
Purchase Contract

concluded within the meaning of Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended

(hereinafter referred to as the “Civil Code”)

On the bellow-mentioned day, month and year,

1. Institute of Molecular Genetics of the ASCR, v.v.i.

Registered office: Vídeňská 1083, Praha 4, Postcode 142 20

RN: 68378050

VAT ID: CZ68378050

Represented by: RNDr. Petr Dráber, DrSc., Director of the Institute

Data Box ID: 5h4n xm4

(Hereinafter referred to as the “**Buyer**”, as the first Party)

and

2. Union Biometrica, Inc.

Registered office: 84 October Hill Rd., 01746 Holliston MA USA

Bank details: Bank of America

Account No.: 004625100857

SWIFT Code: BOFAUS6S

Czech Intermediary Bank Name: Komerční Banka AS

Republic Intermediary Bank Swift Code: KOMBCZPP

Account # at Intermediary Bank: CZ4301000000270203160207

Represented by: [REDACTED]

Registered in the Commercial/Trade Register kept by The Commonwealth of Massachusetts USA

(hereinafter referred to as the **“Seller”**, as the second Party)

(the Buyer and the Seller hereinafter also collectively referred to as the **“Contracting Parties”**)

based on the outcome of the procurement procedure for the performance of an over-the-threshold supply Public Procurement

called **“HTS system for imaging of Danio rerio II”**

concluded this

Purchase Contract for the Supply of HTS system for imaging of Danio rerio

(hereinafter also referred to as the **“Contract”**)

I. Introductory Provisions

1. This Contract regulates conditions of supply of HTS system for imaging of Danio rerio specified in Annex 1 to the Contract – Technical Specifications of the Subject of Performance.
2. This Contract is concluded on the basis of the outcome of the procurement procedure for the performance of a Public Procurement “HTS system for imaging of Danio rerio II”, Reg. No. VZ0094798, commenced by the publication of an open call for tenders on the Contracting Entity’s profile (hereinafter also referred to as the “Procurement Procedure” or the “Public Procurement”).
3. The aim of the Procurement Procedure was to conclude a contract with one Economic Operator who offered the lowest total bid price in the context of the above Procurement Procedure.

II. Subject of the Contract

The subject of this Contract is the Seller’s obligation to deliver and hand over to the Buyer a [HTS system for imaging of Danio rerio (hereinafter referred to as the **“Subject of the Contract”** or the **“Subject of Performance”**) at the place of performance according to Article III of this Contract and its installation at the place of performance. The Subject of Performance also includes free training of the Buyer’s employees to operate the delivered device to the necessary extent by a qualified employee of the Seller, documents necessary for taking over and using the Subject of Performance, including the operating instructions. The exact technical specifications of the Subject of the Contract are given in Annex 1 to this Contract, which forms an integral part thereof.

The Subject of the Contract is also the obligation of the Buyer to pay the Seller the price agreed in Article IV of the Contract for duly and timely delivered and accepted Subject of the Contract.

III. Time and Place of Performance

1. The Seller undertakes to deliver and hand over the Subject of Performance to the Buyer no later than twelve (12) weeks from the effective date of this Contract.
2. The place of performance is the registered office of the Buyer – Institute of Molecular Genetics of the ASCR, v. v. i., at Vídeňská 1083, Praha 4, 142 20.

