

PURCHASE AGREEMENT

2021 – 59/3136

Ústav organické chemie a biochemie AV ČR, v.v.i.

With its registered office at: Flemingovo nám. 2, 166 10 Praha 6
IČO (business identification number): 61388963
DIČ (VAT identification number): CZ 61388963
Represented by: RNDr. PhDr. Zdeněk Hostomský, CSc., Director
Bank account: [REDACTED]

hereinafter as the “**Contracting Authority**”

and

RH-Bio, s.r.o.

With its registered seat/place of business at: Wolkerova 947/4, Kuřim, PSČ 664 34
IČO (Business Identification Number): 070 94 388
DIČ (V.A.T. Identification Number): CZ07094388
Represented by: Mgr. Radovan Horák, Managing Director
Registered in the Commercial Register of Regional court in Brno, ev. No 106126
Bank account: [REDACTED]

hereinafter as the “**Contractor**”,

the Contracting Authority and the Contractor hereinafter as the “**Contracting Parties**”

have concluded, in compliance with the provisions of Section 2079 et seq. of the Czech Act No. 89/2012 Coll., Civil Code, as amended (“**Civil Code**”), based on the realized public tender Digital dispenser for HTS applications (“**Tender Proceedings**”), this purchase agreement (“**Agreement**”) in the following wording:

1. THE PURPOSE AND SUBJECT OF THE AGREEMENT

- 1.1. The subject of this Agreement is the Contractor’s commitment to deliver Digital dispenser for HTS applications as specified in Appendix 1 to this Agreement (“**Equipment**”) to the Contracting Authority and transfer the ownership rights to the Equipment to the Contracting Authority, as well as the obligation of the Contracting Authority to pay to the Contractor the agreed price for the duly delivered Equipment in accordance with the conditions set in this Agreement. The Equipment will be used for non-contact dosing of liquids (including volatile, viscous, cell suspensions) into 384-1536 well plates.
- 1.2. A part of the Contractor’s delivery is also to supply all the attachments for the Equipment necessary to fulfil the purpose of this Agreement, including the license to the operating software (as described in this Agreement and the appendices hereto), to transport the Equipment to the place of performance, to install the Equipment and to put the Equipment into full operation, to train the staff of the Contracting Authority concerning use of the Equipment in the place of performance in the extent necessary for realization of the purpose of this Agreement, to hand over the documents needed

to take over and use the Equipment, and to provide the guarantee service (including free update of the software within the guarantee period).

- 1.3. The Contractor is entitled to use for performance of this Agreement subcontractors, whereas the Contractor is obliged to state the list of subcontractors in Appendix 2 to this Agreement. If the Contractor does not use for performance of this Agreement subcontractors, then the Contractor is obliged to annex as appendix to this Agreement a declaration of honour stating that the subcontractors shall not be used for performance of this Agreement.

2. THE PLACE AND TIME OF PERFORMANCE

- 2.1. The place of performance is Flemingovo náměstí 2, 166 10 Prague 6, Czech Republic, laboratory A.2.97.
- 2.2. The Contractor shall supply the Equipment including installation and putting the Equipment into full operation within 8 weeks from the effective date of this Agreement.
- 2.3. The Contracting Authority shall confirm the proper delivery of the Equipment in writing on the handover protocol, based on which the Contractor can charge for the delivery of the Equipment and issue the respective invoice (tax document).
- 2.4. The Contracting Authority is not obliged to accept the Equipment if it has any defects or if the Contractor has not properly fulfilled its obligations stipulated in the Agreement. In such a case, the Contracting Authority shall inform the Contractor about the reasons for non-acceptance of the Equipment.
- 2.5. Nevertheless, the Contracting Authority can accept the Equipment even if it has defects or the Contractor has not properly fulfilled its obligations stipulated in the Agreement. In such a case, the Contracting Authority shall list in the handover protocol all the defects discovered. In that case, the Contracting Authority is, based on this Agreement, entitled to all claims under this Agreement in connection with the defects listed.
- 2.6. The Contractor shall remove the defects listed in the handover protocol or fulfill other claim arising from defects selected by the Contracting Authority within 2 working days from the date of issue of this protocol, if the Contracting Parties do not agree otherwise.

