

**Charles University, Faculty of Science**

With its registered seat at: Albertov 6, 128 00 Praha 2  
 Registration No.: 00216208, VAT No.: CZ00216208  
 Represented by: prof. RNDr. Jiří Zima, CSc., dean of the faculty  
 IBAN: CZ25 0100 0349 5609 2145 7021  
**hereinafter referred to as the "buyer"**

VZ/22/502

**SELLER**

Represented by  
 Registered seat at  
 Mailing address  
 Registered in

BRECHTEL MANUFACTURING, INC.		
	Position	CEO
1789 ADDISON WAY, HAYWARD, CA 94544 U.S.A.	Reg. No.	U.S.A TIN: 94-3026095
1789 ADDISON WAY, HAYWARD, CA 94544 U.S.A.	VAT No.	N/A
A CALIFORNIA CORPORATION, U.S.A	Account number	CA Corporate Number - C1541342

hereinafter referred to as the "seller"

**THE PURCHASE AGREEMENT**

Seller's contract number .....

Buyer's contract number<sup>1</sup> .....

**A. SPECIAL PART**

Description of goods	New and unused <<"Aerosol spectrometer" known to BRECHTEL as: Miniaturized Scanning Electrical Mobility Sizer, Model 9404>> Further definition of the goods specified in the Annex 1 and 2.		
	by the seller Transfer of ownership of the goods to the buyer Delivery to the place of delivery		Providing necessary training with acquired goods Handover of documents Warranty and post-warranty Service
Subject of the contract	by the buyer Receipt of the goods at the point of delivery Payment of the purchase price		
Delivery date	Not later than 10 weeks from the efficiency of the contract	Place of delivery	Benatska 2, 128 00 Praha 2
Purchase price without VAT	\$54 099.75 USD		
Payment of invoices	30 days after delivery	Basic terms of payment	- Advance is provided in the amount of 50% of the purchase price, the remaining 50% of the purchase price will be paid after delivery - Number of this contract must be on the invoice - The date of taxable supply on the invoice must be the same as the handover date on the handover protocol - Pro-forma invoice must be delivered to the buyer immediately after the effective date of the contract - Final invoice must be delivered to the buyer immediately after delivery
	The warranty period	12 months	removal of defects warranty Online service 24h or hot-line service within 2 working days of notification of the defect. Elimination or proposal for resolving the defect within 5 days of its notification. In case of repair at the seller's place, the defect will be removed within 40 days of sending the goods to the seller. Elimination of the defect means delivery of the repaired goods to the buyer. Transportation, including insurance, there and back, is paid by the seller. The risk of damage to the goods during transport is borne by the seller. In the case of repairs at the <b>place of the buyer</b> , the defect will be removed within 40 days of notification of the defect. The defect is eliminated by handing over the repaired goods.
Place of removal of defects	Either at buyer or seller	Contact for notification of warranty defects	
Post-warranty service including: - elimination of post-warranty defects within 35 working days of notification for the usual price at the place and time - availability of spare parts for the device and their delivery within 10 weeks of ordering for the usual price at the place and time The seller hereby declares that at the time of concluding this contract, the following administrative proceedings are being conducted against him for breach of the obligations arising from labor law regulations and / or the anti-discrimination law / regulations <sup>2</sup> .			Post-warranty service is provided for a period of 60 months from the end of the warranty period
			NO PROCEEDINGS CONDUCTED.

<sup>1</sup>To be added manually by the buyer before signing the contract. In case of electronic signature of the contract, the buyer shall state the contract number in the name of the contract.

