

Purchase Contract

1. PARTIES

Vysoká škola chemicko-technologická v Praze (University of Chemistry and Technology Prague)

with the registered office at: Technická 5, Prague 6 – Dejvice, post code 160 00, Czech Republic

represented by: xxxxx, rector

IN: 60461373

TIN: CZ60461373

Bank: xxxxx; account number: xxxxx

(hereinafter “Purchaser”)

and

PhenoKey B.V.

with the registered office at **Vreeburghlaan 2, 2691AC, ‘s-Gravenzande , The Netherlands**

incorporated in the Commercial Register kept by the **The Hague** Court in **The Netherlands**

represented by **xxxxx , Director**

ID: Chamber of Commerce: **64927105**

TIN: NL855906662B01

Bank: **xxxxx (swift:xxxxx)** account number kept with tax administrator: **IBAN: xxxxx**

(hereinafter “Seller”)

The Purchaser and the Seller hereinafter collectively as “Parties” or individually as “Party”)

conclude this Purchase Contract (hereinafter “Contract”) on this day, month and year

2. RECITALS

- 2.1. The Seller acknowledges that the Purchaser considers Seller's participation in a public contract and the fact it has fulfilled qualification requirements as a confirmation that, the Seller is able to act with knowledge and care within the performance of this Contract, which is associated with its occupation or profession. Should the Seller fail to act with professional care, it shall bear the resulting consequences. The Seller may not abuse its professional quality, nor its economic position to create or exploit the dependence of the weaker party and to achieve a clear and unjustified imbalance between mutual rights and obligations of the Parties.
- 2.2. The Seller acknowledges that the Purchaser is not an entrepreneur in relation to this Contract and that the subject-matter hereof is not part of Purchaser's business activity.
- 2.3. The Seller has been awarded a contract within the procurement procedure announced by the Purchaser under Act No. 134/2016 Coll., on Public procurement, for a public contract named **"INMODOS_Benchtop microtomograph"** (hereinafter **"Procurement Procedure"**).
- 2.4. The following documents also serve as basic materials for delivery of the subject-matter of the performance hereunder:
Conditions for participation in the Procurement Procedure;

Technical Specification of Performance according to the Procurement documentation and Seller's tender which is attached as Annex No. 1 hereto (hereinafter **"Technical Specification of Performance"**) and is an integral part hereof;

The Seller's tender submitted within the Procurement Procedure providing technical information on the subject-matter of performance (hereinafter **"Tender"**).
- 2.5. The Seller declares it meets all the professional prerequisites necessary for the delivery of the subject-matter of performance under the Contract, is entitled to execute / deliver the performance and there are no impediments on the Seller's part preventing it from delivering the subject-matter of this Contract to the Purchaser.
- 2.6. The Parties declare they shall maintain in confidentiality all facts learned in connection with this Contract and its performance, the disclosure of which could result in harm incurred by the Parties. This provision is without prejudice to the Purchaser's obligations arising from legal regulations.
- 2.7. The Seller acknowledges that the subject-matter of performance hereunder is a part of "Infrastruktura pro moderní doktorské studium na VŠCHT" project – reg. No.: CZ.02.1.01/0.0/0.0/16_017/0002654 co-financed from the resources of the EU within within Research, development and education Operational Programme.

3. Subject-Matter of Contract

- 3.1. The subject-matter hereof is the Seller's obligation to deliver and transfer the ownership right to the device specified in the Technical Specification of Performance, attached as Annex No. 1 hereto, to the Purchaser.
(the device mentioned in paragraph 3.1 hereinafter as **"device"** or **"goods"**).
- 3.2. Within the performance the Seller shall also:
 - (i) transport the device according to DAP Prague, Incoterms 2010,

- (ii) process and hand over instructions and manuals to the Purchaser for the operation and maintenance of devices in the Czech or English language, electronically or in printed form,
- (iii) submit a declaration of conformity of the delivered device with the approved standards,
- (iv) grant authorization to exercise the right to use software (license) where it is necessary for the proper use of the subject-matter of performance, or if the Seller requires so under this Contract,
- (v) prepare a list of items delivered for inspection purposes.

(The device under paragraph 3.1 and the performance under paragraph 3.2 of this Article hereof hereinafter also as “**delivery**”).

- 3.3. The Purchaser undertakes to take over the duly and timely delivered device, and to pay the Seller the purchase price specified in Article 5 of this Contract for them.
- 3.4. In the event that proper performance and operation of the device requires further deliveries and works not expressly listed herein in order to meet the Purchaser’s requirements arising from this Contract including its Annexes, the Seller agrees and commits to secure or make these deliveries and secure or perform the required works at its expense and include them in the performance without adjusting the purchase price hereunder.
- 3.5. Under the conditions set out in this Contract, the Seller undertakes to deliver the device to the Purchaser at its own expense and responsibility DAP Prague, Incoterms 2010 specified in paragraphs 3.1 and 3.2 of this Article hereof. The Seller shall ensure that the device comply with this Contract, including the Annexes, Tender, applicable legal, technical and quality standards, and that the device has a CE certification.