3. THE ACQUISITION OF OWNERSHIP RIGHTS AND THE RISK OF DAMAGE TO THE EQUIPMENT

- 3.1. The Contracting Authority shall acquire the ownership rights to the Equipment at the moment of its receipt. The Contractor assumes the risk of damage to the Equipment until it is taken over by the Contracting Authority.

4. THE QUALITY OF THE EQUIPMENT AND ITS DEFECTS

- 4.1. The Equipment shall be supplied in the required quality and shall always:
 - a) have the properties required by this Agreement and its appendices;
 - b) have the properties in accordance with the purpose of this Agreement as it arises from the content of this Agreement;
 - c) be made according to all applicable standards and technological regulations;
and
 - d) be in compliance with applicable legislation.
- 4.2. The Contractor is responsible for the defects which the delivered Equipment has at the moment of its take-over by the Contracting Authority, as well as for the defects of

the Equipment, which shall appear during the guarantee period after the Equipment is taken over by the Contracting Authority.

Quality Guarantee

- 4.3. The Contractor provides the Contracting Authority with a quality guarantee to the Equipment (any of its components or accessories) for a period of 12 months from the date when the Equipment is taken over by the Contracting Authority and it is confirmed on the handover protocol. The Contractor is responsible for any defect which appears during the guarantee period.
- 4.4. The guarantee period is interrupted for the period during which the Contracting Authority cannot use the Equipment or its part for defects for which the Contractor is responsible.
- 4.5. If the Equipment which has been handed over is defective, the Contracting Authority may choose from the following:
 - require the removal of the defect in time limits according to paragraph 4.13 of this Agreement;
 - require adequate discount from the price of the Equipment; or
 - withdraw from this Agreement.
- 4.6. Unless the Contractor removes the defect within the time period set in this Agreement, the Contracting Authority can, at its discretion, either choose another claim arising from this Agreement or remove the defect on its own or through another party at the expense of the Contractor. In that case, the Contractor is obliged to pay upon request of the Contracting Authority all the costs incurred by the Contracting Authority for removal of the defect or in connection with such removal.
- 4.7. If the Contracting Authority has selected as a claim arising from defects discount from the purchase price, the Contracting Authority shall propose the amount of discount in writing to the Contractor. Unless the Contractor rejects this proposal in writing within 10 days from its receipt, the amount of the discount proposed by the Contracting Authority is binding for both Contracting Parties. If the Contractor rejects the proposed amount of discount from the purchase price in time and if the Contracting parties do not agree otherwise within 30 days from raising of the claim on discount of the purchase price by the Contracting Authority, the amount of discount shall be determined by an expert selected by the Contracting Authority from a list of experts. The discount determined by the expert shall be then binding for both Contracting Parties.
- 4.8. The costs of the expert assessment according to the above stated provision are borne by the Contractor unless it is proven that there was no defect. The Contractor is obliged to pay for such expenses at the latest together with the discount from the purchase price of the Equipment.
- 4.9. The Contracting Authority undertakes to provide the Contractor with the necessary cooperation within removal of the defects which can be reasonably required, in particular to enable the Contractor works aiming at removal of the defects.
- 4.10. The Contractor undertakes that it will, within removal of the defects, respect the operating instructions of the Contracting Authority if they are issued and to proceed in such a manner so as to minimize the interference in the use of the Equipment by the Contracting Authority and the normal operation of the Contracting Authority.

- 4.11. The guarantee service is such an activity of the Contractor which prevents the formation of defects of the Equipment and helps to preserve the properties of the Equipment.
- 4.12. The Contractor shall ensure at his expense free guarantee service to the Equipment at the place of installation of the Equipment according to the below stated conditions. The Contracting Authority shall report the guarantee defects to the following Contractor's email address [REDACTED]
- 4.13. The binding time limits for removal of the guarantee defects:

The guaranteed period for the receipt and acceptance of the reported defect by the Contractor	The guaranteed period for the removal of the defect
1 working day	3 working days, if not agreed otherwise by the Contracting Parties

5. OTHER OBLIGATIONS OF THE CONTRACTOR

- 5.1. The Contractor is obliged to comply with all obligations included in his bid within the Tender Proceedings even if they are not explicitly expressed in this Agreement.
- 5.2. The Contractor agrees that all information provided to the Contracting Authority in compliance with this Agreement and Czech legislation can be published by the Contracting Authority, including this Agreement.
- 5.3. The Contractor undertakes to have an insurance contract, the subject of which is the liability insurance for damage caused by the Contractor to a third party, effective during the installation of the Equipment. The insurance coverage must be at least EUR 100 000 for one claim event. The Contractor must present to the Contracting Authority the insurance contracts or certificates proving the existence of the insurance in the extent specified in this paragraph upon request of the Contracting Authority prior to the installation of the Equipment.

