

Biotechnologický ústav AV ČR, v. v. i.
 Place of business: Průmyslová 595, 252 50 Vestec
 IČO: 86652036
 DIČ: CZ 866520360
 Represented by: prof. Ing. Bohdan Schneider, CSc., DSc., director
 hereinafter referred to as the “Buyer”

SELLER:

Represented by:

Place of business:

Mailing address:

Registered in:

VAT payer

Wyatt Technology Europe GmbH		
Dr. Dierk Roessner	Position:	Managing Director
Hochstrasse 12a, 56307 Dernbach, Germany	ID:	48966715
order@wyatt.eu	Tax No.:	DE811476985
Montabaur HRB 13084	Account number:	Westerwald Bank eG, IBAN: DE43 5739 1800 0018 5031 07, BIC: GENODE51WW1
YES		

THE PURCHASE AGREEMENT

Seller's contract number 112581

Buyer's contract number¹.....

A. Special part

Description of goods

New and unused Multi-angle light scattering (MALS) detector together with multiwavelength UV-Vis and refractive index detectors

MALS detector:

- Enables static light scattering measurements at minimum 3 angles
- Measurement range minimum 250 Da to 8 MDa (minimum 11 – 130 nm)
- Sensitivity minimum 1 µg bovine serum albumin in a phosphate-buffered saline solution
- Sensitivity minimum 50 ng (100 kDa polystyrene beads)
- Can be calibrated without the use of size standards
- Enables software-controlled reduction of laser intensity down to 5% of the laser power
- Upgradable to enable performing dynamic light scattering experiments in the same flow cell
- Compatible with Agilent 1260 Infinity system
- Operable in an environment >12°C
- Provide analytical data for measurement range/sensitivity/standard-less calibration

UV-Vis detector:

- Simultaneous measurement of minimum 6 wavelengths
- Acquisition rate >100Hz
- bio-inert flow cell; volume <15 µl
- Wavelength range 190 - 900 nm
- Compatible with Agilent 1260 Infinity system

RI detector:

- Range: 0.3 – 500 µRIU
- Linearity: >500 µRIU
- Refractive index range: 1.00 - 1.75 RIU
- Noise (water, 1.5 sec) - < 3nRIU
- Drift (water, 1mL/min): <0.25 µRIU/h
- Flow rate – 0.3 – 5 ml/min
- Compatible with Agilent 1260 Infinity system

Software:

- Controls simultaneously both the Agilent LC system and MALS/UV-Vis/RI detectors
- Allows synchronization between an LC system and the detectors
- Enables determination of molar mass and radius distributions
- Unlimited number of installations without additional licenses
- Free software updates – minimum 10 years from the installation

Accessories:

- Inline filter holder set for aqueous solvents including bottles
- **Biocompatible analytical column for SEC (including pre-column and fittings), 4.6 x 300 mm, maximum 3 µm bead size, minimum separation range 0.5 – 90 kDa**

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

- Biocompatible analytical column for SEC (including pre-column and fittings), 4.6 x 300 mm, maximum 3 µm bead size, minimum separation range 10 – 1000 kDa
- Biocompatible analytical column for SEC (including pre-column and fittings), 4.6 x 300 mm, maximum 5 µm bead size, minimum separation range 50 – 6000 kDa
- Biocompatible analytical column for SEC, 10 x 300 mm, >45,000 theoretical plates/m – minimum separation range 50 – 5000 kDa

Installation/training/warranty:

- On-site installation
- On-site training - minimum 1 day, minimum 4 people
- Off-site training, including accommodation - 2 days, 2 people

Purpose of goods

The goods will be used for education and research.

