

PURCHASE ORDER No. 002200050

Customer :

J. Heyrovský Institute of Physical Chemistry of the CAS, v. v. i.



Dolejškova 2155/3, 182 23 Prague 8, Czech Republic
VAT No.CZ61388955

Delivery address :

J. Heyrovský Institute of Physical Chemistry of the CAS, v. v. i.

[Redacted delivery address]

Supplier :

VAT : CHE294293939

MCL - Mad City Labs GmbH

Balz-Zimmerman Str. 7
CH-8302 Kloten
SWITZERLAND

Requested delivery date : 45 days ARO
Delivery term : DAP Prague 8 (INC2010)
Project No. : 880300

We order:

Total Price

according to the Quote No. FC1347 2020 CAS CZ in the Annex and
to the order conditions contained below (page 2)

9 368,00

The MicroStage (R200010)

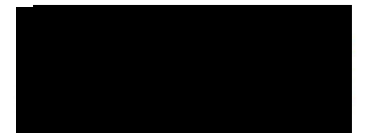
Expected total amount (without VAT)

9 368,00 EUR

Date of issue :05.03.2020

Set up : [Redacted]

PRO.FA FA Intrastat JSD Registr smluv



stamp, signature

ORDER CONDITIONS:

I. INVOICE, TOTAL ORDER VALUE FOR PAYMENT AND FOR CUSTOMS CLEARANCE PROCEDURES in the Czech Republic:

1. Supplier's, (PROFORMA-, CUSTOMS- and FINAL-) INVOICE: all prepared invoices for shipment and payment must include
 - a) all customer's existing costs or additional taxes, fees and charges with the order.
 - b) information about this detail: H.S. Code of each item; Country of origin and delivery terms (acc. Incoterms 2010)
2. We will not accept for customs clearance procedure in the Czech republic the Commercial / Final Invoice with a different / higher price than we pay 30 days net (=9368,- EUR).
3. Total value for the payment and for import customs clearance procedure in Czech republic: 9368,- EUR (incl. handling, all duties and taxes associated with clearing the package from customs in Supplier's country)
4. TAX and DUTY:
Supplier is responsible for all duties and taxes associated with the bank charges by supplier bank and with clearing the package from customs in the Dispatch Country.
UFCHJH is responsible to organize the customs clearance in the Czech republic.
5. The Names of the contact persons should NOT be shown in the billing address
6. Billing address equals "Customer" and "Delivery address". Our VAT No. / EORI No. : CZ61388955

II. ORDER CONFIRMATION

1. Please send your order confirmation in .PDF format via e-mail ASAP.
2. Please always indicate in the Order Confirmation and Invoice the following data:
 - Purchase Order number / - H.S. Code (Customs Tariff Number) / - Country of Origin /
 - Delivery time / - Delivery terms + Place (acc. Incoterms 2010)
3. REGISTER of CONTRACT: This condition is applicable to an Orders with the Total value higher than 1945,- EUR only:
 - a) Please note this order belong under the regime of the Act No. 340/2015 Coll. On the basis of the provisions of this Act is necessary to send us via e-mail your order confirmation ASAP. Due to § 6 the above mentioned Act, this order is not valid until the date of publication in the Register of contracts (information system of the Ministry of Interior in the Czech Republic) see § 4 of the above mentioned Act.
 - b) If the Supplier does not agree to the publication of certain selected agreements or parts of this Order in the Register of Contracts, or in the profile of the Contracting Entity, it is obliged to submit a copy of the Order in electronic form (* PDF format) with a visible mark (crossed out) of those provisions in the Order or in annexes to be excluded from publication, in accordance with the Act on the Register of Contracts. Every page of this counterpart of the Order and its annexes must be initialized by the Supplier legal representative.