4. Ownership Right

- 4.1. Ownership right passes to the Purchaser upon delivery of the device. The risk of damage to the device passes onto the Purchaser according to the agreed Incoterm.

5. Purchase Price and Terms of Payment

- 5.1. The purchase price for the subject-matter of the Contract referred to in Article 3 paragraph 3.1. and 3.2. was determined on the basis of the Tender as a maximum and not-to-exceed price, in the amount of net EUR € 142.713.- without VAT (hereinafter referred to as the “**purchase price**”), plus 21% VAT, if applicable, in the amount of EUR 0.-(VAT not applicable) i.e. a total of EUR 142.713.- incl. VAT.
- 5.2. The purchase price includes all costs associated with the performance of the subject-matter of this Contract, including the cost of insurance of the device until its delivery according to the agreed Incoterm. The purchase price is not affected by price developments and exchange rate changes.
- 5.3. The purchase price is the highest permissible price for the subject-matter of performance. The purchase price may be changed only by a written amendment hereto, and solely when:
VAT rate changes after the conclusion of the Contract and before the handover and takeover date (only change of VAT is permitted).
- 5.4. The Purchaser commits to pay the purchase price to the Seller as follows:

50 % of the purchase price shall be paid based on the invoice issued following the effectivity date of the Contract;

25 % of the purchase price shall be paid based on the invoice issued after delivery of the delivery to the Purchaser;

25 % of the purchase price shall be paid based on the invoice issued after acceptance of the delivery by the Purchaser.

The maturity period of invoices, except for the pro forma invoice, shall always be 30 days from the date of delivery thereof to the Purchaser. The charged amount is deemed paid when the relevant sum is sent to the Seller's account. Tax documents - invoices issued by the Seller under this Contract shall, in accordance with the relevant legal regulations of the Czech Republic, contain in particular the following data:

- (i) company/business name and registered office of the Purchaser
- (ii) tax identification number of the Purchaser
- (iii) company/business name and registered office of the Seller
- (iv) tax identification number of the Seller
- (v) tax document registration number
- (vi) scope and subject-matter of performance,
- (vii) date of issue of tax document,
- (viii) date of taxable supply or date of receipt of payment, whichever is earlier, if these dates do not correspond with the date of issue of tax document
- (ix) project number (CZ.02.1.01/0.0/0.0/16_017/0002654),
- (x) price of performance.

5.5. If the tax document - invoice is not issued in accordance with the terms of payment set out in the Contract or fails to meet the required legal requirements or is not delivered to the Purchaser by the deadline specified above, the Purchaser is entitled to return the tax document - invoice to the Seller as incomplete, or incorrectly issued, to correct it or issue a new tax document - invoice within 5 working days from the date of its delivery to the Purchaser. In such a case, the Purchaser is not in delay with the payment of the purchase price or a part thereof and the Seller shall issue a corrected invoice with a new, identical maturity period, beginning on the day of delivery of the corrected or newly issued tax document - invoice to the Purchaser.

5.6. Purchaser's invoicing data are listed in Article 1 hereof.

5.7. The Seller is obliged to send the electronic version of the invoice to the Purchaser to email xxxxx@xxxxx in pdf. format and subsequently send the original of the invoice to the Purchaser's address provided in Article 1 hereof.

5.8. If applicable, the Seller declares it specified its bank account in Article 1, which is published in the Register of Payers. This provision shall not apply to persons who are not obliged to submit an application for registration under the VAT Act.

6. Performance Dates

- 6.1. The Seller undertakes to duly produce, procure, deliver, to the Purchaser within **6 months** from the date the Contract enters into effect.

7. Place of Performance

- 7.1. University of Chemistry and Technology, Prague is the place of performance (hereinafter "**place of performance**").