IV. Payment Terms and Price for Performance

1. The Buyer undertakes to pay the Seller the purchase price as follows:
Purchase price in CZK without VAT is: 5.487.000,00
VAT amount in % 21 VAT amount in 1.152.270,00
Purchase price in CZK incl. VAT is: 6.639.270,00
2. The purchase price for the provision of the Subject of the Contract pursuant to Article IV (1) of this Contract is final and total, including transportation, insurance, and compensation for the Seller's time spent on the trip from the Seller's premises to the place of performance, as well as other related costs as the case may be. I.e., the purchase price for the provision of performance referred to in Article IV (1) of this Contract is also maximum (i.e. includes all Seller's profits, taxes and fees and costs – such as charges, expenses and costs incurred by the Seller in performance of this Contract and any additional or incidental costs, whether expectable or unexpectable) and may only be changed in connection with changes in VAT rates or other tax regulations affecting the price for the supply. The decisive day for the change in the price for the provision of performance due to the statutory change in the VAT rate is the day of the taxable supply.
3. The price for the provision of performance shall be paid by the Buyer in Czech crowns on the basis of a properly and rightfully issued accounting and tax document (hereinafter referred to as the "Invoice"). The price for the provision of performance will be paid on the basis of the Invoice in accordance with the procedure in Article IV of the Contract. The Invoice due date is agreed for 30 days from the date of its demonstrable delivery to the Buyer.
4. The price for the provision of performance shall be paid by the Buyer by wire transfer to the Seller's bank account specified in the heading of this Contract. If the Seller specifies a different bank account on the Invoice, it shall be deemed to require payment to be made to the bank account specified on the Invoice.
5. In case of the Buyer's delay with payment of the Invoice, the Buyer undertakes to pay the Seller a late payment interest of 0.05% of the amount due for each new day of delay.

6. Proper issuance of the Invoice shall mean the issuance of the Invoice by the Seller, which has all the requisites of an accounting and tax document within the meaning of Act No. 563/1991 Coll., on Accounting, as amended, and Act No. 235/2004 Coll., on Value Added Tax, as amended, and requisites of a commercial document pursuant to Section 435 of the Civil Code. The Invoice must contain the number of this Contract, name of the procurement procedure and the identification of the project on the basis of which this contract is implemented: „Operational Programme Research, Development and Education reg.č. CZ.02.1.01/0.0/0.0/18_046/0016118, Modernization of the National Infrastructure for Chemical Biology“. If the Invoice is not issued properly, rightfully, and if it contains factual or formal inaccuracies, if it does not meet the legal requirements, and if it does not contain the specified annex (handover certificate pursuant to Article V (2) of this Contract), the Buyer is entitled to return it to the Seller for completion or correction without being in delay with payment of such Invoice. The due date starts again on the day immediately following the date of delivery of the duly corrected or completed Invoice to the Buyer.
7. The Invoice must be sent to the Buyer's address specified in the heading of this Contract or electronically to: faktury@img.cas.cz.
8. Rightful issuance of the Invoice shall mean the issuance of the Invoice by the Seller based on the handover and takeover of the Subject of the Contract pursuant to Article V (1) and (2) of this Contract, including the handover certificate signed by authorized representatives of both Contracting Parties.
9. If the Invoice is not issued rightfully or properly, the Buyer is not obliged to pay for it and at the same time is not in delay with its payment until the date of delivery of the properly issued or corrected Invoice.
10. An annex to the Invoice must be the handover certificate pursuant to Article V (2) first sentence of this Contract signed by both Contracting Parties. Otherwise, the Invoice will be returned to the Seller.
11. The Seller and the Buyer have agreed that the Buyer is entitled to unilaterally set off their receivables arising under this Contract against the Seller's receivables for payment of the price for the Subject of the Contract.
12. The price for the Subject of the Contract will be paid without any advance payments.

V. Handing Over and Taking Over the Subject of Performance

1. The Subject of Performance shall be duly delivered by the Seller within the time and to the place specified in Article III (1) and (2) of this Contract.
2. Upon the duly and timely delivery of the Subject of Performance, including the training of the Buyer's employees, delivery of the operating instructions for the Subject of Performance and documents necessary for acceptance and use of the Subject of Performance, the Contracting

Parties shall draw up a handover certificate which will be signed by authorized representatives of both Contracting Parties mentioned in Article IX (1) and (2) of this Contract, which shall include a list of the delivered performance and the date of handover and takeover. Only by signing the written handover certificate by the authorized representatives of the Contracting Parties is the Subject of Performance deemed duly delivered and the Seller is entitled to the payment of the price for provision of the Subject of Performance according to Article IV (1) of this Contract. The handover certificate shall be prepared by the Seller.