III. SHIPPING:

1. We need to receive your Invoice (Invoice for payment) and your shipping notification via email once you despatch the goods (= Final invoice and Track & trace emails with the indications on which delivery phase is the package)
2. Contact person for the shipping agent/courier: [REDACTED]
3. The business hours for acceptance of the goods: working days (Monday-Friday) 8h30-11h and 13h30-14h30 only.
4. Dimensions of each part of the shipment (including the packing): Maximal dimensions for transportation by the lift in our building: width 90 cm, depth 130 cm, height 190 cm
5. WARRANTY: according the specification in your order confirmation
UFCHJH (Mr. Kapusta) is able to carry out unpacking, assembling and installation of the items in his laboratory (room Nr. 218).
This fact in no way affects the warranty conditions.
6. REQUEST SINGLE SHIPMENT

IV. PAYMENT TERMS: according to your quote, wire transfer based on the invoice

[REDACTED]

[REDACTED]
[REDACTED]

PRO.FA	FA	Intrastat	JSD	Registr smluv
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[REDACTED]

.....
stamp, signature



MAD CITY LABS GMBH

0300 S

Address Schaffhauserstrasse 115
Kloten, CH-8302
Switzerland

Company Number CH-020.4.045.621-0

Tax ID CHE-294.293.939 MWST

Date 2/28/2020

Quote Name FC1347 2020 CAS CZ

Quote Number 00005644

Expiration Date 3/19/2020

Prepared By [REDACTED]

Email [REDACTED]

Phone [REDACTED]

Contact Information

Account Name J. Heyrovský Institute of Physical Chemistry of the ASCR, v. v. i.

Bill To Name J. Heyrovský Institute of Physical Chemistry of the ASCR, v. v. i.

Bill To Dolejšková 2155/3
VAT No: C261388955
Prague 8, 182 23
Czech Republic

Shipment Address Dolejšková 2155/3
[REDACTED]
Prague 8, 182 23
Czech Republic

Contact [REDACTED]

Contact Email [REDACTED]

Contact Phone [REDACTED]

Contact Fax [REDACTED]

Product	Product Description	Sales Price	Quantity	Total Price
MicroStage (with encoders)	The MicroStage is a precision, stepper motor driven, micropositioning system for inverted optical microscopes. Long range (25 mm) linear positioning is provided in two axes (XY) with high resolution and excellent repeatability. The included MicroDrive controller connects to a PC via a standard USB port. Comes with 50nm encoders, sample holders (slide, coverslip) and Gamepad.	EUR 9,068.00	1.00	EUR 9,068.00

Subtotal	EUR 9,068.00
Total Price	EUR 9,068.00
Shipping and Handling	EUR 300.00
Grand Total	EUR 9,368.00

Delivery Information

Payment Terms NET 30

Incoterms DAP Destination, prepay and add.

Lead Time 45 days ARO

Standard shipping method is Federal Express Standard Overnight/International Priority. If you wish to use your own FedEx or UPS account please specify the account number on your purchase order.

Prices ex VAT - Buyers outside Switzerland are responsible for custom duties, VAT, importation taxes, and local taxes.

International Harmonized code for import purposes: 90119010 & 901290 (microscopy), 902780 (nanopositioners), 903289.

Germany: 90119010000 - import taxes can be always written off through Form 0121, www.zoll.de.

Please provide Tax ID / VAT number to facilitate customs clearance.

Country of Origin: USA

Terms and Conditions



MAD CITY LABS GMBH

Address Schaffhauserstrasse 115
Kloten, CH-8302
Switzerland

Company Number CH-020.4.045.621-0

Tax ID CHE-294.293.939 MWST

Date 2/28/2020

1. Price. Quoted prices on the products are exclusive of all sales, excise and other taxes, and exclusive of freight, installation, handling and storage charges, any or all of which, as applicable will be added to the invoice as a separate charges to be paid by the Buyer or otherwise charged as indicated in these Terms and Conditions. Prices are effective for all purchase orders received from Buyer within 30 days of the date of Mad City Labs GmbH's formal price quotation, and thereafter subject to changes. Mad City Labs GmbH reserves the right to increase prices in cases where modifications requested by the Buyer give rise to additional costs. Verbal price estimates are not binding.