6. THE PRICE OF THE EQUIPMENT

- 6.1. The total price of the Equipment and other performance of the Contractor under this Agreement is CZK 1 899 000 excluding VAT.
- 6.2. The Contractor explicitly declares and assures the Contracting Authority that the price of the Equipment includes all the costs of the Contractor associated with the performance of this Agreement. The price of the Equipment is final. The price of the Equipment includes in particular:
- a) the transport, installation of the Equipment and putting the Equipment into full operation in the place of performance of the Agreement;
 - b) the remuneration for use of software necessary for operation of the Equipment;
 - c) training of the staff of the Contracting Authority concerning use of the Equipment (at least 2 days);
 - d) guarantee service (including labour, material and travel costs) and upgrade of the software to the Equipment within the guarantee period;
 - e) the costs of proper packaging;
 - f) customs duties and fees;
 - g) guaranty to the extent specified by this Agreement;

h) all other costs and fees necessary for proper fulfillment of this Agreement.

- 6.3. The price for the Equipment does not include VAT in accordance with the Act No. 235/2004 Coll., on Value-Added Tax, as subsequently amended ("**Value-Added Tax Act**"); the Price for the Equipment shall be increased by VAT, which the Contractor will have to pay or declare in any form according to the Value-Added Tax Act, in the wording in effect on the day of taxable supplies. The price for the Equipment already includes all the possible taxes and fees that the Contractor may have to pay or declare in any form under any applicable foreign laws.
- 6.4. The Contractor undertakes to inform the Contracting Authority immediately in writing about the fact that the tax administrator has issued a decision that the Contractor is an unreliable payer in the sense of the provisions of Section 106a of the Value-Added Tax Act. The Contractor is obliged to send this notice to the Contracting Authority without delay after receiving such a decision of the tax administrator, no matter if this decision has already come into force.
- 6.5. The Contractor undertakes to inform without delay the Contracting Authority in writing about the existence of the final decision of the tax administrator that the Contractor is an unreliable tax payer in the sense of the provisions of Section 106a of the Value-Added Tax Act, about the withdrawal of such a decision of the tax administrator and about the decision of the tax administrator that the Contractor is no longer an unreliable payer in the above-mentioned sense.
- 6.6. The Contracting Parties have agreed that the Contracting Authority shall pay taxable performance to the Contractor (to a provider of taxable performance) only to the account of the Contractor which is published by the tax administrator in a manner enabling remote access; until the Contractor has provided the number of such a bank account, the obligation of the Contracting Authority to pay the price of the Equipment is not due. This provision shall not be used, if the Contractor is a person who is not registered as value added tax payer in the Czech Republic.
- 6.7. If the Contractor breaches its obligations listed in the preceding paragraphs of this Agreement, the Contractor must pay the Contracting Authority a contractual penalty in the amount corresponding to the liability incurred by the Contracting Authority by virtue of its guarantee (i.e. in the amount of unpaid VAT). The payment of such a contractual penalty does not limit or otherwise affect the right to the compensation for the (also non-material) damage causally connected with the breach of the obligation, to which the contractual penalty applies.

7. THE TERMS OF PAYMENT

- 7.1. The price for the Equipment shall be paid by the Contracting Authority in CZK/EUR. The price for the Equipment shall be paid based on an invoice (a tax document) issued by the Contractor in compliance with this Agreement.
- 7.2. Should the invoice issued by the Contractor not have the adequate particulars required by this Agreement or legislation, the Contracting Authority is entitled to return it within the due date to the Contractor for completion without exceeding the due date. The period of the due date begins anew once the properly completed and corrected invoice is delivered to the Contracting Authority again.

