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## PURCHASE AGREEMENT

File no.: 790009

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On the below mentioned day, month and year the following parties entered into

### **Česká geologická služba, státní příspěvková organizace (state contributory organization)**

Registered office: Klárov 131/3, 118 21 Prague 1  
Represented by: Mgr. Zdeněk Venera, Ph.D., director  
Telephone, fax: [REDACTED]  
Business ID No. (IČO): 00025798  
Tax ID No. (DIČ): CZ00025798  
Bank account no.: [REDACTED]

[REDACTED]  
Contact person for monetary performance: John M. Hora, PhD., [REDACTED]  
[REDACTED]  
(hereinafter referred to as the "Buyer")

**and**

### **Elemental Scientific Instruments, Ltd.**

Registered office: 7 Avro Court, Ermine Business Park, Huntingdon, Cambs, PE29 6XS, United Kingdom  
Represented by: Aurelien Viscardi  
E-mail: [REDACTED]  
Telephone, fax: [REDACTED]  
Business ID No. (IČ): 8909440  
Bank details:

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Wells Fargo Bank, N.A.

Bank Branch Number: 40-51-33

One Plantation Place, 30 Frenchchurch Street  
London EC3M 3BD  
United Kingdom

Account Name: Elemental Scientific Instruments, Ltd.

Account Number: 88004847

Sort Code 40-51-33

SWIFT Code: PNBPG2L

IBAN: GB94PNBP16567188004847

(hereinafter referred to as the "Seller")

(The Buyer and the Seller are jointly referred to as the "**Contracting Parties**" or individually as the "**Contracting Party**") this Purchase Agreement (hereinafter referred to as the "Agreement") pursuant to the provisions of Section 2079 et seq. of the Civil Code, as amended (hereinafter referred to as the "Civil Code")

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## I. Preamble

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1. Within the award procedure for a public supply contract entitled "Purchase of a microsampling device including accessories – Part 1", on 11 February 2019, the Seller submitted to the Buyer the quotation, which was selected as the only suitable tender. Following this circumstance, the Contracting Parties have agreed to enter into this Agreement.
2. The Contracting Parties declare that all the conditions set forth in the tender dossier for the award procedure in question and in the Seller's tender bid are valid also for the performance of this Agreement.
3. The Seller declares that it is entitled and competent to perform the subject of this Agreement and undertakes to maximally protect the Buyer's interests.

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## II. Subject of the Agreement

1. The Seller undertakes to deliver to the Buyer duly and timely Micromill device for sampling of geological materials, with integrated microscope and precise sample stage

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Česká geologická služba, státní příspěvková organizace

Klárov 131/3, 118 21 Prague 1

Business ID No. (IČ): 00025798 DIČ: CZ00025798

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position control capability, hereinafter referred to as the "Goods") and to transfer to the Buyer the title to such Goods under the terms and conditions stipulated in this Agreement.

2. The supply of the Goods shall mean:
  - a) The supply of new, fully functional and complete Goods; the Goods must be of a first class quality, unused and corresponding to applicable technical standards, laws and regulations and regulations of the manufacturer.  
  
The detailed specification of the Goods is contained in the technical terms that form Annex No. 1 to this Agreement.
  - b) The supply of manuals for accessories in Czech or English language and other documents related to the Goods (e.g. warranty certificate);
  - c) The supply of the Goods to the place of performance.
3. The Seller further undertakes to introduce installation of the Goods and train the selected Buyer's employees in accordance with Annex No. 1.
4. The Buyer undertakes to accept the Goods from the Seller and to pay to the Buyer the purchase price in the amount and under the conditions set forth in this Agreement.

### **III. Place and Term of Performance**

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1. The Buyer's workplace at Česká geologická služba, Geologická 6, 152 00 Prague 5 shall be the place of performance.
2. The Seller undertakes to deliver the Goods at the latest within three months following the receipt of a written request by the Buyer to provide performance under this Agreement, to the place of performance in accordance with Article II. (2) of this Agreement. The Seller is not entitled to deliver the Goods without the above-mentioned Buyer's written request to provide the performance.
3. The Buyer has the right to refuse to accept the Goods that will be manifestly defective or will be delivered in contrariety to the terms of this Agreement. In such a case, it is obliged to confirm the refusal to accept the Goods duly and to confirm the reasons in the handover protocol.