2. Payment Terms. Buyer agrees to pay the total amount shown as due on each invoice within 30 days after the date of such invoice notwithstanding any repairs, corrections or adjustments that may have to be made. Special (custom) orders for products pursuant to Buyer specifications, are subject to payment of 50% of quoted price at time of acceptance of purchase order. Invoices will be dated as of date of shipment except if products are stored at Buyer's request for more than 30 days beyond completion of their manufacture, in which case, invoices will be dated as of the date of product completion. Mad City Labs GmbH shall reserve the right to charge interest at a rate not in excess of 18% per annum (but in no event more than the amount permitted by applicable law) upon any sum not paid by the due date. Mad City Labs GmbH shall be entitled to collect from Buyer for all expenses of collection, including attorneys' fees.

3. Delivery. Terms shall be FCA Madison, Wisconsin, USA for delivery by Federal Express (or similar carrier) with all freight charges, including special handling charges of carrier, paid by Buyer. Buyer shall bear all risk or loss or damage upon delivery of products to carrier at point of shipment, Madison Wisconsin USA.

4. Delays. Mad City Labs GmbH is not liable for any delay in the performance of orders or contracts, or in the delivery or shipment of products, or any damages suffered by Buyer by reason of such delay, when such delay is, directly or indirectly, caused by or in any manner arises from, fires, floods, earthquakes, accidents, Acts of God, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or any other cause or caused beyond its control. All orders or contracts are given and accepted with the understanding that they are subject to Mad City Labs GmbH's or Mad City Labs, Inc.'s ability to obtain materials from manufacturers and suppliers and are subject to manufacturing schedules and government regulations that may be in effect from time to time. Failure to meet a delivery date shall not give cause to either cancellation of the order, or liability on the part of Mad City Labs GmbH. Mad City Labs GmbH may elect to make partial shipments.

5. Title. Upon issuance of Buyer's purchase order and Mad City Labs GmbH acceptance thereof, Buyer thereby shall be considered to have granted to Mad City Labs GmbH a security interest in all products delivered to secure the payment of invoiced amounts due. Buyer agrees to execute and deliver to Mad City Labs GmbH, upon request, UCC financing statements and other documents reasonably requested by Mad City Labs GmbH to perfect its security interest in the products.

6. Cancellations and Change Orders. Accepted purchase orders can be cancelled or changed only with Mad City Labs GmbH's written consent and upon terms that will indemnify Mad City Labs GmbH against all losses, costs and damages it sustains directly or indirectly related to the cancellation or change. All special orders are non-cancellable and non-changeable. A restocking fee of 100% of the purchase price is applicable to all invoiced orders.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.)

9. IN NO EVENT SHALL MAD CITY LABS GMBH BE LIABLE TO BUYER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER INDIRECT DAMAGES, OR FOR LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, ARISING OUT OF THE MANUFACTURE, SALE, SUPPLYING OR FAILURE OR DELAY IN SUPPLYING OF THE PRODUCTS OR THE SERVICES RELATED THERETO, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT.

10. Controlling Provisions. To the extent there is a conflict between these Terms and Conditions of Sale and Buyer's purchase order, these Terms and Conditions of Sale shall be controlling.

11. Termination. Each purchase order issued by Buyer in connection with Mad City Labs GmbH's quotation is subject to acceptance by Mad City Labs GmbH. If Buyer defaults in the payment of any sum due Mad City Labs GmbH or commits any other breach of any of the terms or conditions herein or if there is a material change in the ownership or financial conditions of the Buyer which is considered unsatisfactory to Mad City Labs GmbH, then Mad City Labs GmbH may, without prejudice to any other rights which may have accrued or which may accrue to it, whether under contract or at law or equity, refuse to accept any purchase order and may terminate any order immediately.