<b>Terms of sanctions</b>	<ul style="list-style-type: none"> <li>- For delay with payment of financial <u>performance</u> interest on late payment 0.1 % of the owed amount (incl. VAT) for each day of delay.</li> <li>- For delay in delivery of goods a penalty of 0.05% of the purchase price (incl. VAT) for each week of delay.</li> <li>- For delay in removing reported warranty defects 0.1% of the purchase price (incl. VAT) for each failure to cure the defect and for each week delay.</li> <li>- For non-delivery of goods with parameters specified in Annex No. 1 and / or 2 in the amount of 5% of the purchase price (incl. VAT).</li> <li>- For delay in remedying the defect stated in the handover protocol CZK 3000 for each day of delay and each defect.</li> <li>- Should the statement concerning administrative proceedings for breach of obligations arising from labor law regulations and / or from the anti-discrimination law / regulations proven false, for each individual case in the amount of CZK 5000.</li> </ul>
<b>Annexes</b>	<p>Annex No. 1: Absolute requirements [Annex 3 of the Invitation to tender]</p> <p>Annex No. 2: Goods parameters specification [specification of the offered subject, e.g. leaflet]</p>
<b>Contact person of the seller</b>	<p>Note: contact details will not be published in the register of contracts pursuant to Act No. 340 / 2015 Coll.</p>
<b>Contact person of the buyer</b>	

<sup>2</sup> Especially the Charter of Fundamental Rights of the European Union and/or European Convention on Human Rights

## **B. GENERAL PART**

This part regulates detailed conditions of the purchase contract. The Part A defines basic conditions of this contract. In the event of any conflict between the Part A and the Part B of this contract, the Part A has precedence.

### **I. Introductory provisions**

- 1) The seller must deliver the new and unused goods and provide services associated with the delivered goods. If the contract is concluded on the basis of a selection or an award procedure the goods must have product properties and parameters required by the buyer in the tender conditions. Goods must fulfil the stated purpose. If the purpose is not expressly stated, it must fulfil the purpose which is determined by the way the goods are generally used.
- 2) The goods delivered contrary to the paragraph 1 of this Article shall be deemed defective.

### **II. Invoicing and payment terms**

- 1) The purchase price includes all costs and profit of the seller. The purchase price includes, in particular customs, taxation, banking and other fees, transport and installation of the goods, putting into a permanent operation, removal of packing material, an operator training and the buyer's costs of warranty service. The purchase price is fixed and complete and includes complete delivery.
- 2) The buyer shall pay the advance in accordance with information in Part A of this Agreement and the remaining purchase price after receiving the goods and documents necessary for the operation of a device and the signature of the protocol of delivery and acceptance of goods, and possibly even the installation of signature of the Protocol, on the basis of an invoice (the "invoice") with a maturity specified in the Part A of this contract that shall begin upon the delivery of the Invoice to the buyer.
- 3) The day of payment of the purchase price shall be considered to be the day when the amount is debited from the account of the buyer in favor of the account of the seller stated on the invoice. The invoice must be in accordance with the generally binding legal regulations and according to the part A of this contract, shall contain the maturity date according to this contract and its annexes must contain a copy of the installation protocol signed by both parties. Should the invoice contain incorrect information or be incomplete, the buyer is entitled to return it to the seller for a revision or an amendment. In such case, a new maturity period runs from the date of delivery of the corrected invoice to the buyer.
- 4) In case of a risk that the buyer could be liable for unpaid VAT in the sense of § 109 of the VAT Act, the buyer is entitled to pay VAT to the deposit account according to § 109a of the VAT Act.