8. Further Terms of Delivery

- 8.1. When making the delivery, the Seller proceeds independently, but undertakes to respect the Purchaser's instructions regarding the implementation of the subject-matter of performance hereunder.
- 8.2. The Seller is obliged to notify the Purchaser without undue delay if items taken over from the Purchaser or the instructions given to the Seller by the Purchaser concerning the delivery are unsuitable, if the Seller was able to detect such unsuitability when exercising professional care.
- 8.3. Unless otherwise stipulated in the Contract, the Seller is obliged to provide all items necessary for the performance under this Contract.
- 8.4. The Seller is obliged to deliver completely new, fully functional goods (including any SW) to the Purchaser, in quality and technical design corresponding to valid European Union regulations and corresponding requirements set by German and EU legislation, applicable to the goods.
- 8.5. The Seller declares that the goods delivered by virtue of this Contract fully comply with the conditions set out in the procurement documents used in the procurement procedure where Seller's tender was selected as the most suitable.
- 8.6. The Seller undertakes to ensure that the goods shall not be encumbered by any third-party rights, in particular no pre-emption right, pledge or right of lease, as of the moment the ownership right to the goods is transferred.
- 8.7. With regard to the Purchaser's obligations arising in particular from Act No. 134/2016 Coll., on public procurement, the Seller agrees to the publication of all information concerning the contractual relationship established between the Seller and the Purchaser herein, in particular the content of this Contract.
- 8.8. If applicable, the Seller declares that no execution proceedings have been instituted against the Seller, it has no overdue debts, which may be collected within execution under Act No. 120/2001 Coll., on court executors and execution (rules of execution) and on amending other acts, as amended. Further, the Seller declares no petition for judicial enforcement of a decision has been filed and it has no overdue debts, which may be collected within enforcement of a decision under Act No. 99/1963 Coll., the civil procedure code, as amended, Act No. 500/2004 Coll., the code of administrative procedure, as amended, or under Act No. 280/2009 Coll., tax code, as amended.

9. Warranty and Claims from Defective Delivery

- 9.1. The warranty period for delivery is **12 months covering the entire delivery, X-ray parts included.**

- 9.2. The warranty period begins with the delivery of the device (DAP Prague, Incoterms 2010).
- 9.3. The Purchaser shall request the removal of a defect of the delivery from the Seller without undue delay after its discovery, but no later than the last day of the warranty period, unless expressly stated elsewhere in this Contract, by a written notice to the Seller's responsible technical representative specified in this Contract. A complaint sent by the Purchaser on the last day of the warranty period is deemed to have been lodged in time.
- 9.4. In a written warranty claim, the Purchaser shall describe a defect and method required for removal.
- 9.5. The Purchaser is entitled to withdraw from the Contract if the delivery of defective goods materially violates the Contract. Noncompliance of the delivery (or part thereof) with minimum parameters required by the Purchaser and specified in the Seller's Tender in the Technical Specification of Performance and in this Contract shall always be deemed a material breach of the Contract.
- 9.6. The Seller commits to remove claimed defects free of charge.
- 9.7. The Seller undertakes to **initiate procedures for removing defects within 5 working days** from the date of receipt of a claim from the Purchaser, and subsequently and without undue delay inspect the claim, diagnose the defect, notify the Purchaser whether the complaint is acknowledged and inform the Purchaser in writing if a specialized spare part is needed to remove the defect.
- 9.8. The Seller is obliged to **remove the defect within 60 working days** after the expiration of the period specified in the previous paragraph in the place of performance if replacement parts are available in time. In case that the defect cannot be removed within 60 working days, Seller will provide to Purchaser for the period the device under this contract cannot be used, a rental equipment free of charge similar to the device.
- 9.9. Whether or not the Seller acknowledges the claimed defect, it is obliged to remove it within the deadlines specified in paragraph 9.8 of this Article of the Contract, unless the Parties subsequently agree otherwise. In such a case, the Seller is entitled to demand from the Purchaser the payment of costs incurred. If the Seller rejects a claimed defect, the claim may be assessed by an expert's report, which shall be ordered by the Purchaser. If a claim is deemed justified by an expert, the Seller shall also bear the costs of such expert report. If the Purchaser provably claimed the defect without justification, it shall be obliged to reimburse the Seller for the costs expediently and demonstrably incurred in its removal.
- 9.10. The Parties shall draw up a defect removal report, wherein they shall confirm the removal of the defect. The warranty period is extended by the time elapsed from the date of the claim until removal of the defect.
- 9.11. If the Seller fails to remove the defect within the deadlines specified in paragraph 9.8 of this Article, or within the period agreed by the Parties, or if the Seller refuses to remove the defects, the Purchaser is entitled to have the defect removed at its own expense and the Seller is obliged to reimburse the Purchaser for such costs incurred, within 10 days after the Purchaser's request or to demand the replacement of the device by a non-defective device, in case that the defect deprives the Purchaser from the benefit of this contract. However, this right of the Purchaser shall not release the Seller from liability for defects and the warranty shall have the agreed scope.
- 9.12. The warranty shall not cover defects caused by improper handling, incorrect or inappropriate maintenance, non-compliance with manufacturer's regulations for operation and maintenance of the device, which the Purchaser took over from the Seller upon delivery or which were notified by

the Seller to the Purchaser in writing. The warranty shall also not cover defects caused by gross negligence or willful misconduct and wear and tear parts.

10. Contractual Penalties

- 10.1. In the event the Seller fails to observe the deadline for delivery specified in Article 6 paragraph 6.1 of this Contract due to its negligence or willful misconduct, the Purchaser is entitled to charge the Seller, after a grace period of two weeks, a contractual penalty of 0.1% of the purchase price for each commenced day of delay, **maximally up to 2,5 % of the purchase price.**
- 10.2. If the Purchaser fails to pay the purchase price within the deadlines specified in this Contract, it shall pay the Seller statutory default interest, unless the Purchaser proves that the default in payment of the purchase price was caused by delayed release of funds by the subsidy provider.
- 10.3. The obliged party shall pay the penalties to the entitled party at the latest within 15 calendar days after receipt of the relevant account of the other Party.
- 10.4. The Purchaser's claim for damages shall always be maintained, however, it shall not be applicable vis-à-vis third parties.

