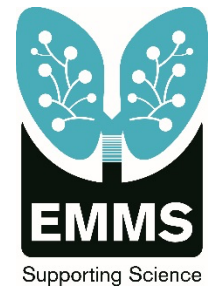


Unit 7, Farringdon Industrial Estate
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Alton, Hants., UK. GU34 3DD
T: +44 (0)2392 008310
sales@emms.email
www.emms.global



PURCHASE CONTRACT

Article 1 – Contracting parties

Buyer:

Institute of Microbiology of the Czech Academy of Sciences, public research institution
Víteňská 1083, 142 20 Prague 4, Czech Republic
ID: 61388971, Tax ID: CZ61388971
Represented by: Ing. Jiri Hasek, CSc. - Director

Seller:

Laboratory Instrumentation Limited (trading as EMMS)
Unit 7, Farringdon Industrial Estate
Brightstone Lane, Lower Farringdon
Alton, Hants., GU34 3DD
United Kingdom
T: +44 (0)2392 008310
sales@emms.email

Article 2 – Object of the contract

2.1 The object of this contract is the purchase of a Whole Body Plethysmography system to measure respiratory parameters in 4 mice simultaneously. The system includes all the necessary parts to deliver aerosol to the animals and to perform a dose response experiment. The system doesn't include a computer that must be supplied by the buyer and needs to be available before the arrival of the system to the customers lab. The computer needs to be a PC equipped with Windows 10 Pro, and Microsoft Office, less than 3 years old with at least these specifications: Intel I5, 8Gb Ram, 500GB HDD/SSD, 2 free USB ports and 22" Monitor.

2.2 The seller is responsible for delivering the equipment to the laboratory designated by the buyer (Institute of Microbiology of the Czech Academy of Sciences, Doly 183, 54922 Novy Hradek, Czech Republic), installing it, and train the end users on how to operate the system.

Article 3 – Purchase Price and Payment terms

3.1 The total purchase price of the system is £31,457 (British Pounds). This excludes any VAT, import duties and other applicable local taxes. Below a description and full price of all the components of the system:

EMMS Part No	Description	Item Cost	Qty	Extended Price
PLY 310	Plethysmograph, Unrestrained Whole Body (90 mm diameter), for Mouse	£900	4	£3,600
AIR 140	Bias Flow, 4 Channels (pull) each 2.5 l/m with controls & meters	£2,116	1	£2,116
AAC 060	Adaptive Acquisition & Amplifier Interface Unit (6 channels)	£1,950	1	£1,950
AMP 110	Adaptive Amplifier, strain gauge type; single channel	£960	4	£3,840
IOU 302	4 Digital Out: gated Counter/Timer e.g., for nebulizer control	£600	1	£600
AEX 142	Aerosol Delivery System for 4 plethysmographs, incorporating CAD 212 Controller with ADR 100 drying column, NEB 340 Aeroneb Nebulizer, AOD 103 Distribution Chamber, ADR 401 in-line desiccants (0.5 Kg) and filters.	£5,025	1	£5,025
TPF 100	Pulmonary Flow Transducer (i.e., pressure transducer for use with pneumotachograph)	£300	4	£1,200
EDQ 100B	EMMS' Data Acquisition (eDacq) - Core Application, including Protocol Functions - USB communication to acquisition unit	£3,200	1	£3,200
EDQ 240	Whole Body Plethysmography Analyser, with real-time Tidal Volume compensation and environmental input multiplexing - includes Flow Derived Parameters Analyser	£8,286	1	£8,286
SHR2XL	Shipping and Handling. Crate. Region 2	£340	1	£340
ITR2D1	Installation and Training at customer site. Region 2	£1,300	1	£1,300
System Total:				£31,457

3.2 The Buyer shall pay the purchase price based on the Seller's invoice after the hand over protocol has been signed. The invoice must have all the necessary elements in accordance with the applicable legislation and a copy of hand over protocol must be attached. For the Buyer, [REDACTED] has the authority to sign the hand over protocol.

3.3 In the event of a delay in payment, the buyer shall pay statutory interest on late payment according to United Kingdom law.

3.4 This contract is valid only if signed by both parties and becomes effective before 15th October 2020.

Article 4 – Obligations of the seller

4.1 The seller is obliged to supply the device under the conditions set out in this agreement.

4.2 The seller is obliged to hand over the complete technical documentation of the device as part of the delivery of the device.

4.3 The seller undertakes to deliver the device to the premises designated by the buyer, demonstration of the operation of the device, training of the operator and testing of the functionality of the device.

Article 5 – Obligations of the buyer

5.1 The buyer is obliged to provide the seller with the necessary cooperation for the delivery of the instrument, in particular to hand over the cleared and prepared premises for the installation within the time required by the contracting authority well in advance.

Article 6 –Delivery time

6.1 The seller is obliged to deliver the device within 10 weeks of the conclusion of this Contract.

6.2 The seller will install and train the users within the following 4 weeks after the system has been delivered.

Article 7 –Warranty conditions and service

7.1 The warranty period for the device is 12 months after the delivery of the system on site.

7.2 It is possible to purchase a maintenance contract thereafter that provides extended warranty of the system and includes a maintenance visit on site to perform preventive maintenance of the system and software upgrades to the latest released version.

7.3 The warranty covers defects caused by material defects or manufacturing defects. It does not cover damages done to the system because of misuse of the system, wear and tear parts or consumables.

7.4 Warranty and post-warranty service is provided directly by the seller.

7.5 Seller will respond within 72 hours through the email or phone if a defect is found in the system during the guarantee period. The seller can notify the buyer about any problems by email (support@emms.email) or phone (+44 2392 008310).

Article 8 – Covid 19

8.1 The seller is not liable for any delay if conditions worsen due to Covid 19 and there are some production delays. The seller is obliged to inform Buyer of any production delay via email [REDACTED]. The Buyer has the right to withdraw from this Purchase Contract in case the production delays are more than 6 months. Withdrawal is effective upon delivery of written notice to the Seller.

8.2 If there are travel restrictions in place when it is time to install the system, the seller will assist the users for a remote installation and provide training through videoconference, followed up by an on site visit once the travel restrictions are eliminated.

Article 9

9.1 The Buyer has the right to withdraw from this Purchase Contract in case the expenses that he / she expects to be found to be ineligible by the Provider or the Controlling Authority. Withdrawal is effective upon delivery of written notice to the Seller.

9.2 The Seller expressly declares that he / she agrees with the publication of the full text of this Agreement in accordance with the provisions of Act No. 340/2015 Coll., On Special Conditions for the Effectiveness of Certain Contracts, Publication of These Contracts, and Register of Contracts (Contract Register Act), other legislation. The parties agree that the Buyer is responsible for the publication of the contract in the contract register.

9.3 This Contract comes into force on the day of its signing by both contracting parties and becomes effective on the day of its publication in the Contract Register.

9.4 The Seller acknowledges that, in accordance with the provisions of Section 2 (a), 1 letter e) of Act No. 320/2001 Coll., on financial control in public administration, including its potential subcontractor, a person obliged to cooperate in the performance of financial control.

9.5 The Seller acknowledges that the Subsidy Provider, or its authorized entities (and possibly other inspection bodies according to the applicable legal regulations), has the right of access within the control for a period of 10 years from the financial termination of the Program to documents related to the execution of this Contract.

Seller

Name – Shaun Linegar

Signature

Position – Director

Date - 5th October 2020



Buyer

Name –

Signature

Position –

Date -