### **III. Terms of delivery and transfer of title**

- 1) The seller delivers and hands over the goods with proper accessories. Accessories especially comprise of the installation material, assembly jigs, connectors, jumper cables, user codes, passwords, etc.
- 2) A protocol about delivery and acceptance of the goods (hereinafter the "*handover protocol*") shall be drawn up and signed after the delivery and acceptance of the goods. Before handing over the goods, the seller demonstrates the functionality of the goods. If the responsibility to install the goods is part of this contract, the demonstration of its functionality shall take place after the installation of the goods and their commissioning according to the conditions of the manufacturer and the handover protocol shall be signed afterwards.
- 3) The buyer is obliged to accept the goods only if it is free of defects. The buyer is entitled to refuse defective goods. If the buyer accepts the goods with defects, the handover protocol shall state the defects and set a deadline for their removal. By taking over the goods with defects, the seller is not in delay with the delivery of the goods. The seller shall be entitled to the payment of the price and the guarantee shall begin to run only after the removal of all defects of the goods and the signature of the final handover protocol.
- 4) The seller agrees to deliver to the buyer the documents necessary for the proper use of the goods, for example appropriate approval certificates, declarations of conformity, instructions for usage and operation, assembly and installation instructions.
- 5) Risk of damage to the goods and the right of ownership to the goods passes to the buyer upon signing the handover protocol by both parties.
- 6) If the seller is required to install the product, the installation shall be completed immediately after the delivery of goods and without undue delay. The seller is obliged to perform the installation with professional care and warn the buyer about risks associated with the placement of goods. The seller is obliged to refuse an installation of the goods if the conditions specified by the manufacturer or by generally binding legal regulations for its implementation are not met. At the request of the seller, the buyer will sign the installation protocol after the installation. Such protocol is not a proof of receipt of the goods nor considers a reason for invoicing the purchase price.
- 7) If the seller is obliged to train operators, he must do so upon delivery, unless the parties agreed otherwise. The buyer is obliged to provide the seller with the necessary cooperation, in particular to determine the persons who shall participate in the training and ensure their participation in the training.
- 8) The contact persons specified in Part A of this Agreement are authorized to sign the installation and handover protocol. Contact person of the buyer is entitled to claim from defects of goods. If there are more contact persons, they are entitled to act individually.
- 9) The buyer is entitled to take over the partial performance. The seller will have the right to receive payment of partial performance, if so provided in the handover protocol. The amount of the price for partial performance may not exceed the amount corresponding to the ratio of the handed over part to the total part. Upon receipt of the partial performance, a deadline will be set for the delivery of the remaining performance. Such period may not exceed 30 days. The guarantee shall begin to run only after the delivery of the full performance.

#### **IV. Guarantee of quality (warranty)**

- 1) The seller provides the buyer a guarantee of quality (warranty) and post warranty service for the period specified in the Part A of this contract. The guarantee (warranty) begins upon the signing of handover protocol.
- 2) The seller guarantees that the product will have the usual characteristics or properties stated by the contract during the guarantee period.
- 3) Warranty service is provided free of charge by the seller and includes all costs associated with the warranty service, especially the costs of spare parts, travel and labour services of a technician.
- 4) The buyer announces warranty defects to the contact for notification of warranty defects or seller's Authorized person referred to in the Part A of this contract. Seller shall start examining and working on the removal of the claimed defects after the receipt of the notice of defects without undue delay. If the seller will not be able to remove the defects within the period of time provided for removal of warranty defects set out in the Part A of this contract, the seller will provide and deliver an adequate replacement device or devices that functionally replace the defective goods, until the defective goods are repaired and put into operation.
- 5) If the warranty defects are removed by the seller according to the Part A of this contract, the buyer sends notice along with the goods.
- 6) The warranty period does not run as long as the buyer cannot use the goods for its defects, for which the seller is accountable.
- 7) The warranty does not cover damage to the goods caused by an improper or incorrect installation or an incorrect operation contrary to the instructions given in the operating instructions, or an inadequate storage contrary to its technical characteristics.
- 8) The buyer is entitled to withdraw from the contract if he cannot deliver the notice of defects to the seller.
- 9) If the seller is in default with the removal of warranty defects, the buyer has the right to withdraw from the contract after providing an additional reasonable time for removal of defects.
- 10) In the event that the warranty defect is not repairable, the buyer is entitled to withdraw from the contract or to request the delivery of new goods.
- 11) In the case of an unjustified notice of defects the buyer pays the costs of removing defects.
- 12) The buyer has the right for the removal of defects even if the defects were knowable during the handover of the goods.
- 13) During the warranty period, the seller undertakes to carry out regular service inspections (safety checks) prescribed by the manufacturer and applicable legal regulations, including software updates, initial and subsequent validation or calibration of parameters, servicing necessary for warranty validity. Such acts shall be performed by the seller without the request of the buyer, including the delivery of the necessary material and spare parts, without any claim for further payment beyond the agreed purchase price.
- 14) The warranty period does not run for the period when the warranty defect is being removed, starting with the notification of the warranty defect and ending with the return of the repaired goods to the buyer. If new goods are handed over to the buyer instead of repairs, the warranty period for these new goods continues. The continuing warranty shall run for at least half of the warranty period agreed upon in this contract.