11. Termination

- 11.1. This Contract may be terminated by its fulfillment, by agreement of the Parties or withdrawal from the Contract due to reasons stipulated by laws or herein.
- 11.2. The Purchaser is further entitled to withdraw from the Contract without any sanctions if any of the below circumstances occurs:
 - (i) the Seller materially breaches its obligations hereunder,
 - (ii) insolvency proceedings are held over Seller's assets,
 - (iii) if conditions laid down in Section 223 (2) of Act No. 134/2016, on public procurement, are met.
- 11.3. The Seller is entitled to withdraw from the Contract in the event of a material breach of the Contract by the Purchaser. Purchaser's failure to pay the Price of Performance within the deadline specified in this Contract, despite being notified of this breach by the Seller in writing and provided with a sufficient additional period for remedy shall be considered a material breach of the Contract.

12. LIMITATION OF LIABILITY

- 12.1 Nothing in this Agreement shall exclude or limit the liability of either Party in respect of the following (i) death or personal injury arising out of a negligence, (ii) fraud or (iii) willful misconduct.
- 12.2 Except as otherwise set out in Clause 12.1 and notwithstanding anything to the contrary herein, Seller's overall financial liability shall be limited to and not exceed 100 % (one hundred percent) of the purchase price hereunder irrespective of whether such liability, but for its exclusion, would be based on contract, tort (including negligence) or any other legal theory.
- 12.3 Except as otherwise set out in Clause 12.1 and notwithstanding anything to the contrary herein, Seller or Purchaser shall not be or become liable towards the other Party for any use of any

works and/ or equipment hereunder, loss of profits, loss of any contract, loss of production, loss of product, loss of business opportunities or for any indirect, special, incidental, exemplary, punitive or consequential loss or damage suffered by the other Party irrespective of whether such liability, but for its exclusion, would be based on contract, tort (including negligence) or any other legal theory.

13. FORCE MAJEURE

- 13.1 If either Party is prevented from, or delayed in performing any obligation under this Agreement by any event of Force Majeure, this Party shall not be considered in default or breach of this Agreement and no remedy shall be available to the other Party, unless otherwise provided for in this Agreement. The time for performance of that obligation shall be extended accordingly. However, Force Majeure shall not be applied for payment obligations under this Agreement.
- 13.2 Force Majeure” means any event beyond the reasonable control of a Party, including but not limited to (i) war (whether declared or not), armed conflict or serious threat of same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of foreign enemy, extensive, military mobilization; (ii) civil war, riot rebellion and revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence; (iii) act of terrorism, sabotage or piracy; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction; (v) act of god, plague, epidemic, pandemic (including but not limited to limited operational capacity, in particular with regard to production and administration, travel restrictions, limited travel opportunities and shipping difficulties), natural disaster, such as, but not limited to violent storm, cyclone, hurricane, earthquake, flood, tsunami; (vi) explosion, fire, destruction of machines, equipment, factories or any kind of installation, prolonged break-down of transport, telecommunication or electric current; or (vii) general labour disturbance, such as but not limited to boycott, strike and lock out; and (viii) any similar event, whether or not similar to the causes specified above and regardless of whether the cause effects the Party hereunder or its sub-suppliers or sub-contractors. Force Majeure shall also include any Force Majeure events, even, if these could reasonably have been expected due to political or other developments or reasons at the effective date of the Agreement and even if the Force Majeure event has already occurred at the effective date of the Agreement.
- 13.3 The Party affected by Force Majeure shall without undue delay inform the other Party of the existence of Force Majeure, the expected duration and the estimated effect on the ability to perform the obligations under this Agreement.
- 13.4 If Force Majeure has lasted more than 90 (ninety) days and the failure to perform the prevented or delayed obligation would constitute a material breach of this Agreement in the absence of such Force Majeure, then either Party may terminate this Agreement by written notice to the other Party.
- 13.5 If Force Majeure prevent Seller and/ or the Purchaser from fulfilling of its obligations, Purchaser shall compensate Seller for expenses incurred in securing, protecting and storing the Equipment.