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## **IV. Purchase Price and Payment Conditions**

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1. The agreed purchase price of the Goods is EUR 43,790.00 (in words: EUR forty three thousand seven hundred ninety) excluding VAT (hereinafter referred to as the "Purchase Price") according to the quotation of 11 February 2019, which forms Annex No. 2 to this Agreement.
2. The Purchase Price is negotiated as maximum and cannot be exceeded, including all costs incurred by the Seller for the fulfilment of its obligation ensuing from this Agreement, i.e., the price of the Goods, including transportation and other related costs.
3. VAT will be resolved under the reverse charge regime.
4. The Buyer will pay the Purchase Price by wire transfer to the Seller's bank account specified in the header of this Agreement on the basis of a tax document (invoice) issued by the Seller after the proper receipt of the Goods by the Buyer through protocol.
5. The Buyer shall not provide the Seller with any advance for the purchase price of the Goods.
6. The invoice must contain the particulars of a tax and accounting document in accordance with the Act No. 563/1991 Coll., on Accounting, as amended, and the Act No. 235/2004 Coll., on Value Added Tax, as amended and shall contain particulars of a commercial document according to Section 435 of the Civil Code. The purchase agreement will be marked with the Buyer's file number (see also the header of the Agreement). In the event that the invoice does not have the requisite details, the Buyer is entitled to send it back to the Seller for correction or supplementation within the due date. The due date commences from the re-delivery of the corrected or completed invoice to the Buyer.
7. The invoice due date is 30 calendar days from the date of its delivery to the Buyer.
8. The Purchaser's obligation to pay the Purchase Price is fulfilled on the date of debiting the relevant amount from the Buyer's account in favour of the Seller.

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## **V. Hand-over and Take-over of the Goods. Passing of the title**

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1. The Buyer acquires title to the Goods by taking it over at the place of performance. At the same time, the risk of damage in the Goods passes to the Buyer.

## **VI. Quality Warranty, Sanctions, Withdrawal from the Agreement**

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28. The Seller shall provide the Buyer with a quality warranty of 24 months. The warranty period commences from the date of take-over of the Goods.
29. The Buyer shall raise the defects with the Seller without undue delay after learning thereof.
30. In the event of a warranty defect, the Seller is obliged to ensure the implementation of the warranty service the next business day after the Buyer notifies the defect and do so at the place of installation or placement of the Goods, to find out the cause of the defect and to remove it free of charge as soon as possible.
31. The Buyer is entitled to reimbursement of the necessary costs incurred in connection with exercising the rights ensuring from the defect.
32. The telephone notification and then a written (including email) notification of defect to the Seller is considered making the claim.
33. If the defective performance constitutes a fundamental breach of this Agreement, the Buyer has the right to have the defect removed by delivering new Goods without defect or by delivering the missing Goods, by repairing the Goods, to receive a reasonable discount or withdraw from this Agreement. The Contracting Parties have agreed that, in particular, the following will be considered a fundamental breach of the Agreement:
  - a) The impossibility of removing the defect of the delivered Goods;
  - b) The Seller's delay in delivering the Goods for more than 30 days.
  - c) If the Seller has assured the Buyer that the Goods have certain characteristics, in particular, the characteristics expressly warranted by the Buyer, or that it has no defects, and this assurance will subsequently prove to be untrue.
34. The Buyer is further entitled to withdraw from the Agreement if it finds out that the Seller:

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- a) Offered, provided, accepted or mediated certain values in order to influence the behaviour or conduct of anyone, whether a civil servant or someone else, directly or indirectly, in the award procedure or in the implementation of the Agreement; or
- b) Distorted any facts in order to influence the award procedure or the implementation of the Agreement to the detriment of the Seller, including the use of fraudulent practices to suppress and reduce the benefits of free and open competition.
35. Withdrawal from the Agreement must be in writing. By withdrawal the obligation created by the Agreement is cancelled from the outset. The withdrawal effects occur as of the date of delivery of the withdrawal from the Agreement to the Seller. Withdrawal from the Agreement does not affect the right to compensation for damage arising from the breach of contractual obligations, the right to payment of contractual penalty and interest on late payment, if already due, or an agreement on how to resolve disputes and choose the law.
36. In the event of non-observance of the delivery period of the Goods or in case of delay with the removal of the defect of the Goods, the Seller is obliged to pay the Buyer a contractual penalty of 0.2% of the Purchase Price for each, even commenced day of delay.
37. The contractual penalty is payable within 30 calendar days of the date of delivery of the call for payment. The due date is the date on which the relevant amount is credited to the Buyer's account.
38. The right to compensation of loss in full shall not be affected by exercising the rights ensuing from defects or contractual penalties.

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## VII. Final Provisions

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1. This Agreement and the rights and obligations arising therefrom are governed by Czech law. The rights and obligations of the Contracting Parties, if not regulated by this Agreement, are governed by the Civil Code and related regulations.
2. This Agreement is made in four counterparts, of which each Contracting Party shall receive two.