7.3. The Particulars of the Invoice

The invoice issued by the Contractor according to this Agreement must contain at least the following particulars:

- 7.3.1. a reference to this Agreement;

- 7.3.2. all the details of a proper accounting and tax document required by the relevant legislation (mainly, but not exclusively, the Value-Added Tax Act);
 - 7.3.3. the description of the invoiced Equipment and the invoiced price;
 - 7.3.4. a copy of the respective handover protocol on the takeover of the Equipment by the Contracting Authority as an attachment.
- 7.4. If the requirements for the issue of an invoice (tax document) based on this Agreement are met, the Contractor is obliged to deliver this invoice to the Contracting Authority without undue delay, not later than within 3 working days from fulfilment of the respective conditions for issue of the invoice under this Agreement. The invoice issued by the Contractor in accordance with this Agreement is due within 21 days counted from delivery of the invoice to the Contracting Authority.
- 7.5. If the invoice is issued in accordance with this Agreement, the Contracting Authority shall pay it by the due date. The Contracting Authority shall pay the amount owed by sending it to the Contractor's account listed in this Agreement and will abide by the conditions stated in paragraph 6.5. of this Agreement.

8. SANCTIONS

- 8.1. Should the Contractor be in default with the handover of the Equipment in terms of the time limits set in this Agreement, the Contractor is obliged pay to the Contracting Authority a contractual penalty in the amount of 0.05 % from the price of the Equipment for each commenced day of delay.
- 8.2. Should the Contractor be in default with satisfaction of a claim arising from defects raised by the Contracting Authority within the time limit for satisfaction of a claim according to this Agreement, the Contractor is obliged to pay to the Contracting Authority a contractual penalty in the amount of 0.05 % from the price of the Equipment, for each commenced day of delay and for each individual case of delay.
- 8.3. If the Contracting Authority is in arrears with payment of an invoice properly issued by the Contractor and delivered to the Contracting Authority in accordance with this Agreement, the Contractor is entitled to interest on late payment in the amount of 0.01 % of the amount owed for each commenced day of delay.
- 8.4. Exercise of a claim for contractual penalty does not limit the right on compensation for the (also non-material) damage in the full extent of such a damage.
- 8.5. The penalty payment notice must be sent in writing; the contractual penalty is due within 14 calendar days from the date of delivery of the notice.

9. MUTUAL COMMUNICATION OF THE CONTRACTING PARTIES

- 9.1. All the communication or other negotiations of the Contracting Parties in connection to this Agreement shall be addressed in English to the below-listed representatives of the Contracting Parties according to this Agreement. Should this Agreement require a written form for some communication or other negotiations between the Contracting Parties, such a communication shall be sent through a postal service provider to the registered address of the respective Contracting Party to the attention of the representative of this party according to this Agreement or handed over to this representative in person against a written confirmation of receipt.

9.2. For the purposes of this agreement, the Contracting Authority is represented by:

in technical issues: [REDACTED]

in contractual matters: [REDACTED]

in supplier-customer relations: [REDACTED]

For the purposes of this agreement, the Contractor is represented by:

[REDACTED]

10. AMENDMENTS TO THIS AGREEMENT AND ITS DURATION

10.1. This Agreement may only be amended or modified by numbered written addenda signed by both Contracting Parties. The provisions of Section § 558, Subsection 2 of the Civil Code shall not be applied.

10.2. This Agreement shall enter into force upon its signing by both Contracting Parties and shall become effective upon its publication in the Register of Contracts under the Act. No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (Act on the Register of Contracts), as amended.