14. Representatives of Parties, Notices

14.1. The Seller has appointed the following responsible representative for communication with the Purchaser in connection with the subject-matter of performance hereunder:

In technical matters:

xxxxxx E-mail: xxxxxx, phone: xxxxxx

In contractual matters:

xxxxxx E-mail: xxxxxx, phone: xxxxxx

14.2. The Purchaser has appointed the following representatives responsible for communication with the Seller in connection with the subject-matter of performance hereunder:

In technical matters:

xxxxxx

E-mail: xxxxxx, phone: xxxxxx

xxxxxx

E-mail: xxxxxx, phone: xxxxxx

In contractual matters:

xxxxxx, rector

E-mail: xxxxxx, phone: xxxxxx

14.3. Unless otherwise agreed herein, all notices that are to be given or may be given between the Parties hereunder shall be made in writing and delivered to the other Party by an authorized courier service, in person (with written confirmation of receipt) or by registered mail sent using a postal service provider; such notification shall be deemed to have been delivered on the third business day after dispatch, unless it was sent to a foreign address, whereby it shall be deemed delivered on the fifteenth business day after dispatch. In the event of a warranty claim, a written notice may also be sent via e-mail.

15. Governing Law

15.1. This Contract and all legal relations arising from it are governed by the laws of Austria without giving effect to the principles of conflict of laws thereof. The application of the UN Convention on contract for the international sales of goods (CISG) shall be expressly excluded.

15.2. All disputes arising from this Contract or from legal relations related to it shall be resolved by the Parties through negotiations. If it is not possible to settle a dispute by negotiation within 60 days, all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. Place of arbitration shall be Vienna, Austria. The language of arbitration shall be English.

16. Intellectual Property Rights

- 16.1. This Article applies only if the supplied goods include software necessary for the proper use of the goods, or if the Purchaser required delivery of software within the specification of the subject-matter of performance.
- 16.2. The Parties declare they have agreed that the Seller's fee for the provision of a software license is already included in the price of the goods.
- 16.3. The Seller declares that licenses granted to the Purchaser shall not infringe intellectual property rights of third parties and that it is entitled to transfer the license to the Purchaser. If the Seller fails to comply with this provision, it shall pay all claims of third parties due to infringement of intellectual property rights of third parties and compensation for damage incurred by the Purchaser.
- 16.4. By virtue of this Contract, the Seller grants the Purchaser a user license for a software part of the subject-matter of performance, listed in Annex No. 1 hereto as a non-exclusive, non-transferable and perpetual right to use this part of the subject-matter of performance.
- 16.5. The Seller declares that it is the copyright holder of the SW and has not previously granted an exclusive license to SW to a third party (unless such licensee has given written approval of this Contract), or it at least has a right to the SW permitting it to provide a license to the Purchaser in the scope under this Contract.

17. Final Provisions

- 17.1. This Contract, including the Annexes, constitutes a complete and comprehensive agreement between the Purchaser and the Seller.
- 17.2. The Parties have agreed that the Seller is not entitled to set off its receivable, nor a receivable of its garnishee, from the Purchaser against the Purchaser's receivable from the Seller.
- 17.3. The Seller is not entitled to assign a receivable arising from this Contract or in connection with it to a third party. The Seller is not entitled to assign the rights and obligations under this Contract or any part thereof to a third party.
- 17.4. The Seller undertakes to maintain liability insurance for damage caused in connection with the performance of business activities for the entire term of this Contract, with a limit of indemnity at least in the amount of the purchase price for the subject-matter of this Contract.
- 17.5. If any provision of this Contract later becomes or is found invalid, ineffective, apparent or unenforceable, such a defective provision shall not render the Contract invalid, ineffective, apparent or unenforceable as a whole. In such a case, the Parties undertake to further clarify such defective provision without undue delay or to replace it upon mutual agreement with a new provision which, in the scope permitted by legal regulations, corresponds to the largest possible degree to the intent of the Parties manifested as of the moment this Contract was concluded.
- 17.6. The Purchaser is the obliged entity pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, on the publication of these contracts and on the register of contracts, as amended (hereinafter the "Act on the Register of Contracts"). The Seller acknowledges and expressly agrees to the publishing of the Contract in accordance with the Act

on the Register of Contracts. The Parties agree that the Contract shall be published in the register of contracts in accordance with the Act on the Register of Contracts by the Purchaser.

- 17.7. This Contract shall enter into force on the day of its signing by the authorized persons of both Parties and shall take effect on the day of publishing of the Contract in the register of contracts pursuant to the Act on the Register of Contracts.
- 17.8. This Contract may be amended or supplemented only in the form of written numbered amendments, including a specification of time and place of signature, signed by authorized representatives of the Parties.
- 17.9. If a Party breaches an obligation under this Contract or if it is able to detect or should be aware of such a breach, it shall notify the other Party which may incur damage without undue delay, and warn it of the possible consequences; in such a case, the injured Party shall not be entitled to compensation for damage which was avoidable in light of the notification.
- 17.10. Under the conditions stipulated by this Contract, the Seller undertakes, as a person obliged pursuant to the provisions of Section 2 e) of Act No. 320/2001 Coll., on financial control in public administration, as amended, to cooperate during financial control. The Seller shall ensure its eventual subcontractors fulfill this obligation as well.
- 17.11. This Contract is drafted in English language. The following Annexes are an integral part hereof:

Annex No. 1: Technical Specification of Performance According to Award Criteria and Seller's Tender

In witness of their approval of the content of the Contract, the Parties attach their signatures below.