#### **V. Responsible public procurement**

- 1) The seller hereby declares that they are aware of the fact that the buyer is interested in realization of the public contract in accordance with the principles of socially responsible public procurement. The principles of environmentally responsible procurement and innovation are elaborated both in the wording of the entire tender documentation and in this contract. This article regulates socially responsible public procurement.
- 2) The seller is obliged to notify the buyer that a public authority (especially the State Labor Inspection Authority or regional inspectorates, the Regional Hygiene Station, etc. or another similar body abroad) has initiated proceedings against him for breach of labor law and / or anti-discrimination law /regulations throughout the duration of this contractual relationship, no later than 10 days from the delivery of the notice of initiation. Notice of the seller shall also include information on the date of the delivery of the notice of commencement of proceedings.
- 3) The seller is obliged to hand over to the buyer a copy of the final decision on terminating the proceedings pursuant to the previous paragraph of this Article, no later than 7 days from the date on which the decision takes legal effect. Simultaneously with a copy of the final decision, the Seller shall provide the Buyer with information on the date of entry into force of the decision.
- 4) Should the seller be convicted of a misdemeanour, administrative offense or other similar infringement within the proceedings pursuant to this Article, the seller is obliged to take adequate corrective measures and inform the buyer in writing about such measures, including methods of their implementation.
- 5) For the duration of this contractual relationship, the buyer is entitled to ask the administrative authorities competent to control the compliance with labour law and / or the anti-discrimination regulations whether administrative proceedings are being conducted with the seller regarding breaches of labour law and / or anti-discrimination law / regulations and to ask for all information concerning such proceedings.
- 6) Breach of the obligation specified in this article is considered to be a breach of contract with all the resulting consequences.

#### **VI. Final provisions**

- 1) Terms of sanctions are set out in the Part A of this contract. Contracting party is not obliged to pay a contractual penalty if the breach of duty assigned to it by this contract was caused by force majeure (including restrictions caused by the pandemic of the disease Covid-19).
- 2) If the goods or its part meet the criteria of a copyrighted work, the seller transfer to the buyer even the non-exclusive license to all types of usage of such work without the restrictions of time or spatial constraints. The buyer is not obliged to use the work. The price of the license is included in the purchase price.