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3. The Agreement shall enter into force on the date of its signature by both Contracting Parties and effect on the date of its publication in the Register of Contracts.
  4. Any amendments and modifications to the Agreement shall be made in the form of written, numbered amendments signed by the authorized representatives of the Contracting Parties.
  5. The Seller is not entitled without the Buyer's consent to assign its rights and obligations arising from this Agreement.
  6. The Seller is obliged to cooperate in the performance of financial control under the Act No. 320/2001 Coll., on Financial Control, as amended. The Seller further undertakes to allow all authorized entities to audit the documents relating to the performance of the Public Tender for a period determined for archiving thereof in accordance with applicable law.
  7. The Contracting Parties take over the risk of changing circumstances in relation to the rights and obligations of the Contracting Parties arising under this Agreement. The Contracting Parties exclude the application of the provision of Section 1765 (1) and Section 1766 of the Civil Code with respect to their contractual relationship established by this Agreement.
  8. The Seller undertakes to make every effort to duly comply with this Agreement, to protect the Buyer from the damages, losses and unnecessary expenses, which may arise in connection with this Agreement and to provide all necessary documents, consultations, assistance and other necessary cooperation to the Buyer.
  9. The Contracting Parties have agreed that the court with territorial jurisdiction over possible disputes arising out of this Agreement shall be the court of the place of the Buyer's registered office.
  10. In the event that any provision of this Agreement is or becomes invalid and/or ineffective, other provisions of the Agreement remain valid and effective. The Parties hereby agree to replace the invalid (ineffective) provision of the Agreement with other valid and effective provision which, in its contents and purpose best corresponds to the contents and meaning of the original invalid (ineffective) provision.
  11. The Seller agrees without reservations to the disclosure of its identification and other parameters of the Agreement, including the Purchase Price in accordance with applicable law. The Buyer shall make publication in the register of contracts.

12. The Contracting Parties confirm the authenticity of the Agreement and declare that they have read the Agreement, agree with its contents that the Agreement was written on the basis of true facts, from their true and free will and without unilaterally unfavourable conditions, which they confirm by their signature, or more precisely signature of their authorized representative.

13. The below-mentioned annexes form an integral part of the Agreement:

**Annex No. 1:** Technical conditions

**Annex No. 2:** Quotation of 11-Feb-19

In PRAGUE on 7<sup>TH</sup> AUGUST 2019

  
Čes. .... n.D., director

In Paris..... on 12<sup>th</sup> Of June 2019.....

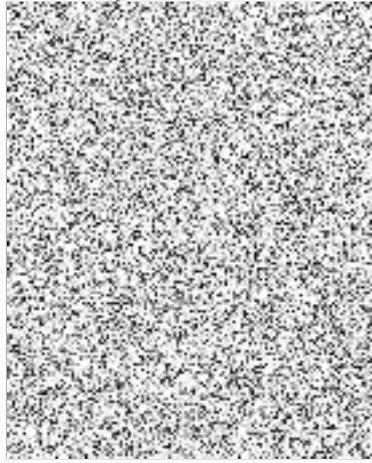
Account Manager - M. VISCARDI AURELIEN

  
Scientific Instruments Franc...  
Paris 75169 PARIS  
024...