3. The Buyer is not obliged to take over the Subject of Performance with defects or the Subject of Performance which will be incomplete, or delivered in parts contrary to the provisions of this Contract.

VI. Quality Guarantee, Liability Insurance

1. The Seller undertakes to provide a quality guarantee of no less than twelve (12) months for the Subject of the Contract, including the material necessary to carry out regular inspections. In the event that the manufacturer provides a longer warranty period for the supplied equipment or material, the longer warranty period applies. The warranty period starts on the day of the official handover of the Subject of the Contract to the Buyer, i.e. on the day of signing the handover and takeover certificate for the Subject of the Contract according to Article V (2) of this Contract.
2. At the same time, the Seller guarantees to the Buyer the availability of spare parts and post-warranty service for at least five (5) years after the end of the warranty period.
3. In the event of a defect on the Subject of Performance within the warranty period, the Buyer has the right and the Seller is obliged to remove all defects free of charge within five (5) working days from the date of reporting the defect. The Buyer may report the defect either in writing or by telephone to the Seller's contact person referred to in Article IX of this Contract. In the case of a telephone exercise of the right concerning defective performance, this exercise must subsequently be confirmed also in writing. If the Seller is unable to remedy the defect of the Subject of the Contract within this period, they are obliged to inform the Buyer in writing, including the reason why the deadline for the removal of the defect cannot be met, and agree with the Buyer on another, yet the shortest possible, deadline.
4. If the Seller is unable to remedy the defect of the Subject of the Contract within five (5) working days and at the same time agrees with the Buyer to extend the deadline under Paragraph 3 of this Article of the Contract, the Buyer has the right to be provided a replacement product with the same or similar characteristics and specifications as the product on which the defect occurred for the entire duration of the warranty repair.
5. The Buyer has the right to have the defect removed by repair; if the defective performance constitutes a material breach of the Contract, they also have the right to withdraw from the Contract. The Buyer has the right of choice of performance.

6. The Seller is obliged to keep records of service interventions during the warranty period and records of settings of all components in the Service Log.
7. The right concerning liability for defects is exercised in time if the Buyer asserts it in writing at the latest on the last day of the warranty period, while claims made by the Buyer in the form of a recorded delivery sent to the Seller on the last day of the warranty period are also properly exercised.
8. The warranty period is extended by the duration and/or removal of the defect that prevents the use of the Subject of the Contract.
9. The Seller is obliged to provide a warranty of no less than twelve (12) months for the carried-out repair, including the material necessary to carry out the repair.
10. Defects of the Subject of the Contract that occur during the warranty period will be remedied free of charge by the Contractor.
11. The quality guarantee does not apply to defects demonstrably caused by improper handling performed contrary to the submitted written documents for the use of the Subject of the Contract.
12. By signing this Contract, the Seller confirms to have an insurance policy, the subject matter of which is the Seller's liability insurance for damage caused to the Buyer or third parties with a minimum benefit of at least 5,500,000 CZK for at least two insured events per year. Upon the Buyer's request, the Seller undertakes to submit to the Buyer an insurance certificate proving the existence and effectiveness of this insurance policy without undue delay, but no later than 5 working days from receipt of the Buyer's written request. The Seller undertakes to inform the Buyer in writing of any changes related to the liability insurance within 5 working days from the day the change occurred. The Seller undertakes that the insurance policy pursuant to the first sentence of this Paragraph shall remain in effect to this extent for the entire duration of the warranty period pursuant to Article VI of this Contract.
13. Both Contracting Parties undertake to compensate the other Contracting Party for damage caused by a breach of obligations arising from this Contract or from the relevant legislation, unless it is proved that the breach of obligations was caused by circumstances excluding liability within the meaning of Section 2913 (2) of the Civil Code.

