IAB
Institute of Applied Biotechnologies

Quotation
Project S22_021

Sequencing using NovaSeq 6000 platform (Illumina)

BIOCEV
Průmyslová 595
252 50 Vestec

They already know us

Our Project Partners

Offer Specifications for Project S22_021

Requirements and conditions:

Sample transport	**YES**
Quality and quantity control of nucleic acid	**NO**
NGS Library prepration	**NO**
Quality and quantity control of NGS libraries prepraed by customer	**YES**

NGS library specifications

Number of NGS libraries	2 in 1 pool
NGS library prep kit	Chromium Next GEM Single Cell 3' Kit v3.1
Source of samples	Mouse
Concentration and volume	C > 4 nM ;min 30 µl

Type of control

Fluorometric quantification
Capillary gel electrophoresis

Quality and quantity control of NGS libraries preprared by IAB	**NO**
Sequencing on Illumina platform	**YES**

Requirements

Pre-sequencing	NO
Illumina instrument	NovaSeq 6000 (Illumina)
Sequencing reagent kit	S4 300 cycles shared run
Sequence output	2 B reads in total

Data analysis	**YES**

Type of analysis

FASTQ

Advanced data analysis	**YES**

Type of analysis

Cell Ranger (Mouse RNA) demultiplexing only

Specificactions above follow confirmed request form for project S22_021

Quotation for Project S22_021

Supplier	Customer
Institute of Applied Biotechnologies a.s.	**BIOCEV**
Služeb 3056/4 108 00 Praha 10	Průmyslová 595 252 50 Vestec
Headquater Služeb 3056/4, 108 00 Praha 10 IČ: 27225712, DIČ: CZ27225712 Městský soud Praha, ooddíl B, vložka 9836	
Contact	Contact
Phone	Phone
E-mail	E-mail

The subject of the offer:

Quotation Date	17.01.2022
Expiration Date	19.03.2022

Description	Quantity	Price per unit	Price excluding VAT	VAT
Sequencing using NovaSeq 6000 platform (Illumina)			Kč	21%

Total price excluding VAT	**96 609 Kč**
VAT	**20 288 Kč**
Total price including VAT	**116 897 Kč**

Sequencing service follows General Terms and Conditions of Institute of Applied Biotechnologies a.s.

General Terms and Conditions

Company ID No.: 272 25 712, VAT ID No.: CZ27225712, with its registered office at Služeb 3056/4, Strašnice, 108 00 Prague 10, Czech Republic entered in the Commercial Register maintained by the Municipal Court in Prague under file No. B 9836

1 Terms and Definitions

1.1 In these General Terms and Conditions, the following terms are used with the definitions specified below:
a) "GTC" are the Provider's General Terms and Conditions;
b) "Provider" is the Institute of Applied Biotechnologies, a.s., ID No.: 27225712, VAT ID No.: CZ27225712, with its registered office at Služeb 3056/4, 108 00, Prague - Strašnice, Czech Republic, entered in the Commercial Registered maintained by the Municipal Court in Prague, Section B, Insert 9836;
c) "Customer" is an entity requesting or ordering the delivery of Goods or provision of Services from the Provider;
d) "Agreement" is any agreement between the Provider and the Customer for the delivery of Goods or provision of Services by the Provider;
e) "Service" is any laboratory analysis of a sample provided using methods, procedures and to the extent specified in the Provider's offer;
f) "Goods" are the Provider's own products or third-party products offered by the Provider for sale or use;
g) "Sample" is any chemical or biological material provided by the Customer to the Provider, typically for the purpose of performing Services specified in the offer;
h) "Website" is the website at "www.iabio.eu".

2 GTC Applicability

2.1 The GTC govern the mutual rights and obligations of the parties while concluding Agreements, the content of the Agreements and relations arising therefrom or related thereto, in all cases where the Provider is to deliver or provide the other or third party Goods or Services unless expressly agreed otherwise in writing.
2.2 The GTC are part of every Agreement concluded between the Provider and Customer. Where the provisions in the Agreement provide otherwise, such provisions will prevail over these General Terms and Conditions. The Agreements do not include any other provisions outside the content of the Agreements and the GTC which would supplement or contradict the GTC, especially the Customer's general terms and conditions, the application of which is expressly excluded, even if the Provider does not provide a special exception to reject such general terms and conditions of the Customer.

