

Masaryk University, Faculty of Science

Place of business: Žerotínovo nám. 9, 601 77 Brno

IC: 00216224, DIC: CZ00216224,

Represented by: doc. Mgr. Tomáš Kašparovský, Ph.D., dean of the faculty

hereinafter referred to as the Buyer

SELLER	ACXYS TECHNOLOGIES		
Represented by	THIERRY SINDZINGRE	Position	CEO
Place of business	Saint Martin le Vinoux, FRANCE	ID/	431 772 490 00048
Mailing address	50 bis Rue des Vingt Toises	Tax N.	
Registered in	Grenoble, FRANCE	Account number	FR76 1009 6182 0800 0266 5310 127

THE PURCHASE AGREEMENT

A. Special part

Subject of the contract	by the Seller Transfer of ownership of the goods to the Buyer Delivery to the place of delivery Training and installation on site (by Skype etc.) Handover of documents Providing a guarantee		
	by the Buyer Receipt of the goods at the point of delivery Payment of the purchase price		
Description of goods	New and unused Further definition of the goods is specified in the Annex 1 and 2		
Delivery date	Not later than December 18th 2019	Place of delivery	Kotlářská 267/2, 611 37 Brno, Czech Republic
Price without VAT	24 753 EUR		
Payment of invoices	15 days after receipt of the invoice and before delivery, if the invoice is delivered in advance	Basic terms of payment	No backups are provided
The warranty period	24 months	removal of defects warranty	Within 25 working days from notification (or sooner if possible);
Place of removal of defects	Brno, Czech Republic or Saint Martin le Vinoux, France	Contact for notification of warranty defects	
Terms of sanctions	<ul style="list-style-type: none"> - For delay with payment of financial performance. Interest on late payment 0.1 % of the owed amount with VAT for each day of delay - For delay in delivery of goods the penalty of 0.1 % of the price with VAT for each day of delay - For delay in removing reported warranty defects 0.3 % of the price with VAT for each failure to cure the defect and the warranty day delay - For not delivery of goods specified in Annex No. 1 and/or 2 is the penalty of 15% of the price with VAT 		
Supplements	Annex No. 1 Absolute requirements (Technical conditions and technical specification – fill in on the basis of the instructions and pattern submitted in the tender documents) Annex No. 2 Technical specification of goods (Part of the " Technical conditions and technical specification " is the official technical documentation of the goods)		

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 or unrepaired goods and provide services associated with the delivered goods. 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 especially includes banking and other fees and transport of the goods, putting into a permanent operation, and the warranty service. The purchase price is fixed and complete and includes complete delivery.
- 2) The buyer shall pay the purchase price before receiving the goods and documents necessary for the operation of a device, if the invoice is delivered in advance.
- 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. 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.

III. Terms of delivery and transfer of title

- 1) The seller delivers the goods with proper accessories. Accessories especially mean (installation material, assembly jigs, connectors, jumper cables, user codes, passwords, etc.).
- 2) The buyer is obliged to accept the goods only if it is free of defects. The buyer is entitled to refuse defective goods.
- 3) 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.
- 4) The buyer shall acquire right of ownership to the goods at the time of signing the acceptance protocol.
- 5) Risk of damage to the goods passes to the buyer upon signing the acceptance protocol.

IV. Guarantee of quality (warranty)

- 1) The seller provides the buyer a guarantee of quality (warranty) for the period specified in the Part A. The guarantee (warranty) begins after the signing of acceptance report.
- 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 part(s).
- 4) The buyer announces warranty defects to the 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.
- 5) If the warranty defects are removed by the seller according to the part A, the buyer sends notice along with the goods.
- 6) The warranty period does not run as long as the buyer cannot use the goods for its defects, for which is the seller accountable.
- 7) 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.
- 8) The buyer is entitled to withdraw from the contract if he cannot deliver the notice of defects to the seller.
- 9) 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.
- 10) 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.
- 11) In the case of an unjustified notice of defects the buyer pays the costs of removing defects.
- 12) 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 agreement on behalf of each Party signing 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) This contract can only be modified by numbered amendments in writing signed by both Parties.
- 6) The Parties agree that the rights and obligations of this agreement shall be governed by the Civil Code of the Czech Republic.
- 7) This contract has two counterparts, the seller will receive one and the buyer will receive one.

- 8) 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.
- 9) This contract shall enter into force upon a signature by both parties and after publishing this contract at <https://smlouvy.gov.cz/>.
- 10) 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 Brno date

In date.....

Buyer:

Seller:

In Brno date 10.10.2019

In Saint Martin le Vinoux, France date 8.10.2019

Buyer:

Seller:

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doc. Tomáš Kašparovský, Ph.D.
dean of the Faculty of Science

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THIERRY SINDZINGRE
CEO
ACXYS TECHNOLOGIES

MASARYKOV UNIVERZITA
Přírodovědecká fakulta
602 00 Brno, Kollárova 2
©

TECHNICAL CONDITIONS – required

The name of the technology / equipment:

Plasma equipment - Device for surface plasma modification of materials at atmospheric pressure without the use of noble gases.

Description of the technology:

This device is designed for research in the field of plasma modification of industrially used materials (polymers, glass, metals, etc.). The device will operate at atmospheric pressure without use of noble gasses and will be able to plasma modify nonplanar surfaces. The device will be possible to implement into the commercially available holders and 3D moving/scanning devices; also device will be able to operate on standard laboratory desk. If the device will be constructed from separate parts: e.g. plasma head and high voltage generator, then these parts have to be connected together by flexible element with length at least 2 m.

The supplier confirms that the goods meet all required technical parameters:

Producer/ Manufacturer	ACXYS TECHNOLOGIES
Model - type/product name	ULD 60
Basic parameters / characteristics:	
Device will be connected to the electrical power grid with standard Czech/German euro cable for 230V and two-phase voltage	
Plasma device will be capable of the optimal working regime at atmospheric pressure.	
Plasma device will not use any noble gas (e.g. Ar, He, etc.) or its mixtures	
If plasma device will use working gas, then state which and in what purity	
Plasma device will not use for its optimal working regime more than 80l/min of working gas	
The device will have linear dimensions of plasma greater than 50 mm.	
The device will have linear dimensions of plasma smaller than 100 mm.	
The device will be able to effectively plasma modify materials in the distance greater than 15 mm from the border of the plasma head.	
The device will be possible to use for plasma modification of materials that do degrade at temperatures greater than 100 °C	
The device will be possible to implement into the commercially available 3D scanning device for samples/plasma head	
The device as a unit (all its parts – plasma head, HV power supply, etc.) will not have dimensions greater then 600x600x600 mm.	
If the device consists of several smaller parts (plasma unit, HV unit, etc.) then these parts will be connected with flexible element with length greater than 2 m.	

Additional requirements:

Contracting authority requests delivery of new, unused or unrepaired devices.

THIERRY SINDZINGRE
CEO
AcXys Technologies

fill supplier within tender