VII. Contractual Penalties

1. For delay with the due delivery of the Subject of Performance pursuant to Article III (1) of this Contract, the Seller shall pay the Buyer a contractual penalty in the amount of 0,05 % of the Purchase Price for every (even commenced) day of the Seller's delay in fulfilling the obligations in question.
2. In case the Seller is in delay with the removal of defects of the Subject of the Contract pursuant to Article VI (3) first sentence of this Contract, the Seller undertakes to pay the Buyer a

contractual penalty in the amount of 1,000 CZK for each new day of delay and for each individual defect.

3. For breach of any obligation under Article XI (1) third sentence of this Contract, the Seller shall pay the Buyer a contractual penalty of 5,000 CZK for each individual case of breach of such obligation.
4. In case of a breach of the Seller's obligation pursuant to Article VI (12) second sentence of this Contract, the Seller is obliged to pay the Buyer a contractual penalty in the amount of 1,000 CZK for each new day of delay. In case of each individual breach of the Seller's obligation pursuant to Article VI (12) third and fourth sentence of this Contract or in case of false declaration of the Seller pursuant to Article VI (12) first sentence of this Contract, the Seller is obliged to pay the Buyer a contractual penalty of 50,000 CZK.
5. The contractual penalty agreed pursuant to this Article shall be payable within 15 calendar days from the date of delivery of the written exercise of the right to the contractual penalty to the bank account notified in writing by the Buyer. The Buyer is entitled to set off the contractual penalty against the Seller's due and unpaid invoices.
6. The payment of any contractual penalty pursuant to this Purchase Contract shall not affect the claim for full damages, even for damages caused by a breach of the obligation to which the contractual penalty relates. Contractual penalties under this Purchase Contract may be claimed cumulatively and repeatedly, and the payment of the contractual penalty does not in any way affect the duty to fulfil the obligation confirmed by the contractual penalty.

VIII. Effectiveness of the Contract, Withdrawal

1. This Contract becomes valid and effective upon its signature by whichever Contracting Party signs it the last. This Contract becomes effective on the day of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended (hereinafter referred to as the "Register of Contracts").
2. A Contracting Party may withdraw from the Contract only for the reasons set out in this Contract or in generally binding legal regulations.
3. The Buyer is entitled to withdraw from the Contract if:
 - a) the Seller shall not remedy the defect of the Subject of Performance within 25 working days from the date of the written notification of the defect's occurrence by the Buyer, or if the Seller has notified the Buyer in writing before the expiry that they will not remedy the defect;
 - b) insolvency proceedings were commenced against the Seller's property pursuant to Act No. 182/2006 Coll., on Insolvency and its Resolution (the Insolvency Act), as amended, during which the insolvency decision was issued;

- c) the Seller is in delay with the handover of the delivery of the Subject of the Contract for more than 14 calendar days, i.e. more than 2 weeks from the date of performance specified in Article III (1) of this Contract;
 - d) the subject matter of the Contract has been encumbered by the rights of third parties, or it was implemented by the Seller in contravention of this Contract and/or in violation of generally binding legal regulations;
 - e) it comes out that the Seller stated information or documents in their tender for the Public Procurement preceding the conclusion of this Contract which do not correspond to the facts and which had or could have influenced the outcome of the procurement procedure leading to the conclusion of the Contract;
 - f) the Seller entrusts the performance of the Contract to a person outside the list of subcontractors listed in Annex 2 to this Contract without the prior written consent of the Buyer;
 - g) the Seller does not provide performance in accordance with this Contract or its annexes and/or violates their legal and/or contractual obligations and will not remove them even after written notice of the relevant defects from the Buyer, whereas the deadline set by the Buyer to remedy such defects must be at least 5 working days.
 - h) The Buyer`s costs incur from this contract will be declared ineligible by the Managing Authority of the Operational Programme Research, Development and Education.
4. In the event of termination of this Contract by withdrawal, the Contracting Parties are obliged to settle their obligations with each other. The date of withdrawal shall be deemed to be the date on which the written notice of withdrawal of the entitled Contracting Party was delivered to the other Contracting Party. Withdrawal from the Contract shall not affect the rights of the Contracting Parties to the payment of the contractual penalty, late payment interest and compensation for damages, if they were entitled to them by the moment of withdrawal.
5. Withdrawal from this Contract is always with ex nunc effect, i.e. from the moment of expiration of the Contract which occurs on the date of delivery of the notice of withdrawal to the other Contracting Party pursuant to Article IX (3) of this Contract.