3 Concluding Agreements

3.1 An Agreement is concluded lawfully only if:
a) both parties will sign or otherwise confirm the document containing all contractual arrangements; b) the Provider confirms the order of the Customer (acceptance of the Provider's offer by the Customer); the acceptance of the Provider's offer by the Customer is not deemed as an order and the Agreement is not concluded unless this acceptance (order) is confirmed by the Provider.
3.2 The Customer is obliged to send a request for the provision of Services or delivery of Goods via e-mail to "iabio@iabio.cz", or to the e-mail address of the Provider's specific employee, or in paper form to the Provider's registered office.
3.3 Based on the Customer's request and according to Article 3.2 of the GTC, the Provider will issue an offer that is limited in time to a period specified therein, or if not specified, to a period of 1 month from its dispatch. The offer will always contain the definition of Goods or Services and their price. In the case of provision of Services, the offer also includes: (i) specification of quantitative parameters of the sample to be provided by the Customer to the Provider for the performance of the Service; (ii) the extent of the Service based on the Customer's description; (iii) the description of the data output of the Service.
3.4 The Agreements may be concluded without specifying the price if the Provider confirmed the order. In such a case, the price amount is governed by Article 5.1 of the GTC.

4 Form of Legal Action

4.1 The Agreement between the Provider and the Customer may only be concluded in writing. The parties are also obliged to perform all legal actions related to the Agreement in writing, including pre-contractual negotiations, amendments and termination of the Agreement.
4.2 The use of electronic communication or means of remote communication enabling permanent capture of the content General Terms and Conditions of the Institute of Applied Biotechnologies a.s. Institute of Applied Biotechnologies a.s. 2 Company ID No.: 272 25 712, VAT ID No.: CZ27225712, with its registered office at Služeb 3056/4, Strašnice, 108 00 Prague 10, Czech Republic entered in the Commercial Register maintained by the Municipal Court in Prague under file No. B 9836 (e.g. e-mail, data box system) is also considered a written form. The electronic mail may only be delivered to the Provider to the address iabio@iabio.eu unless the Provider gives another address for the written communication; in the event of a violation hereof, the Provider is entitled to claim non-delivery of the message.

5 Price and Settlement

5.1 The Provider is entitled to remuneration (price) for the delivery of Goods or provision of Services. The price of the Goods or Services is determined in the Provider's offer. In cases where the price has not been agreed, or the Agreement is invalid, the Provider is entitled to charge the Customer the usual price for which it delivered/provided identical or similar goods or services to other customers in the near time period; for the purposes of determining the usual price, the reduction in prices through discounts are not taken into account.
5.2 Unless expressly agreed otherwise, the offered price does not include VAT which the Provider is entitled to add to the agreed price in the amount specified by the applicable regulations. All incidental or extraordinary costs associated with the delivery of Goods or provision of Services will be borne by the Customer.
5.3 The Customer may prepay the provision of Services with the Provider. However, the price and conditions of their provision are determined by the Agreement concluded for the provision of a specific Service. The Provider is not obliged to return unused prepaid funds.
5.4 The Provider will charge the price for the Goods or Services using a tax document delivered to the Customer. The price is payable within 14 days from the date of issue of the tax document by the Provider.
5.5 The Provider is entitled to choose to deliver the tax documents either in electronic or paper form. The Customer is obliged to immediately inform the Provider of any change in the billing information.
5.6 In the event of the Customer's default on paying the price or other Provider's monetary receivables, the Customer is also obliged to pay the Provider a contractual penalty of 0.05% of the amount due for each day of such default; the Provider's right to damages is not affected.
5.7 The Provider is entitled to demand the payment of the price or part thereof from the Customer before the conclusion of the Agreement or delivery of Goods or provision of Services up to 100% of the price of Goods or Services on the basis of the relevant tax document issued by the Provider for such payment. In such a case, any deadlines for the Provider's performance do not start to run earlier than the day of the amount being fully paid by the Customer.