10.3. **Withdrawal from the Agreement**

Should there be a delay in the performance of the contractual obligations of one Contracting Party, the other party is entitled to terminate this Agreement by withdrawing from it in compliance with the provisions of Section 2001 et seq. of the Civil Code. In the event of a substantial breach of contractual obligations, the other party is entitled to withdraw from the Agreement provided that the delayed party is informed about the withdrawal without undue delay following to the acknowledgement of the respective breach. If a party does not, in the event of a substantial breach of the Agreement, withdraw from this Agreement without undue delay, it may withdraw based on the same breach by following the procedure applicable for a minor breach of the Agreement. A substantial breach of contractual obligations is particularly, but not exclusively:

10.3.1. on the side of the Contractor: if the Contractor does not properly fulfill its duty to handover the Equipment within the time limit under this Agreement;

10.3.2. on the side of the Contractor: if the Contractor does not, within the time limit under this Agreement, properly remove defects or satisfy the claims from the defects of the Equipment chosen by the Contracting Authority based on the defects listed in the handover protocol;

10.3.3. on the side of the Contracting Authority: a delay in the payment of the price for the Equipment based on an invoice properly issued in accordance with this Agreement longer than 60 days;

10.3.4. on either side: a breach of other obligations, which is considered a substantial breach of contractual obligations by this Agreement.

In the event of a minor breach of contractual obligations, the other party is entitled to withdraw from the Agreement provided that the delayed party does not fulfill its obligation even within a reasonable additional period that has been provided to it.

10.4. **The Assignment of the Rights Arising from the Agreement and Set-off**

- 10.4.1. The Contractor is not entitled to assign this Agreement or its part or transfer any of its claims arising from this Agreement or its part to a third party without the prior written consent of the Contracting Authority.
- 10.4.2. The Contractor agrees that its claims against the Contracting Authority arising from this Agreement cannot be unilaterally set off.
- 10.4.3. The Contractor is aware of the fact that the consent of the Contracting Authority with the assumption of any debt (obligation) of the Contractor arising from this Agreement by a third party must be given by the Contracting Authority in writing.

11. FINAL PROVISIONS

- 11.1. This Agreement as well as any non-contractual obligations related to this Agreement are governed by Czech law.
- 11.2. Business practices concerning the agreed or follow-up performance do not take precedence over contractual arrangements or provisions of law, even if such provisions do not have overriding mandatory effect.
- 11.3. If the circumstances after the conclusion of the Agreement change to such an extent that the performance will be more difficult for the Contractor or there will be a gross disproportion between the rights and obligations of the Contracting Parties, it does not affect in any way the Contractor's obligations arising from this Agreement; the provisions of Section 1765, Subsection 1 and 1766 of the Civil Code shall not be applicable and the Contractor, in accordance with Section 1765, Subsection 2 of the Civil Code, assumes the risk of changing circumstances.
- 11.4. The Contracting Parties exclude the application of the provisions of Sections 1799 and 1800 of the Civil Code on clauses in adhesion contracts.
- 11.5. Neither of the Contracting Parties is authorized to incorporate any right arising from the Agreement or its breach into a security.
- 11.6. The presumption of the mail delivery period according to provisions of Section 573 of the Civil Code is not applicable between the Contracting Parties.
- 11.7. The provisions of this Agreement are severable in the sense that if some of the provisions of this Agreement become invalid, it does not annul the entire Agreement. In such case, the Contracting Parties undertake to replace the invalid provision by a valid one that best meets the intended purpose of the invalid provision. Until then, the relation between the Contracting Parties is governed by applicable legislation of the Czech Republic.
- 11.8. Any controversy arising out of this Agreement or in connection herewith shall fall within the jurisdiction of the locally competent court based on the place of business of the Contracting Authority.
- 11.9. This Agreement has been made in one electronic counterpart.
- 11.10. The following appendices form an integral part of the Agreement: Appendix 1 – Equipment Specification, Appendix 2 – List of subcontractors or declaration of honour of the Contractor stating that the subcontractors shall not be used for performance of this Agreement.

Prague

Kuřim

Ústav organické chemie a biochemie AV RH-Bio, s.r.o.
ČR, v.v.i.