- 3) Individuals who enter into this contract on behalf of each party signature the contract claim that they are entitled to make a valid contract.
- 4) The seller is not entitled without the prior written consent of the buyer to assign any rights or duties arising from this contract to a third party.
- 5) The seller agrees to cooperate with the control pursuant to Section 13 (3) of Act No.320/2001 Coll., on Financial Control. The seller further undertakes to provide cooperation during the control performed by the grant provider, the relevant Managing Authority of the Operational Programme, the Ministry of Finance, financial administration bodies, the Supreme Audit Office, the European Commission or the European Court of Auditors, or other bodies authorized to perform such control. The seller is obliged to bind their potential subcontractors to comply with this obligation of cooperation.
- 6) This contractual relationship should be governed by these documents with descending importance:
  - a) This contract;
  - b) Annexes to this contract;
  - c) Tender documentation, if the seller was selected in a tender;
  - d) Offer of the seller;
  - e) General terms and conditions of the seller.
- 7) This contract can only be modified by numbered amendments in writing signed by both parties. Such changes shall be made analogously pursuant to Section 222 of the Act No. 134/2016 Coll., Public Procurement Act.
- 8) The buyer excludes the possibility of accepting the draft contract with amendments or deviations in the sense of Section 1740 (3) of the Civil Code.
- 9) This Contract shall enter into force upon a signature by both parties. If this contract is subject to the publication pursuant to the Act No. 340/2015 Coll., it shall enter into effect upon publication of the contract. The seller acknowledges that the buyer is obliged to publish all contracts including its annexes and any amendments if the price of performance is greater than 50 000 CZK without VAT. The seller agrees that the buyer discloses the contract pursuant to the Act No. 340/2015 Coll. or/and also according to the Act No. 134/2016 Coll. as a whole, because there is no information in the contract which disclosure would be an unlawful interference with the rights and obligations of the seller or its employees. The seller agrees that the contract will be disclosed, including manual signatures of representatives of the parties.
- 10) The contracting Parties agree that the rights and obligations of this agreement shall be governed by the Civil Code of the Czech Republic. The contracting parties agree that the rights and obligations not regulated by this contract are governed by the Public Procurement Act and the Civil Code.
- 11) Contract is in paper form, it will be written in two counterparts. Each of the contracting Parties shall receive one counterpart.
- 12) The contracting Parties declare that they have read this Agreement, and that it was made after mutual negotiation using their free, serious, determinate and comprehensible will, not in distress or grossly disadvantageous conditions.

In Prague on .....

In Hayward, CA 94544 on March 22, 2022

Buyer:

Seller:

.....  
**Charles University, Faculty of Science**  
 prof. RNDr. Jiří Zima, CSc.  
 Dean of the faculty

.....  
**BRECHTEL MANUFACTURING, INC.**  
 CEO

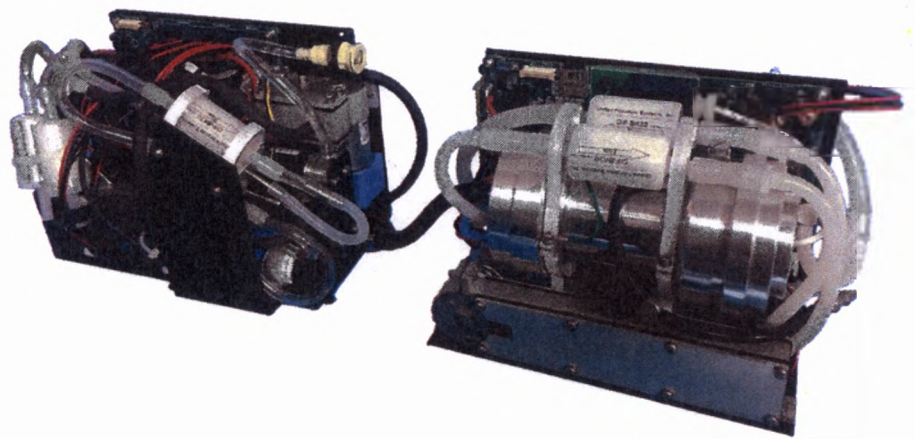
Procurement - Aerosol spectrometer			
	Required minimum parameters:	The participant meets YES / NO	Product specification <sup>1</sup>
1.	Aerosol spectrometer for airborne measurements	YES	Mobility sizer
2.	Aerosol particle size range at least: 5-375 nm	YES	5-375 nm
3.	Particle conc. range: 1-10 <sup>7</sup> cm <sup>-3</sup>	YES	1-10 <sup>7</sup> cm <sup>-3</sup>
4.	Scan time: down to 5s	YES	5s minimum
5.	Sheath/aerosol flows: 2-3/0.1-0.7 lpm	YES	2-3/0.1-0.7 lpm
6.	No need of external pump	YES	No external pump
7.	Operating temperature range at least: -20-35°C	YES	-20-35°C
8.	Operating pressure range at least: 300-1000 hPa	YES	300-1000 hPa
9.	Overall weight: <6kg	YES	<6kg
10.	Power usage: <50Watts average	YES	<50Watts average
11.	Input voltage: 12 V	YES	12 V
12.	Software for real-time data processing	YES	UAV Reader software

<sup>1</sup> The participant will specify the parameter specification in a separate chapter of its offer by the official technical and visual documentation of the goods, e.g. leaflet.