6 Rights and Obligations of Parties

6.1 The Customer is obliged to comply with the agreed procedures and requirements, especially those set by the Provider for the preparation and delivery of the samples specified in the offer. The Provider is not liable for not being able to provide the Service or to correctly assess its results due to the Customer's violation of its obligations or provision of defective samples; the Provider's right to the agreed remuneration is not affected.
6.2 The Provider is obliged to deliver the Service with appropriate expertise; the proper performance of the Service is not bound to achieving the result of the analysis of samples (producing the agreed data outputs). Even if all Provider's requirements in connection with the delivered samples and Provider's proper and professional performance hereunder are fulfilled, it may not be possible to obtain the agreed data outputs; the Provider's right to the agreed remuneration is not affected.
6.3 While providing the Service, the Provider does not provide and is not liable for the interpretation and subsequent use of the results of the agreed laboratory analyses and data outputs of the Service.
6.4 The Customer may not provide such samples to the Provider without its express written consent, which are or may be in their nature or properties causing damage to health or property; the Customer must notify the Provider of such defects in writing and in advance. The Customer is obliged to compensate the damage incurred as a result of a violation of these obligations in full.
6.5 The Customer is obliged to properly mark all the samples so they cannot be confused. The sample labels must be anonymised, respectively pseudonymised, and in accordance with applicable regulations. The samples must be accompanied by a completed Sample Specification Sheet. In the event the Customer violates this obligation, the Provider has the right to withdraw from the Agreement and to claim compensation for costs incurred.
6.6 After the Service is performed or in the case of justified refusal to deliver the Service or withdrawal from the Agreement, the Provider is not obliged to return or store the samples or products created from their processing; however, it is entitled General Terms and Conditions of the Institute of Applied Biotechnologies a.s. Institute of Applied Biotechnologies a.s. 3 Company ID No.: 272 25 712, VAT ID No.: CZ27225712, with its registered office at Služeb 3056/4, Strašnice, 108 00 Prague 10, Czech Republic entered in the Commercial Register maintained by the Municipal Court in Prague under file No. B 9836 to dispose of them unless the parties agree otherwise.
6.7 The Provider is entitled to refuse to take over the samples, to provide the Service, to withdraw from the Agreement and to claim compensation from the Customer if the samples appear defective, in particular, when (i) they are not prepared, marked, anonymised, respectively pseudonymised, packaged or transported in accordance with the Provider's requirements or their nature; (ii) they do not comply with the metrics specified in the Sample Specification Sheet; (iii) they can cause damage; (iv) they appear to be damaged or destroyed under the circumstances. In case of insufficient anonymisation, respectively pseudonymisation, of the samples by the Customer, the Provider is obliged to refuse to provide the Service.
6.8 The Provider is responsible for the transport of the samples to the Provider, or for the handover of the results of the Service on a tangible medium, and is entitled to use the services of suitable third parties (carriers); the Provider is not liable for the proper performance of such third parties.
6.9 The Customer is obliged to inform the Provider well in advance (if possible prior to concluding the Agreement) of any special requirements for handling and storing the samples and to provide the Provider with information on their nature and properties necessary for the transport and processing of such samples. When handing over the samples for transportation, the Customer will observe all the rules specified in the Requirements for Sample Transportation.
6.10 The Provider is not obliged to insure the samples and their handling. If the parties agree on insuring the samples, the insurance premium is not included in the price of the Service and is paid by the Customer.
6.11 The Provider takes over the samples only after the Agreement is concluded by taking it over from the carrier at the place of delivery.
6.12 The risk of damage to the samples passes to the Provider at the moment of taking over the samples from the Customer or the carrier at the Provider's registered office or business premises. The Provider undertakes to store the samples in such a way as not to damage or destroy them.