12. Governing Law. Any contract between the parties shall be construed and governed in accordance with the laws of Switzerland.

13. Mad City Labs GmbH's and Mad City Labs, Inc.'s Property. All specifications, drawings, tools, jigs, dies, fixtures, materials, equipment and other items furnished by Mad City Labs GmbH or Mad City Labs, Inc., or the cost of which is charged against this order shall be confidential and shall be and remain the property of Mad City Labs GmbH or Mad City Labs, Inc.. The sale of products by Mad City Labs GmbH to Buyer shall not be construed as a license of any trade secret right, trademark, patent or copyright.

14. Patents. The Buyer agrees to defend, indemnify and hold Mad City Labs GmbH and Mad City Labs, Inc. and its distributors and dealers in, and users of the products of Mad City Labs, Inc. harmless against any and all losses, damages or liabilities arising out of any demand, claim, action, litigation or judgement (each, a "Claim") involving infringement or alleged infringement of the U.S. and/or foreign patent by any product furnished hereunder.

15. Patent Rights. Patent rights to all improvements embodied in products, designs, tools, patterns, drawings, information and equipment supplied by Mad City Labs GmbH under this contract and exclusive rights for the use and reproduction thereof are reserved by Mad City Labs GmbH.

16. Confidential Information. Buyer agrees to treat the products supplied by Mad City Labs GmbH, related documentation, specifications and any other papers accompanying purchase orders as the confidential information ("Confidential Information") of Mad City Labs GmbH and Mad City Labs, Inc. and shall not disclose such Confidential Information other than to its employees and agents who need to know such information and who are informed of the



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7. Inspection and Rejection. All products shall be examined by Buyer upon receipt of Buyer. If products are damaged upon receipt or do not conform to agreed specifications, products shall not be moved from point of delivery, and a written claim must be filed with Mad City Labs GmbH within 5 business days of date of delivery. Upon receipt of a written claim for damaged or nonconforming products, Mad City Labs GmbH will notify Buyer in writing if products are to be returned, or if products will be repaired or if a credit will be issued. Whether products are returned or repaired or whether a credit is issued, is within Mad City Labs GmbH's full and complete discretion, subject to the limited warranty set forth below, and shall be Buyer's sole remedy at law or equity.

8. Limited Warranty: Disclaimer. Mad City Labs GmbH warrants that for a period of 1 year following the date of delivery to Buyer Mad City Labs, Inc. products shall conform to the specifications, drawings or other written descriptions contained in any purchase order and shall be free from defects in material and workmanship. This limited warranty applies to the initial purchaser only, or if the initial purchaser is the Distributor, any end-user to which the Distributor re-sells the product, and may be acted upon only by the initial purchaser or end user if purchased from a distributor. Buyer's sole remedy and Mad City Labs GmbH's exclusive liability for a breach of this limited warranty shall be, at Mad City Labs GmbH's option, the repair or replacement of the nonconforming product or part thereof. This limited warranty does not cover normal wear and tear and shall not apply to any product which has been damaged or misused or modified, altered or repaired by any party other than an authorized representative of Mad City Labs GmbH or Mad City Labs, Inc.

confidential nature of such information. In addition, Buyer agrees not to incorporate or permit its' affiliates to incorporate any features of design or construction peculiar to the products supplied by Mad City Labs GmbH into any other product.

17. Indemnification. Buyer will indemnify, defend and hold harmless (including paying reasonable attorneys' fees) Mad City Labs GmbH and Mad City Labs, Inc. and its employees, agents and permitted assigns against all liability to third parties that: (1) arises from Buyer's negligence or willfully wrongful, wanton or reckless conduct that results in death or bodily injury or damage to real or tangible personal property; or (2) arises from or in connection with Buyer's use or resale of any product furnished under this Agreement that violates any third party's trade secrets, proprietary information, trademark, copyright or patent rights.

18. Errors. Any stenographic or clerical errors contained on the face hereof are subject to correction by Buyer.