IX. Delivery Provisions, Contact Persons

1. The Contracting Parties have agreed and the Seller has determined that the person authorized to act on behalf of the Seller in all matters relating to the implementation of this Contract except for its changes and termination of its effect is:

Name: [REDACTED]

Delivery address: Union Biometrica, Inc., 84 October Hill Rd., Holliston MA 01746 USA

Tel.: ... [REDACTED]

E-mail: [REDACTED]

2. The Contracting Parties have agreed and the Buyer has determined that the person authorized to act on behalf of the Buyer in all matters relating to the implementation of this Contract except for its changes and termination of its effect is:

Name: [REDACTED]

Delivery address: Vídeňská 1083, 142 20 Praha 4

Tel.: + [REDACTED]

E-mail: [REDACTED]

3. All correspondence, instructions, notices, withdrawals, requests, records and other documents arising out of or in connection with this Contract between the Contracting Parties shall be made in writing in Czech or English and delivered either in person or by recorded delivery to the delivery addresses of the Contracting Parties according to this Contract.
4. In case of doubt, it is understood that an incoming mail sent using a postal operator has been delivered to the addressee on the third working day after dispatch; however, if sent to an address in another country, then it is the fifteenth working day after dispatch.
5. The Contracting Parties have agreed that electronic mail may also be used for mutual communication.
6. If the delivery address of either of the Contracting Parties or its representatives changes during the term of this Contract pursuant to Paragraphs 1 and 2 of this Article, the affected Contracting Party is obliged to notify the other Contracting Party of this change in writing without delay, but no later than three working days from the effective date of this change, in accordance with this Article.

X. Provisions on the Acquisition of the Property Right

1. The Buyer acquires the property right to the Subject of Performance by the signature of the handover certificate by both Contracting Parties according to Article V (2) of this Contract.
2. Until the time specified in Paragraph 1 of this Article, the Seller bears the risk of damage to the Subject of Performance.

XI. Processing of Personal Data

1. With respect to the processing of personal data that may arise in connection with the Subject of the Contract, the Contracting Parties undertake to act in such a way as to comply, as broadly as possible, with the obligations laid down in Regulation (EU) 2016/679 (hereinafter referred to as "GDPR") and Act No. 110/2019 Coll., on Personal Data Processing. This manner of conduct consists in particular of compliance with confidentiality obligations in relation to processed personal data, application of the principles laid down in Article 5, Article 24 of the GDPR et seq. for the processing of personal data, and last but not least also the obligation to reasonable reaction to the exercised rights of the data subjects according to Article 12 of the GDPR et seq. With respect to the observance of these obligations as well as for the purpose of fulfilling the inspection obligations

pursuant to special legal regulations, the Contracting Parties are obliged to provide each other with all necessary cooperation. The above list of obligations is a demonstrative list.