7 Liability

7.1 The delivered Goods and provided Services are not covered by a quality guarantee unless otherwise agreed in writing.
7.2 The Provider will deliver the Goods or provide the Services within the agreed period, or within a period appropriate to the circumstances, however, no later than within 30 days.
7.3 The period of performance begins on the day all conditions for the delivery of Goods or provision of Services on the part of the Customer are fulfilled (e.g. delivery of samples to the Provider fully complying with its requirements and enabling the provision of Services or payment of the required advance payment).
7.4 If the Provider does not provide the agreed performance within the specified deadline, the Customer is entitled to request the Provider to complete the performance. If the Provider does not provide performance within the additional grace period of 7 days from the Customer's written notice, the Customer is entitled to withdraw from the Agreement and demand the price paid to be refunded.
7.5 The Provider is not liable for any losses, costs, claims or damage caused by late delivery or non-delivery of the Goods or Services.
7.6 The Provider is not liable for any damage, failure to meet an obligation, including default or incorrectness of the Service output, if such occurred as a result or within the influence of force majeure, which means, in particular, an unavoidable natural event or technical failure, strike, war or state of emergency, national directive or directive of authority in the Czech Republic or another country.
7.7 Each party is responsible for damage caused in accordance with applicable legal regulations and the Agreement. Both parties will make every effort to prevent the occurrence of damage and to minimise any damage already incurred.
7.8 Neither party is liable for any damage or defects resulting from incorrect instruction or violation of the other party's obligation.
7.9 Any claims of the parties for damages, including lost profits, demand for satisfaction, damage to reputation or good name and penalties for the breach of the Agreement are limited to amounts equal to the price of performance of the Provider under the Agreement, with the exception of:
a) disclosure of information damaging the good name or reputation of the other party; General Terms and Conditions of the Institute of Applied Biotechnologies a.s. Institute of Applied Biotechnologies a.s. 4 Company ID No.: 272 25 712, VAT ID No.: CZ27225712, with its registered office at Služeb 3056/4, Strašnice, 108 00 Prague 10, Czech Republic entered in the Commercial Register maintained by the Municipal Court in Prague under file No. B 9836
b) contractual penalties according to Article 5.6 of the GTC;
c) Provider's claims due to harmful or other defects of the samples;
d) Provider's claims due to the violation of the Customer's obligation in anonymising the samples or ensuring the necessary consents from the sample subjects.
7.10 Under no circumstances may the Provider be imposed any other or stricter obligation or liability than those set out in the GTC unless expressly stated in writing and confirmed by persons authorised to act on behalf of the Provider or persons expressly authorised to act in these matters.

8 Personal and Confidential Information

8.1 The Provider only takes over anonymised, respectively pseudonymised, samples. All risks and responsibilities resulting from inconsistent anonymisation or allowing the identification of the sample subject are borne by the Customer. In the event that any obligation arises for the Provider in connection therewith, the Customer undertakes to release the Provider from such obligation, to fulfil it on its behalf or to provide full compensation.

8.2 The Provider processes the Customer's personal data for the purpose of performing under the Agreement concluded with the Customer for its duration, or for the time necessary to protect or enforce the rights and obligations arising therefrom and from its performance. The Provider does not process the personal data of the sample subjects.

8.3 Both parties are obliged to maintain the confidentiality of the other party's sensitive information which they have learned in connection with the mutual business relations and while providing the Services under the GTC, with the exception of cases where the disclosure of such information to a third party is necessary to comply with the parties' obligations under the Agreement, their enforcement or to comply with the applicable regulations. In the event this obligation is violated, the parties will compensate each other for the damage incurred.

8.4 The processing of personal data by the Provider is regulated in the documentation available at the Provider's website https://www.iabio.eu/downloads/.

9 Governing Law, Jurisdiction

9.1 The Agreement, the relations arising therefrom or related thereto and the relations arising from its invalidity are governed by the Czech law.

9.2 All disputes between the parties, disputes arising from or related to the Agreement, including the assessment of its validity are to be settled exclusively by the competent courts of the Czech Republic. The court with territorial jurisdiction to resolve these disputes is exclusively the one in the location of the Provider's registered office at the time of the commencement of the proceedings.

10 Final Provisions

10.1 In the event that any provision of the Agreement, including the GTC, becomes invalid or ineffective, and it is not a provision which could cause the invalidity or ineffectiveness of the entire Agreement or the GTC, the other provisions of the Agreement, including the GTC, remain unaffected. The parties or the applicable authority will replace the invalid or ineffective provisions by one which corresponds as closely as possible to the original intention of the parties in both business and legal sense. Notwithstanding the above, the invalidity of the Agreement or the GTC or the termination of their effectiveness does not affect the validity or effectiveness of the choice of governing law, international or local jurisdiction under Articles 9.1, 9.2 and 8 of the GTC.

10.2 In the event of a different interpretation of the language versions of the GTC, the Czech version will prevail.

10.3 Each party is obliged to immediately inform the other in writing of any change in circumstances necessary to conclude and perform under the Agreement.

10.4 The GTC are valid as of 1 January 2020 and replace any previous versions of the Provider's General Terms and Conditions and are available at the Provider's registered office or on the website "www.labio.eu".

Institute of Applied Biotechnologies a.s. Služeb 3056/4, 108 00 Prague - Strašnice, Czech Republic