Subject of the contract

by the Seller

Transfer of ownership of the goods to the Buyer
 Delivery to the place of delivery
 Handover of documents
 Providing a guarantee

by the Buyer

Receipt of the goods at the point of delivery
 Payment of the purchase price

Delivery date

Not later than 8 weeks after order

Place of delivery

- Průmyslová 595, 252 50 Vestec, Czech Republic

Price without VAT

EUR 114.729,63

Payment of invoices

30 days after receipt of the invoice and after delivery

Basic terms of payment

On the invoice must be:
 - Number of this contract

The warranty period

12 months

removal of defects warranty

Within 30 working days from notification (or sooner if possible)

Place of removal of defects

Průmyslová 595, 252 50 Vestec, Czech Republic

Contact for notification of warranty defects

Wyatt Customer Support
support@wyatt.eu
 +49 2689 925 0

Annexes

Technical list of the goods (made by the Seller)

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

The Contracting party will not be considered as delayed if it is not possible to fulfill obligations due to COVID-19-pandemic related issues and delays, e.g. prohibition of crossing the borders. The contracting party is obliged to:

1. inform the other contracting party ASAP about this situation;
2. prove related issue/delay;
3. prove direct context between related issue/delay and the delay of the delivery.

The buyer is entitled to withdraw from the contract, if the delay of the delivery is longer than 6 months.

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. 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, 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 after receiving the goods and documents necessary for the operation of a device.
- 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 means (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 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.
- 7) The buyer is entitled to withdraw from the contract if he cannot deliver the notice of defects to the seller.
- 8) 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.
- 9) 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.
- 10) In the case of an unjustified notice of defects the buyer pays the costs of removing defects.
- 11) 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 buyer excludes the possibility of accepting new contract or variation to the contract or addition to the contract.
- 7) The Parties agree that the rights and obligations of this agreement shall be governed by the Civil Code of the Czech Republic.
- 8) This contract has **two counterparts**, the seller will receive one and the buyer will receive one.
- 9) The seller acknowledges that the buyer is obliged to publish all contracts including its Annexes and any amendments in accordance with Act No. 340/2015 Coll.
- 10) This contract shall enter into force upon a signature by both parties and after publishing this contract at <https://smlouvy.gov.cz/>.
- 11) 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 Vestec 7. 12. 2020

In Dernbach date 12. 11. 2020

Buyer:

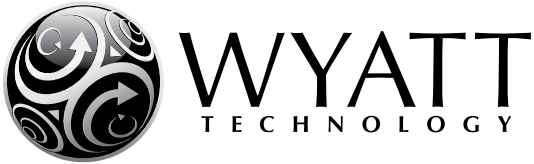
.....
prof. Ing. Bohdan Schneider, CSc., DSc. director

Seller:

.....
Dr. Dierk Roessner
Managing Director
Wyatt Technology Europe GmbH

Annex No. 1: Technical list of the goods (made by the Seller)

Please see our attached quotation no. 112581



Wyatt Technology Europe GmbH
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Wyatt Technology Europe GmbH | Hochstr.12a | DE-56307 Dernbach

Dernbach, Oct 14, 2020

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Prof. Ing. Bohdan Schneider
Průmyslová 595
25250 Vestec
Czech Republic

Information concerning this quotation:

Quotation no.: 112581
Quote date: Oct 14, 2020
Valid until: Jan 22, 2021

Quotation 112581

Your direct contact at WTE:

Dr. Felix Deluweit
Phone: +49 (0)2689-925(0)-150
E-Mail: felix.deluweit@wyatt.eu

New and unused Multi-angle light scattering (MALS) detector together with multiwavelength UV-Vis and refractive index detectors

Pos.	Quantity	No. / Description	Unit Price	Discount	Amount
1	1 piece(s)	NEON™ Multi-Angle Light Scattering (MALS) System: 1065 miniDAWN 3-angle Static Light Scattering (MALS) Detector	66.700,00 €	6 %	62.698,00 €



<https://www.wyatt.com/miniDawn>

Seventh generation multi-angle light scattering instrument for the characterization of macromolecules and nanoparticles. Includes 3-angles of scattering detection for accurate measurements of molar mass (Mw) and root mean square radius (Rg). Requires ASTRA analysis software version 7.3 or higher. Requires LC system with pump pressure ripple less than 1%; accurate flow rate between 0.1 to 1 mL/min for online operation.