In Prague dated

In 's-Gravenzande, The Netherlands dated

For **UCT Prague**

For: **PhenoKey B.V.**

Name: xxxxx

Position: rector

Name: xxxxx

Position: **Director**

Annex No. 1: Shall be added upon signature of the Contract



Vysoká škola chemicko-technologická v Praze

Attn: xxxxx

Technická 5

166 28 Praha 6

Česká republika

Vreeburghlaan 2 Address
2691 AC 's-Gravenzande
The Netherlands

xxxxx E-mail
xxxxx Phone
www.phenokey.com Website

Subject: Quotation CT portable 160.90
Doc. Ref.: QU072.01.01B QUOTE CT PORTABLE 160.90.DOCX
Status:
Author:

64927105 CC
NL855906662B01 TAX
xxxxx IBAN

's-Gravenzande, March 31, 2021

Dear xxxxx,

Thank very much for your request, and herewith we send you our quotation for the supply of a CT Portable 160.90 including required IT hardware.

We confirm that we have read the Annex no 3: Minimal technical requirements, this proposal is in accordance with the herein specified requirements.

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1 Objective of the client

Client requests the delivery of a mechanical and electrical assembled CT Portable 160.90. Assembly is performed according

2 Scope of delivery

2.1 CT portable 160.90: Operation, housing and radiation protection

2.1.1 Environmental conditions

- The CT portable 160.90 is designed to operate using 230 Volts at 50 Hertz (fuse > 10A).
- Temperature range -
 - Operation: 10 °C – 30 °C
 - Storage: 0 °C – 50 °C
- Humidity – Operating / Storage: 10 to 85 (no condensation)

2.1.2 Dimensions of the CT system

- Footprint: 770 x 375 mm, Height: 550 mm
 - Excluding external computer hardware
- Weight: 170kg

2.1.3 Safety circuits (EN)

- Fail-Safe interlock system based on a duplex circuit for door and light-signal surveillance.

2.1.4 Radiation Shielding

- The measuring room is constructed according to the supplied construction specifications as part of the Fraunhofer designs.
- Measuring room container contains sliding door for manual sample exchange
- Door contains window to observe object during scanning
- Leakage radiation does not exceed 500 nSv/h

2.1.5 Client interface points to radiation area

- The unit is equipped with ¼ female screw connections both on the outside as in the radiation area to allow dosing of non-combustible, non-corrosive gas for drying or moisturising test substances.
- A Plug/socket is added both on the outside and in the radiation area, for installation of third party thermocouples, based on a 12 pole LEMO plug and socket (series 4B)

2.1.6 Condition

- The unit will be mechanically and electrically assembled
- The unit will be factory tested
- Unit will be supplied with Fraunhofer Volex 10 software
- Unit will be supplied with required IT Hardware

2.2 CT portable 160.90: X-ray Imaging Hardware

2.2.1 Microfocus X-ray Source

- Operating Voltage Range: 20-90 keV
- Maximum Beam Current: 0,160 mA @ 50 keV
- Focal spot size: : 4-9 µm

2.2.2 X-ray Detector

- Number of pixel 2304 x 1300
- Active area 11,4 x 6,4 cm
- Resolution 49,5 µm
- Direct-contact Gd2O2S scintillator

2.2.3 Manipulation System for the Specimen

- Rotational stage (n x 360°)
- Specimen elevation stage, travel range: 200 mm



- Manual Object positioning for variable Magnification between approx. 1,3 and 12

2.3 CT portable 160.90: Software

2.3.1 Fraunhofer Volex 10: Measurement and Reconstruction Software

- Standard 3DCT scan procedure for online and offline reconstruction of volume datasets. Easy to use interface optimized for the Compact 160.90.

2.3.2 Measurable volume (3DCT)

- Standard CT
 - Low Resolution (Voxel size 38 μm): $\varnothing < 80 \text{ mm} \times H < 55 \text{ mm}$
 - High Resolution (Voxel size $< 3 \mu\text{m}$): $\varnothing < 5 \text{ mm} \times H < 3 \text{ mm}$
- Helical CT
 - Vertical increase of scannable volume upto a total height of 150mm.

2.3.3 Image acquisition and reconstruction

- The reconstructed volume is provided shortly after the image acquisition is done.

2.3.4 Other algorithms

2.3.5 Custom development 4D functionality

- Widget in GUI to parameterize measurements series for time resolved processes
 - User can select frequency / scan speed/ total length of experiment
 - Frequency: how often should sample be scanned during experiment duration
 - Scan speed: duration of a single measurement
 - i.e. number of projections and exposure time
 - Experiment length: total duration of experiment
 - No controls and/or communications are included for controlling and interfacing with the external equipment.
 - Optionally additional functionalities and interfaces can be discussed.

