functionally replace the defective goods, until the defective goods are repaired and put into operation.
- 6) If the warranty defects are removed by the seller according to the Part A of this Contract, the buyer sends notice along with the goods.
- 7) The warranty period does not run as long as the buyer cannot use the goods for its defects, for which is the seller accountable for.
- 8) The warranty does not cover damage to the goods caused by an improper or incorrect installation or an incorrect operation contrary to the instructions given in the operating instructions, or an inadequate storage contrary to its technical characteristics.
- 9) The buyer is entitled to withdraw from the Contract if he cannot deliver the notice of defects to the seller.
- 10) If the seller is in default with the removal of warranty defects, the buyer has the right to withdraw from the Contract after providing an additional reasonable time for removal of defects.
- 11) In the event that the warranty defect is not repairable defect, the buyer is entitled to withdraw from the Contract or to request delivery of new goods.
- 12) In the case of an unjustified notice of defects the buyer pays the costs of removing defects.
- 13) The buyer has the right for the removal of defects even if the defects were knowable during the Contract closure.

V. Final negotiations

- 1) Contract's penalties are set out in the Part A of this Contract.
- 2) If the goods or its part meet the criteria of a copyrighted work, the seller transfer to the buyer even the non-exclusive license to all types of usage of such work without the restrictions of time or spatial constraints. The buyer is not obligated to use the work. The price of the license is included in the purchase price.
- 3) Individuals who enter into this Contract on behalf of each party signature the Contract claim that they are entitled to make a valid contract.
- 4) The seller is not entitled without the prior written consent of the buyer to assign any rights or duties arising from this Contract to a third party.
- 5) The seller agrees to cooperate with the control pursuant to §13 paragraph. 3 of Law no.320/2001 Sb., on financial control.
- 6) If the Contract follows the selection or procurement procedure, then this contractual relationship governed by these documents are of descending importance:
 - a) Annexes to this Contract,
 - b) the tender documentation,
 - c) offer of the seller.
- 7) This Contract can only be modified by numbered amendments in writing signed by both parties.
- 8) The seller undertakes the risk of a change in circumstances within the meaning of § 1765 paragraph. 2 of the Civil Code of the Czech Republic
- 9) The buyer excludes the possibility of accepting new contract or variation to the contract or addition to the contract within the meaning of §1740 paragraph. 3 of the Civil Code of the Czech Republic.
- 10) The Contracting Parties agree that the rights and obligations of this agreement shall be governed by the Civil Code of the Czech Republic.
- 11) The seller acknowledges that the buyer is obliged to publish all contracts including its annexes and any amendments if the price of performance is greater than 50 000 CZK without VAT. The seller agrees that the buyer discloses the Contract pursuant to the Act No. 340/2015 Sb. or/and also according to the Act No. 134/2016 Sb. as a whole, because there is no information in the contract which disclosure would be an unlawful interference with the rights and obligations of the seller or its employees. The seller agrees that the contract will be disclosed, including manual signatures of representatives of the parties.
- 12) The Contracting Authority assumes that this Contract will be signed electronically. If this Contract is in paper form, it will be written in two counterparts. Each of the Contracting Parties shall receive one counterpart.
- 13) This Contract shall enter into force upon a signature by both parties. This Contract shall enter into effect upon publication of the Contract pursuant to the Act No. 340/2015 Sb.
- 14) The Contracting Parties declare that they have read this Agreement, and that it was made after mutual negotiation using their free, serious, determinate and comprehensible will, not in distress or grossly disadvantageous conditions.

In Prague

prof.
 Buyer: **RNDr. Jiří Zima, CSc.**
 Zima, CSc.

 prof. RNDr. Jiří Zima, CSc.
 Dean of Faculty of Science,
 Charles University

Digitálně podepsal
 prof. RNDr. Jiří
 Zima, CSc.
 Datum: 2019.08.13
 09:07:16 +02'00'

In Karben, date 17.07.2019

Seller:

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C
 B

Absolute (minimum) technical requirements Fluorescent ELISPOT reader			
	Name of the technical parameter including the required upper / lower limits	Met by the Supplier YES/NO	Possible specification of the offered product²
1.	Number of fluorescent excitation sources: at least 4	Yes	4 installed (typically green, orange, red and UV), max. 6 are possible
2.	Number of emission filters: at least 7	Yes	Max. 8 (4 installed)
3.	Motorized zoom lens with autofocus	Yes	1 motorized microscope zoom lens with autofocus (for slides and up to 96 well plates) plus 1 motorized macro zoom lens with auto focus (for 96 well up to 6 well plates) plus 1 fix focal length lens with autofocus (for 35 up to 100 mm Petri dish) For details see Appendix system details §5 and §7
4.	Camera resolution: at least 25 megapixels	Yes	41 MPixel
5.	Supported plate formats: at least 384 – 6 wells including 96, 48, 24, and 12 wells	Yes	384 – 6 well plates including 96, 48, 24, and 12 well plates plus 35, 55, 100 mm Petri dish plus microscopic slides. For details see Appendix system details §4 and §7
6.	Cell counting in hemocytometer	Yes	Adapter for classical hemo-cytometers and new type of disposable Digital BIO hemo-cytometer plus microscopic slides provided. For details see Appendix applications §3 - §5 (pages 9-10)
7.	Analysis of histological slides	Yes	Adapter for microscopic slides provided.

² The Supplier will provide the parameter specification in a separate chapter of the tender bid.

			For details see Appendix system details §4 and §7 (pages 4 and 6)
8.	Software for quality control, cell, plaque, and colony counting, and analysis of dual color spots and multicolor fluorescence spots	Yes	For details see Appendix applications §1 and §13 (pages 8 -12)
9.	Personal computer: processor with PassMark ≥ 9000 , RAM ≥ 16 GB, HDD ≥ 1 TB, monitor at least 24" 1920 x 1200, operating system MS Windows	Yes	Personal computer: processor with PassMark ≥ 11.000 , RAM ≥ 16 GB, HDD ≥ 1 TB, monitor with at least 27" (2560 x 1440 resolution), operating system MS Windows 10 Pro and Microsoft Office