XII. Final Provisions

1. Relations between the Contracting Parties shall be governed by the applicable laws of the Czech Republic. In matters not expressly provided for in this Contract, the legal relations arising from it are governed by the relevant provisions of the Civil Code and other relevant generally binding legal regulations.
2. Any changes and additions to this Contract may be made only on the basis of a written agreement of the Contracting Parties. Such agreements shall take the form of dated amendments to the Contract numbered in ascending order and signed by both Contracting Parties.
3. The Contracting Parties agree to the publishing of this Contract in the Register of Contracts, including all data specified in the Contract and any amendments that may be concluded between the Contracting Parties to this Contract in the future. The Seller undertakes to prove to the Buyer, at the latest at the time of conclusion of this Contract, the legal reasons for the possible non-publication of any data.
4. The Contracting Parties have agreed that the publication of this Contract in the Register of Contracts shall be ensured by the Buyer within three working days from the conclusion of the Contract.
5. If the reason for invalidity relates only to such part of this Contract that can be separated from its other content, then only that part is invalid, if it can be assumed that this Contract would have been concluded without the invalid part should a Contracting Party recognize the invalidity in time. The Contracting Parties undertake to immediately replace the invalid provision of this Contract with another valid provision with its content similar to the invalid provision.
6. Either of the Contracting Parties may object to the invalidity of this Contract or its amendment due to non-observance of the form at any time, even if the performance has already been commenced.
7. The Seller is obliged to archive the original copy of this Contract including its amendments, original accounting documents and other documents relating to the implementation of the Subject of the Contract for a period of 10 years from the effective date of this Contract. During this period, the Seller is obliged to allow persons authorized to carry out inspection to inspect documents related to the performance of this Contract.
8. The Seller acknowledges to be, within Section 2 (e) of Act No. 320/2001 Coll., on Financial Control, as amended, a person obliged to cooperate in financial control. The Seller acknowledges to be obliged to contractually bind their subcontractors with similar obligations as well. The obligation under this Paragraph shall last for 10 years from the effective date of the Contract.
9. The Contracting Parties shall at all times strive for an amicable settlement of any disputes arising from the Contract. If no amicable settlement is reached within 30 days after the first notification of the disputed fact to the other Contracting Party, either Contracting Party is entitled to bring its claim before the competent court. In the event of a dispute, the Contracting Parties have agreed

that the court having subject-matter and local jurisdiction shall be determined according to the registered office of the Buyer. Arbitration is excluded.

10. Any rights or obligations under this Contract may not be assigned without the prior written consent of the other Contracting Party, and the exchange of e-mail, text or other electronic messages shall not be deemed to be a written form for such purpose.
11. The Contracting Parties expressly declare that no rights and obligations beyond the express provisions of this Contract are inferred from the future practice established between the Contracting Parties or practices maintained in general or in an industry pertaining to the Subject of the Contract, unless expressly provided otherwise in the Contract. The Contracting Parties also declare that they are not aware of any commercial practices or practice established between them.
12. The Contracting Parties declare that they are aware of the meaning of all abbreviations, technical (even foreign) designations and terms used in this Contract.
13. The Contracting Parties declare that they have read this Contract before signing and agree with its contents without reservations. The Contract is an expression of their true, real, free and serious will. In witness of the authenticity and veracity of these declarations, the authorized representatives of both Contracting Parties shall put their signatures to the Contract.
14. The Contracting Parties declare that, before the conclusion of this Contract, they duly fulfilled all the substantive conditions for the valid conclusion of this Contract arising from the relevant legal regulations as well as their applicable internal regulations and they also declare that the conclusion of this Contract will not violate any of their legal or contractual obligations.

15. An integral part of the Contract is formed by its Annexes:

Annex 1 – Technical Specifications of the Subject of Performance

Buyer:

RNDr. Petr
Dráber,
DrSc.
Digitally signed
by RNDr. Petr
Dráber, DrSc.
Date: 2020.12.14
15:13:11 +01'00'

Institute of Molecular Genetics of the ASCR, v.v.i.

represented by RNDr. Petr Dráber, DrSc., Director

Seller:

Digitally signed by
[Redacted]
o=Union Biometrica, Inc.,
ou=COO,
email=[Redacted]
c=US
Date: 2020.12.11 10:17:43
-05'00'

Union Biometrica, Inc.

represented by [Redacted],
COO

Technical Specifications of the Subject of Performance

(the Seller shall complete the technical specifications of the delivered Subject of Performance in Annex 1)

HTS system for imaging of *Danio rerio* (zebrafish)

A: Imaging system suitable for high-throughput visualization of zebrafish larvae

The high-resolution bio-imaging system for automated high-content imaging of zebrafish larvae (2-7 days post fertilization) that meets the following criteria:

The system must allow quickly loading, positioning & rotating of zebrafish larvae
The system must include onboard camera with minimal resolution of 10 μm
The system must include microscope stage mounting accessory that enables integration with the microscope for high resolution imaging
It must be possible to place microscope stage mounting accessory on upright microscope for whole fish imaging
The microscope stage mounting accessory must fit within 23 cm x 40 cm x 9 cm of space on the microscope
The whole system must include controlling software that runs on a PC
The software must allow full manual or automated control of all the steps including positioning of the larvae, capturing and storing of the images
The system must include accessory that allows in and out bi-directional communication with the microscope and external cameras

B: Automated sampling and dispensing device

The sampling module that allows sampling and dispensing of zebrafish larvae and that meets the following criteria:

Sample object size can range from 1 to 1500 microns in diameter
The sampling module must allow automatic aspiration of zebrafish larvae from multi-well plates (24, 48, 96-well plates) or from 50 ml stirred sample container to the imaging system
The sampling module must allow automatic returning of zebrafish larvae after imaging from the system back to the multi-well plates (24, 48, 96-well plates)
The sampling module must include on-board wash and waste system to reduce carryover between the samples
The module must contain manual pipettor that allows manual loading of zebrafish larvae into the system

C: Services

Training on the operation and maintenance of the system must be provided on-site by experienced and qualified experts in duration of two working days.

Annex 1

Within the guarantee period, the Seller obliges to start rectifying the defect within maximum 48 hours after the Purchaser announced the defect, unless the Contractual Parties agree otherwise. The Seller obliges to rectify the defect announced by the Purchaser free of charge maximum within 10 days from the day when the Purchaser announced the defect to the Seller unless the Contractual Parties agree otherwise



Date of Issue: 10-July 2020

Ref. Quote #: 20-0710czk_Czech-Inst Molec Genetics- [REDACTED] _VAST BioImager

Quotation is valid for 3 months from date of issue

Quote prepared for:

[REDACTED]
Institute of Molecular Genetics AS CR, v.v.i.
Videnska 1083
142 20 Prague 4
Czech Republic
Email: [REDACTED]
Tel. [REDACTED]

At the request of:

[REDACTED]
Mobile: [REDACTED]
Main Office:
Union Biometrica
84 October Hill Rd.
Holliston, MA 01746 USA
Tel: [REDACTED]
Fax: [REDACTED]

Part Number	Description	Qty	(Euro) List
VAST BioImager™ SYSTEM with MICROSCOPE INTEGRATION 700-5000-000	The VAST BioImager system is for whole zebrafish organ-level bright field imaging of 2-7 dpf sedated larvae. The system quickly loads, positions & rotates a fish to a user selected orientation in the field of view of the on-board 10 µm resolution camera. Fish are loaded from a stirred, 50 ml sample container. (See autosampler option for loading from multiwell plates.) Software allows manual or automated control of all the steps needed to capture and store images of the fish in your sample. The VAST system can be placed on upright microscopes for whole fish fluorescence imaging and can be integrated with some microscopes for automated, high-content image capture. This system includes proprietary software running on a customized PC. Includes a full one year warranty. See Warranty document for details. * If you plan to use this software in a commercial application a commercial screening license is needed.	1	
LP Sampler™ 620-5000-000	The (Large Particle) LP Sampler is an automated sample introduction system designed specifically for gentle handling of large fragile objects including large cells/clusters and model organisms. It is capable of aspirating samples from the wells of multiwell plates and delivering them intact to Union Biometrica's COPAS-FP, BioSorter or VAST BioImager systems. Software for seamlessly integrating the LP Sampler with these other systems is included. Sample object size can range from 1 to 1500 microns in diameter. This high-throughput device is capable of processing multiple samples simultaneously for continuous sample introduction. Includes full-year warranty. Order probe kit(s) separately to match your system.	1	
Probe for VAST 620-5002-002	LP Sampler Aspiration Probe and Connection Kit for VAST	1	
Dispenser Kit for VAST 620-5024-000	LP Sampler Dispenser Kit for VAST turns the LP Sampler into an instrument capable of gently aspirating and dispensing 2-7 dpf zebrafish larvae. The LP Sampler is capable of gently aspirating larvae from 24, 48 and 96-well plates and delivering them intact to the VAST BioImager™ system for automated imaging. After imaging is complete, this dispensing feature allows each larvae to be deposited into the corresponding well of a daughter plate. This dispensing feature can also work with the VAST sample cup or the VAST Pipettor for bulk filling of multiwell plates with zebrafish that have been imaged on the VAST BioImager.	1	