2.4 CT portable 160.90: IT Hardware

Minimal IT hardware specifications :

- HP Z4 G4 Workstation
 - Configuration exists of :
 - Windows® 10 Professional 64
 - Intel® Xeon® W2123 (3,6 GHz base frequency, up to 3,9 GHz with Intel® Turbo Boost-technology, 8,25 MB cache, 4 cores)
 - Intel® C422 Chipset
 - 64 GB DDR4-2666 ECC SDRAM
 - HP Z Turbo Drive 256 GB PCIe® SSD
 - HP Z Turbo Drive 512 GB PCIe® SSD
 - 2x 1 GB Ethernet
 - HP Radeon Pro WX 9100
 - 1,5 GHz
 - 16GB HBM2
 - 6x miniDisplayPort 1.4

Phenokey reserves the right to deviate from below specifications but will ensure the configurations is at least comparable or better.



2.5 Training

After the unit has been delivered to the final end-user a CT portable training engineer will perform a single 1 day training and instruction. The training will be via MS-Teams.

The training consists of:

- Basic instruction
- Train key-users in:
 - Operation of the unit
 - Working with the supplied software
 - Troubleshooting
 - Running reconstructions using the supplied software
- The key users should be able to be conversant in both talking and writing in English

The training will be scheduled when the following preconditions have been met:

- Unit and peripherals should be unpacked and placed where it will be used
- Unit is connected to power
- Unit is connected to the internet
- Remote connection to the unit has been tested and approved by PhenoKey



3 Requirements provided by client

3.1 Contact person client

Client is expected to provide a contact person who will be responsible for all communication with PhenoKey project manager for the complete duration of the project. This contact person has to be authorized to act and decide in name of the client.

PhenoKey project manager will be the central point of contact for the client. Together relevant information and updates on progress and timelines will be shared and discussed. Changes can be effectuated after mutual sign off by PhenoKey project manager and clients contacts person.

3.2 X-ray licence

The operating license for x-ray systems is to be provided by client, based on local/national regulations. Phenokey will support the permission process but is not responsible for the receipt of the permission or for resulting delays. The end user of the system must apply for a permission on his own and provide personnel.

3.3 Loading/unloading and storage/installation of unit

Phenokey will supply the materials as per the Incoterms specified. The client will needs to provide the necessary space for the unit to be installed or stored in a sheltered and safe location. Phenokey cannot be responsible for damaged, stolen or missing materials after unloading

Ensure that all prerequisites required for safe lifting and handling of the unit are followed.

3.4 Remote access

It is essential that during the on-site installation up to final acceptance the system can be accessed remotely by specialists 24/7, to allow remote installation and updates of the control software. PhenoKey cannot be responsible for delays caused by lack of accessibility to the software. Incurred costs due to waiting time and delays will be invoiced separately.

For proper maintenance and service of the equipment we recommend having a permanent connection for the device. The pc will only be reachable within client's network if an ethernet connection with LAN access is provided.

3.5 Power supply

Client needs to ensure that a power supply according to our specifications is available. (230V, 50Hz, with ground)

3.6 External data storage

Client needs to ensure that sufficient storage space on external discs or network location is available for the data recorded with the unit. There is only limited storage capacity on the hardware delivered with the machine.



4 Shipping

Shipment of materials is carried out DAP, according to Incoterms 2010.

Destination is

Institute of Chemical Engineering, University of Chemistry and Technology
 Prague
 Technická 1905/5
 16000 Prague 6 - Dejvice
 Czech Republic

Incoterms® 2010

Any mode or modes of transport		Seller	Buyer	
EXW	Ex Works EXW (place of delivery) Incoterms® 2010			The seller must deliver the goods by placing them at the disposal of the buyer at the agreed point
FCA	Free Carrier FCA (place of delivery) Incoterms® 2010			The seller must deliver the goods to the carrier at the agreed point, at the named place on the agreed date or within the agreed period
CPT	Carriage Paid to CPT (place of destination) Incoterms® 2010			The seller must deliver the goods by handing them over to the carrier contracted (Seller contracts for carriage)
CIP	Carriage and Insurance Paid to CIP (place of destination) Incoterms® 2010			The seller must deliver the goods by handing them over to the carrier contracted (Seller contracts for carriage and insurance)
DAT	Delivered at Terminal DAT (terminal at port or place of destination) Incoterms® 2010			The seller must unload the goods and must then deliver them by placing them at the disposal of the buyer at the named terminal
DAP	Delivered at Place DAP (place of destination) Incoterms® 2010			The seller must deliver the goods by placing them at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination
DDP	Delivered Duty Paid DDP (place of delivery) Incoterms® 2010			The seller must deliver the goods by placing them at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination
Sea and inland water transport only		Seller	Buyer	
FAS	Free Alongside Ship FAS (port of shipment) Incoterms® 2010			The seller must deliver the goods by placing them alongside the ship at the loading point at the named port of shipment
FOB	Free on Board FOB (port of shipment) Incoterms® 2010			The seller must deliver the goods by placing them on board the vessel at the loading point at the named port of shipment
CFR	Cost and Freight CFR (port of destination) Incoterms® 2010			The seller must deliver the goods by placing them on board the vessel (Seller contracts for carriage)
CIF	Cost, Insurance and Freight CIF (port of destination) Incoterms® 2010			The seller must deliver the goods by placing them on board the vessel (Seller contracts for carriage and insurance)