Molar Mass Range: 200 Da to 10 MDa (1 MDa for polymers).

Molecular Size Range: 10 nm to 50 nm.

Temperature Control: None (Ambient).

Includes the following benefits:

12 Months Warranty

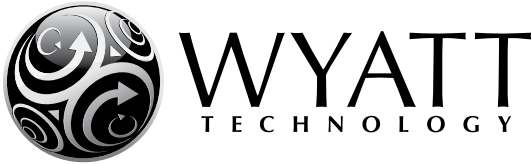
1 Year Premium Support (Value 1.000 EUR)

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Deutsche Bank PGK Siegen
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Swift DEUTDEB460

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Managing Director
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Pos.	Quantity	No. / Description	Unit Price	Discount	Amount
		10 Years Free Access to the WTC Support Center			
		Software			
2	1 piece(s)	8000 ASTRA®8.0 CK2800. Data Acquisition and Processing Software. ASTRA®8 data acquisition and processing software has a comprehensive set of data processing modules for the determination of Molar mass and radius distributions, as well as specific evaluations for proteins, polymers and particles. Optional modules available (not included): HPLC CONNECT™, ASTRA®8 Viral Vector Analysis Key, ASTRA®8 Conventional Calibration Module, and ASTRA®8 Security Pack. Including Easy Graph and Easy Table Data Analysis Tools. Report Designer and One Click MW™ Method Builder. Software license is required for use with each DAWN, miniDAWN or microDAWN instrument. Does not include computer/monitor. Includes the following benefits:	10.800,00 €	32,5 %	7.285,00 €
3	1 piece(s)	8080 HPLC CONNECT™ 2.0 CK8100 HPLC CONNECT™ software allows for a full digital synchronization between the HPLC system and Wyatt's ASTRA® 8 software. Currently supporting only Agilent HPLC Systems f. 1200/1220/1260 series HPLC CONNECT™ requires ASTRA 8.0 or higher. Includes the following benefits:	7.100,00 €	31,2 %	4.888,00 €
		ASTRA® 8.0 Basic License			
		HPLC CONNECT™ 2.0 License			

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Pos.	Quantity	No. / Description	Unit Price	Discount	Amount
		MALS - Accessories			
4	1 piece(s)	4664 Starter Kit MALS, Aqueous, EU Kit contains parts for MALS Installation: Filter 0.1µm, Cutter, PEEK Fingertight Fittings, PEEK Union, PEEK Tubings, Power strip, DURAN® laboratory bottle, ProClin™ 200, Hellmanex™, Buffer substances, Syringes.	990,00 €	6 %	930,60 €
5	1 set	2619 PEEK Inline Filter Holder Set for Aqueous Solvents For use downstream of the HPLC Pump. Includes Tubing, Fittings, 0.1 µm Durapore Membrane Filters, Kalrez® O-Ring. Installation between pump and injection system.	845,00 €	6 %	794,30 €
		Refractive index detector			
6	1 piece(s)	4857 Shodex RI-Detector RI 501, analytical F4010501	9.600,00 €	6 %	9.024,00 €
		 <p>The Shodex RI-500 series is a versatile and high sensitive RI detectors that can be used with various manufactures HPLC systems. It consists of an automatic start-up function, a double temperature control and a validation wizard. Reflective Index range: 1.00 ~ 1.75 Flow rate: 0.2 ~ 10mL/min. (max) Noise (Pure water, response : 1.5 sec): ≤ 2.5 nRIU Drift (Pure water 1mL/min, PURGE OFF): 0.2 µRIU/H Integrator output: 0 ~ 1 V</p>			