Date of Issue: 10-July 2020

Ref. Quote #: 20-0710czk_Czech-Inst Molec Genetics- [REDACTED] _VAST BioImager

Quotation is valid for 3 months from date of issue

Part Number	Description	Qty	List
VAST Pipettor 700-5016-000	Hand-held, Flow-through, Pipettor for loading zebrafish to the VAST at the click of a button.	1	
		Subtotal	CZK 6,455,294.12
Academic Discount	Academic Discount (for non-commercial, research use only)	15%	-CZK 968,294.12
	Equipment TOTAL (euro)		CZK 5,487,000.00
	Shipping, handling & insurance for VAST BioImager system		Included
VAT, DUTIES & TAXES	Any applicable VAT, DUTIES OR TAXES are NOT INCLUDED. Customers are responsible to verify rates and arrange payment for these items DIRECTLY WITH THE GOVERNMENT OR CUSTOMS CLEARING AGENT.		NOT INCLUDED
	Total including VAT		

NOTE: This package price includes

- complete system hardware, software and operating manual.
- installation and customer training for operation and routine maintenance.
- full year (12 month) warranty from date of installation. (details attached.)

Estimated VAST BioImager Delivery Schedule VAST systems are custom built-to-order. We try to deliver within twelve (12) weeks after receipt of your order but actual shipping dates will depend on our factory workload at that time. Once we receive your purchase order we will provide you with a better estimate of the actual shipping date for your system. For delivery within the USA please add one week. For all other geographies please allow 2 weeks for transit plus customs clearance.

Payment Terms:

Payment Terms for instrument systems The invoice shall be paid in Czech crowns. The invoice due date shall be 30 days from the date of its demonstrable delivery to the Buyer.

- * Payments must be made in the same currency as invoiced.
- * Payments made in any non-US Dollar currency must be made by Wire Transfer (not paper check). Please ask for our bank instructions.

Annex 2

List of Subcontractors (incl. the identification of parts of the Subject of the Purchase Contract they will perform)

(or the Seller's affidavit that the Subject of the Purchase Contract shall be performed without subcontractors)

This Purchase Contract shall be performed without subcontractors.



EUROPEAN UNION
European Structural and Investing Funds
Operational Programme Research,
Development and Education



Annex no. 2

Bid Cover Note

Public Contract name: HTS system for imaging of Danio rerio II
Contracting Authority: Institute of Molecular Genetics of the Czech Academy of Sciences
Registered Office: Vídeňská 1083, 14200 Prague
Company identification No.: 683 78 050
Person authorised to act on behalf of the Contracting Authority: RNDr. Petr Dráber, DrSc., Director

Participant: Union Biometrica, Inc.
Registered office: 84 October Hill Rd, Holliston 01746, MA (USA)
Id. No.: 123874
Tax Id. No.: US Tax: 26-3360185

Small / Medium-sized enterprises (in accordance with the Recommendation 2003/361/ES):
 YES

Bank: Bank of America

Person authorized

to represent the participant:

Contact person:

Contact address:

OCTOBER HILL ROAD 84,
01746 Holliston - MA (USA)

Tel:

E-mail of the Contact Person:

In Holliston, MA USA On 09-July-2020

Union Biometrica Inc.

Secretary & Chief Operating Officer