# BRECHTEL

**Solutions for your  
research challenges**

## **mSEMS Miniaturized Scanning Electrical Mobility Sizer Model 9404**



Fast electrical mobility-based aerosol number size distribution measurements in a compact package

**Features:**

- 5 to 300 nm particle size range
- High size resolution
- Compact, lightweight, low power use
- Rapid scan times down to 5 seconds
- Fast-response aMCPC detector
- Good size overlap with Model 9405 mOPC
- Self-contained with on-board data storage
- No external pumps required

**[www.brechtel.com](http://www.brechtel.com)  
[sales@brechtel.com](mailto:sales@brechtel.com)**

# Providing Aerosol Measurement Solutions

## Specifications

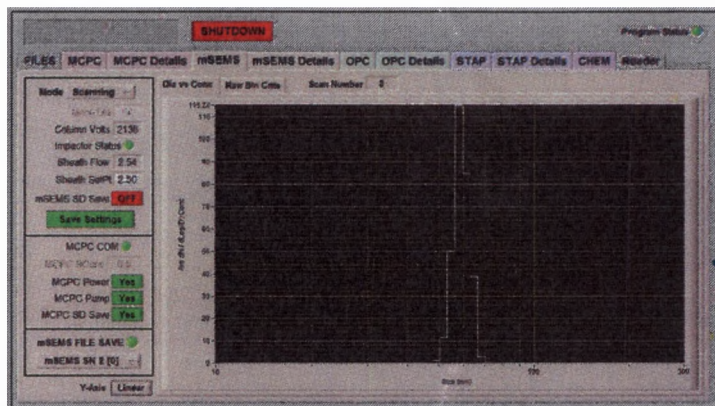
Parameter	Value
Selectable particle diameter size range	5-300nm
Size resolution (set by $Q_{set}/Q_{lower}$ )	Variable (10:1 typical)
Scan time range	5 secs to several mins
Sheath flow range	2.0-3.0 lpm
Aerosol sample flow range	0.1-0.75 lpm
Particle concentration range	$1-10^8 \text{ cm}^{-3}$
Range of high voltage	0-3,000 Volts
Communications	RS-232
aMCPC butanol use	1.9 ml/hr
Operating temperature	-20-35 °C
Operating Pressure (unpressurized cabin)	200-1,000 mb
Physical size - Sizer Module	18 x 13 x 10 cm
Physical size - aMCPC	18 x 12 x 13 cm
Weight - Size Module	1.55 kg
Weight - aMCPC	1.80 kg
Supply voltage range	10-14 VDC
Power usage with aMCPC	50W (100W @ startup)

Specifications subject to change.

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\*Some products may be shown with optional accessories, which are sold separately. Items shown may not be to scale.

mSEMS scanning 60 nm monodisperse aerosol using the UAV Reader software.



## Applications

- Mobile platform sampling: UAVs, Balloons, Aircraft, Vehicles
- Personal exposure monitoring
- Climate change field studies
- Air quality monitoring
- Precipitation and CCN studies

## How to Order

Part No.	Description
9404	Miniaturized Scanning Electrical Mobility Sizer
9400	Base Module (ruggedized tablet with UAV Reader software)
ACC-mSEMSKit	Maintenance kit for 9404-mSEMS
ACC-PC	Computer with UAV reader software
8008	Particle Round Jet Impactor (0.5 µm cut size, 0.7 lpm flow)
8009	Particle Round Jet Impactor (1.0 µm cut size, 0.7 lpm flow)
9000	Aerosol charge neutralizer body
9001	Non radioactive aerosol charging system (Available 2021)
9002	Soft-Xray Charger
ACC-Dryer	Sample Flow Dryer
ACC-PWR	External 12VDC power supply for ground operation of any 94XX-series instrument