RNDr. PhDr. Zdeněk Hostomský, CSc.
Director

Mgr. Radovan Horák
Managing Director

Appendix 1 – Equipment Specification

The minimum specification required:

- Small portable Benchtop equipment (app. 60 x 60 cm, 30 kg)
- Non-contact dosing of liquids in the volume range of 50 nl - 200 ul into microplates – handling of 6-well to 1536-well plates
- Piston technology without the need for disposable chips or tips - all washable with the possibility of repeated use
- Suitable for accurate dosing of volatile, viscous and protein solutions
- Suitable for dosing cell suspensions into 384 and 1536 well plates while preserving optimum cell viability
- Dispensing of up to 8 different liquids simultaneously
- Speed: spread 100 µl per 96-well plate or 10 µl per 384-well plate within one minute.
- Possibility of dosing from bottles, Falcons and syringes
- Dead volume up to 150 uL when liquid transfer is done without tubing
- Compatibility with all commonly used plates from various manufacturers 6 - 1536 holes (including deep-well plates)
- Transferring liquids either to the well bottom or to the well wall (to prevent liquid foaming)
- Complete PC workstation equipped with OS and appropriate software necessary to operate the device

License agreement concerning use of the software:

- 1) The Contractor hereby grants to the Contracting Authority from the moment of acquisition of the ownership right to the Equipment the license for use of the software in the extent necessary for fulfilment of the purpose of this Agreement. The Contractor grants to the Contracting Authority a non-exclusive, territorially unlimited license to software for unlimited period of time.
- 2) The Contractor declares that the Contracting Authority shall not be obliged to make any paid modification or upgrade of the software, which would condition fulfilment of the purpose of this Agreement and operation of the Equipment. Any modification or upgrade of the software necessary for operation of the Equipment for the whole guarantee period shall be done by the Contractor free of charge.
- 3) The Contractor declares that he is entitled to grant the license to the Contracting Authority in the above stated extent.

The Contractor declares that the Equipment meets the above mentioned technical requirements, whereas the Contractor states the concrete specification of the Equipment as follows:

minimum specification required		comment
Small portable Benchtop equipment (app. 60 x 60 cm, 30 kg)	YES	425 x 555 x 180 mm 15 kg
Non-contact dosing of liquids in the volume range of 50 nl - 200 ul into microplates – handling of 6-well to 1536-well plates	YES	50 nl – ∞ in 0.05 nl increments 6-well to 3456-well plates
Piston technology without the need for disposable chips or tips - all washable with the possibility of repeated use	YES	
Suitable for accurate dosing of volatile, viscous and protein solutions	YES	
Suitable for dosing cell suspensions into 384 and 1536 well plates while preserving optimum cell viability	YES	
Dispensing of up to 8 different liquids simultaneously	YES	8
Speed: spread 100 µl per 96-well plate or 10 µl per 384-well plate within one minute.	YES	96 wells, 100 µl: within 35 s 384 wells, 10 µl: within 22 s
Possibility of dosing from bottles, Falcons and syringes	YES	
Dead volume up to 150 uL when liquid transfer is done without tubing	YES	Total 125 µl with syringe; 65 µl valve net.
Compatibility with all commonly used plates from various manufacturers 6 - 1536 holes (including deep-well plates)	YES	
Transferring liquids either to the well bottom or to the well wall (to prevent liquid foaming)	YES	
Complete PC workstation equipped with OS and appropriate software necessary to operate the device	YES	

Appendix 2 – List of subcontractors or declaration of honour of the Contractor stating that the subcontractors shall not be used for performance of this Agreement

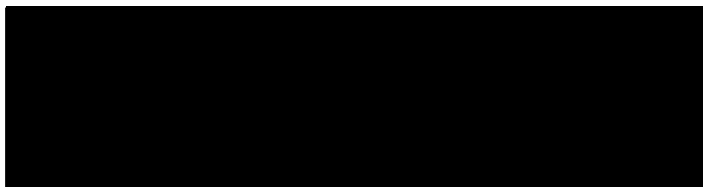
Name of Public Contract: **“Digital dispenser for HTS applications “**

Contractor: **RH-Bio, s.r.o.**
With its registered seat at: Wolkerova 947/4, 664 34 Kuřim
legal form: s.r.o. (private limited company)
ID: 07094388
VAT ID: CZ07094388
Represented by: Mgr. Radovan Horák, Managing Director

List of subcontractors to whom the Contractor pays more than 10% of the total price of the public contract:

1. Fritz Gyger AG

With its registered seat at: Bodmerstrasse 12, CH-3645 Gwatt (Thun), Switzerland
legal form: AG (public limited company)
ID: CH-092.3.014.864-2
VAT ID: CHE-109.060.718
type of participation: delivery of the device



Mgr. Radovan Horák
Managing Director