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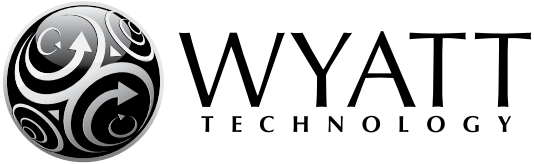
Pos.	Quantity	No. / Description	Unit Price	Discount	Amount
		Temperature control: OFF, 30~55 °C Includes the following benefits: 12 Months Warranty			
		UV Detector			
7	1 piece(s)	4688 Agilent Multi Wavelength Detector G7165A 1260 Infinity II, without flowcell For fast, multiwavelength analysis, 8 signals, 120 Hz data acquisition rate. Includes RFID tracking technology for flow cells and UV lamp. Wavelength range from 190 to 950 nm. Flow cell must be ordered as option. Includes the following benefits: 12 Months Warranty	15.743,00 €	23 %	12.122,11 €
8	1 piece(s)	4837 Agilent 1260 Infinity II Bio-inert Flow Cell, 13µl G7165A#028, For MWD G7165A	1.806,00 €	23 %	1.390,62 €
		Columns			
9	1 piece(s)	400 Agilent BioSEC-3, 3 µm, 100 Å, 4.6 x 300 mm Range: 0.1 kDa-100 kDa	1.979,00 €		1.979,00 €
10	1 piece(s)	400 Agilent BioSEC-3, 3 µm, 100 Å, 4.6 x 50 mm Guard Column	674,00 €		674,00 €
11	1 piece(s)	400 Agilent BioSEC-3, 3 µm, 300 Å, 4.6 x 300 mm Range: 5 kDa - 1250 kDa	1.979,00 €		1.979,00 €
12	1 piece(s)	400 Agilent BioSEC-3, 3 µm, 300 Å, 4.6 x 50 mm Guard Column	674,00 €		674,00 €

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Pos.	Quantity	No. / Description	Unit Price	Discount	Amount
13	1 piece(s)	400 Agilent BioSEC-5, 1000 Å, 4.6 x 300 mm Range: 50 kDa-7500 kDa	1.273,00 €		1.273,00 €
14	1 piece(s)	400 Agilent BioSEC-5, 1000 Å, 4.6 x 50 mm Guard Column	498,00 €		498,00 €
15	1 piece(s)	400 GE Superose 6 Increase 10/300 GL Range: 5 kDa-5000 kDa	2.220,00 €		2.220,00 €
16	1 day(s)	Installation and Training 100 Installation and First-Time Operation On-Site Including all Travel Expenses and Basic Training	4.100,00 €		4.100,00 €
17	1 day(s)	277 Light Scattering Familiarization (MALS) On-Site Basic training of theory, hardware operations, data acquisition and data processing (ASTRA).	2.200,00 €		2.200,00 €
18	1 Seminar	111 Light Scattering University (MALS) Training Course 2,5 Days of Intensive Training in Dernbach/Germany For two persons including theory, hardware and software training and hands-on experiments. Two persons may attend together or a second person attends later, but within two years after the purchase. Including hotel accommodation (3 nights) and most meals during the course. Does not include travel to Dernbach. For available dates, online registration and more information, please visit: < http://www.wyatt.com/training/l-su-training-dates-germany.html >	7.700,00 €	100 %	0,00 €

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Pos.	Quantity	No. / Description	Unit Price	Discount	Amount
19	1 Seminar	454 MALS - Training Course via Web Meeting The Online MALS course provides knowledge for Operation of the instruments and software (ASTRA). Included: 6 hours online training over 2 days. Dates, registration and further information under < http://www.wyatt.com/training/l-su-training-dates-germany.html >	1.800,00 €	100 %	0,00 €
Total EUR					114.729,63 €

Payment Terms 30 days net after approval
Shipment Method CIP - Carriage, Insurance Paid To destination
The invoice will be created after performed delivery or service.

We thank you for your interest in our products and services, and we would be delighted to receive your order.

This quotation is confidential and may not be passed on to third parties without written approval from Wyatt Technology.

Please place your order via email, fax or mail:

- via email : order@wyatt.eu
- via fax : +49-(0)2689-925-299
- via mail : Hochstrasse 12a, DE-56307 Dernbach

Please state in your order:

- Wyatt quotation number
- Purchase order number
- Address for delivery or performance
- Address for invoice

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