Nákup zařízení pro Mikrovzorkování			
	Výrobce:	Producer:	
	Typ zařízení:	Instrument:	
Číslo / No.	Nabízené zařízení musí splňovat následující technické požadavky:	The required equipment must fulfill the following technical requirements:	Požadovaná hodnota / Requested value
	Obecná charakteristika	General description	
M1	Zařízení určené pro pořizování práškových vzorků vrtáním z prostorově definovaných oblastí leštěných vzorků (výbrusů a nábrusů) geologických materiálů. Zařízení zahrnuje integrovaný polarizační mikroskop pro vizuální kontrolu vzorku. Je schopné odvrátit práškový vzorek podél dráhy zvolené pomocí obslužného software na snímku z integrovaného mikroskopu. Umístění vrtané dráhy a její opakovatelnost musí být dostatečně přesná na to, aby bylo možné odebrat zóny preparátu méně než 100 mikrometrů široké.	The Instrument intended for obtaining samples from spatially-defined domains in polished sections of geological materials. The instrument should have an integrated microscope for visualizing the sample surface, and be capable of milling along a path of arbitrary shape that can be defined by the operator using software and the aforementioned microscope image. Positioning of the milling path and its reproducibility should be precise enough to allow for extraction of individual zones with < 100um width.	Ano/Yes
	Micromill	Micromill	
M2	Mikroskop vybavený při nejmenším objektivy pro zvětšení 10x a 30x.	The microscope is capable of at least 10x to 30x magnification.	Ano/Yes
M3	Mikroskop vybavený barevnou CCD kamerou pro snímání vzorku	The microscope is equipped with color CCD video camera for imaging of the sample	Ano/Yes
M4	Zorné pole mikroskopu větší nebo rovno	The microscope's camera field of view equal or larger than	20mm
M5	Osvětlení vzorku v dopadajícím i procházejícím světle, možnost pozorování v polarizovaném světle	Imaging in both top illumination and transmitted light modes as well as polarized light	Ano/Yes
M6	Rozsah pohybu posuvného stolku v osách X, Y a Z nejméně	Motorized sample stage travel range in X, Y and Z axis is equal or larger than	40mm
M7	Velikost kroku motorového posunu stolku ve směru os X, Y a Z nejméně	Stage motor step size in X, Y, and Z directions equal or lower than	2µm
M8	Softwarově regulovaná rychlost vrtání v rozsahu nejméně 2000 - 30 000 otáček za minutu	Software controlled drilling speed at least in the range from 2000 to 30000 rpm.	Ano/Yes
M9	Nejméně 5 kusů kompatibilních kónických a 5 kusů kompatibilních cylindrických vrtáků	Supply of at least 5 compatible conical and 5 compatible cylindrical spare drill bits.	



	Software	Software	
M10	Snímání obrazu vzorku v průběhu vrtání		
M11	Přímé zadání dráhy pro vrtání v obrazu vzorku na obrazovce	Live video image during sampling	Ano/Yes
M12	Kontrola náklonu (z-tilt) a hloubky vrtání	On-screen definition of sampling path	Ano/Yes
M13	Export pořízených snímků	Z-tilt correction and depth control of sampled volume	Ano/Yes
		Capability of exporting/saving acquired images	Ano/Yes



# Quotation



# Elemental Scientific

## LASERS



Reference No: AVI-Micromill-John\_Hora

Date: 11-févr-19

**For the attention of:**

John Hora  
Czech Geological Survey  
Geologicka 6  
15200 Praha 5 -Czech Republic  
john.hora@geology.cz

**Please make out order to:**

ELEMENTAL SCIENTIFIC INSTRUMENTS,  
LTD.  
7 Avro Court, Ermine Business Park,  
Huntingdon, Cambs, PE29 6XS

**Please send order to:**

ELEMENTAL SCIENTIFIC INSTRUMENTS,  
LTD.  
7 Avro Court, Ermine Business Park,  
Huntingdon, Cambs, PE29 6XS

Page: 1 of 1  
Validity : 30 days  
Project : Micromill

ITEM	QTY	PART NO	DESCRIPTION	Buy PRICE
1	1	Micromill	<p><b>Micromill</b></p> <ul style="list-style-type: none"> <li>*Microsampling device designed for high resolution milling</li> <li>* High-resolution stereo microscope with 6.7X to 40X optical zoom and petrographic features S-video color CCD video camera with 24.5mm to 3.3mm field of-view for imaging and digitizing of sample.</li> <li>* Open-stage architecture accommodates large samples.* Continuously adjustable (360P) cross polarizers.</li> <li>* Low-eccentricity, high-torque DC milling chuck with variable speed (1,200 – 35,000rpm)</li> <li>* Automated 50mm travel in X, Y and Z stages with sub-micron step resolution.</li> <li>* Software-selectable flood and transmitted lighting.</li> <li>* Independent (second) color CCD camera with 3X digital magnification for in-process viewing of mill bit.</li> <li>* Continuously adjustable (360P) cross polarizers.</li> </ul>	42 925.00 EUR
<b>Delivery, Install and Training</b>				
2	1	shipment	shipment	1 020.00 EUR
3	1	Install	Install	3 570.00 EUR
4	1	Warranty	2nd year Warranty	3 500.00 EUR
<b>Total price HT</b>				51 015.00 EUR
<b>Customer discount</b>				-7 225.00 EUR
<b>VAT 0%</b>				
<b>Total TTC</b>				43 790.00 EUR

ALL PRICES SHOWN ARE IN : Euros  
 ALL PRICES SHOWN ARE: NET to  
 WARRANTY: 12 Months (Systems)  
 TERMS: DAP  
 PAYMENT TERMS:  
 DELIVERY TIMESCALE: 12 weeks ARO  
 ALL OTHER CONDITIONS AS PER ELEMENTAL SCIENTIFIC LASERS LLC TERMS AND CONDITIONS