This chart should not be used alone, but e.g. together with the ICC Incoterms® 2010 Rule (D) = delivery (the risk passed from the seller to the buyer at the delivery point)

Image 1: explanation Incoterms



5 Warranty, service and maintenance

5.1 Warranty

After final acceptance PhenoKey will provide a 12 month warranty on newly supplied materials that malfunction. Malfunctioning caused by improper use of the system, normal wear and tear, or caused by components improperly installed by third parties are not included in this guarantee.

Any and all costs for staff (Labor, travel, lodging and expenses) are not included in the guarantee. Travel and lodging costs and other expenses are not included in the warranty and are for the account of client.

5.1.1 Limitations client interface points

The unit is equipped with provisions to inject gasses, and to add client supplied equipment for carrying out additional measurements. Unintentional use of these connections, will void warranty.

Examples of misuse can for instance be, but is not limited to:

- Gasses injected may not be corrosive or combustible. Also the relative humidity inside the scanning area may not be above 80%, and condensation due to humid gasses is not allowed. Should any damage be conflicted either directly or indirectly due to applied gasses, warranty will be void, and no responsibility can or will be taken by Phenokey
- The sensor/power connection can only be used for low voltage devices (up to 24V DC, 500mA). Any devices or sensors places in the scanning area may under no circumstances hinder or block operation of the unit, or in other ways damage the unit. Upon any damage or defects caused by such devices, warranty will be void, and no responsibility can or will be taken by Phenokey

5.2 Remote support

On business days, our service department can be reached between 09:00 and 17.00 hrs.

Please note: All times given are CET (Central European Time)



6 Miscellaneous

- All materials remain property of Contractor until the final payment has been affected unless stated otherwise in the contract. Rest materials remain property of Contractor.
- Client grants permission to film and photograph the project for advertising purposes after the commencement of operations.

6.1 Information and Design

- The design and calculations are based on information provided by the Client and on enclosed drawings; any consequences of incomplete or incorrect information are at the cost of the Client.
- It is not allowed to copy, use or show this offer, drawings and other data to third parties without the explicit consent of Phenokey.
- Client is responsible to check that Contractor's goods, materials and installations comply with national/ regional/ local legislation and permits.
- If before, during or after construction adjustments have to be made as a result of national/ regional/ local legislation and permits, all costs are at expenses of the Client.

This agreement is governed by and shall be construed in accordance with the laws of the Netherlands.

The transfer of this document, technical details or prices to third parties is strictly prohibited, unless written authorization is given by Phenokey.

6.2 Export License

Where fulfilment of contractual obligations of Contractor requires a permit due to national, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions), contractual performance will be subject to authorization by the competent authority; in case the authorization is not granted, there shall be no breach of contract or contractual obligation on Contractors part. The same applies if fulfilment of the contract should be prohibited due to the regulations cited.

Any damage compensation obligation due to delays or obstructions to performance in view of national, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions) is expressly barred. The same applies to other claims (such as repayment or guarantee claims, which are due to advance payment bonds, etc.).

If the Client is entitled under the contractual provisions in any specific case to award licenses to the research and development results for use outside of Germany as well, the Client shall comply with any applicable German, European, United States or international foreign trade law regulations, including an embargo (and/or other sanctions)."



7 Pricing and conditions

7.1 Pricing

Pricing for the described scope of work € 142.713,=

Total investment € 142.713,=

7.2 Conditions

Delivery time	6 Months after receipt of Purchase Order and down payment
Quote validity	30 days after quotation date.
Pricing	In EURO, excluding VAT
Payment milestones:	50% at receipt of order 25% before shipment 25% upon delivery at client location
Payment terms:	Payment received by PhenoKey within 30 days after invoice-date, unless otherwise specified.
Terms of delivery:	All our quotations, all orders placed with us and all contracts concluded with us are, unless otherwise specified, subject to the METAALUNIE CONDITIONS. These conditions are attached and filed with the registry of the District Court of Rotterdam.
Excluded:	Changes to standard design, other than known elements Design adjustments to meet local and/or client organization standards VAT and all other taxes and duties any inspection costs and other unknown transit costs, custom inspection, inspection fees, warehouse charges etc.; Sample holders All goods, materials and services not specified All software and algorithms not specified

If you have any questions regarding this offer, please do not hesitate to contact us. We are very much looking forward to work together with you on this project.

Best regards,

PhenoKey BV

xxxxx

Director



