

PURCHASE CONTRACT

entered into within the meaning of Section 2079 of Act No. 89/2012 Coll., the Civil Code (hereinafter the “Civil Code”) on the day, month and year specified below and under the following conditions by and between the following parties:

THE BUYER

Name: Brno University of Technology
Component part: Central European Institute of Technology
Seat: Purkyňova 656/123, 612 00 Brno
Represented by: prof. Ing. Radimír Vrba, CSc., Director of CEITEC BUT
Id. No.: 00216305
Tax Id. No.: CZ 00216305
Contact person of the Buyer:

[XXX](#)

and

THE SELLER

Name: Baker Hughes Digital Solutions GmbH
Seat: Niels-Bohr-Strasse 7, 31515 Wunstorf, Germany
Registration in the Commercial Register: Köln HRB52255
Represented by: Bernhard Lewan, Henricus Brekelmans, Lars Walter
Tax Id. No.: DE 813583302
Bank details: Deutsche Bank AG
Account Number: 116159500
IBAN: DE50370700600116159500

Contact person of the Seller:
xxx

(hereinafter also jointly referred to as the “Parties”)

I. SUBJECT OF THE PURCHASE

- 1) The Subject of the Purchase hereunder is as follows: upgrade existing CT systems: v|tome|x L240/180(PA2019) & v|tome|x m300 (PA2397).

The Subject of the Purchase is specified in more details in the technical description which constitutes an integral part of this Contract as its Annex 1: Quotation No. 21174196.

- 2) By virtue of this Contract, the Seller agrees to:
 - a) hand over the Subject of the Purchase to the Buyer pursuant to paragraph 1 and enable the Buyer to assume the ownership title to the Subject of the Purchase;
 - b) to perform the other obligations contained herein.

and the Buyer agrees to take over the Subject of the Purchase and pay the purchase price.

- 3) The Seller and the Buyer further agree that, in addition to the above, the Seller is also obliged and agrees to:
- a) deliver the Subject of the Purchase to the place specified by the Buyer;
 - b) hand over the lists of individual items of the Subject of the Purchase.

II. PURCHASE PRICE

- 1) The Buyer agrees to pay to the Seller the purchase price in the amount of:

Purchase price excl. VAT	19 400,00 EUR
Amount of VAT in CZK	foreign supplier
Purchase price incl. VAT	19 400,00 EUR

III. PLACE AND TIME OF PERFORMANCE

- 1) The Seller agrees to hand over the above-specified Subject of the Purchase to the Buyer not later than **10 weeks** from the date of effectiveness of the Contract.
The Seller will be considered to have met its obligation to hand over the above-specified Subject of the Purchase upon its takeover by the Buyer provided that the Buyer will deem it free of any defects.
- 2) At the same time, the Seller agrees that, with regard to the nature of the Subject of the Purchase, it shall demonstrably inform the Buyer sufficiently in advance (at least 5 business days) that it intends to hand over the Subject of the Purchase; otherwise, the Buyer is not obliged to take over the Subject of the Purchase. In case the Seller informs the Buyer in a timely manner pursuant to the preceding sentence, the Buyer agrees to permit the Seller an access to the place of performance.
- 3) The Seller agrees to hand over the Subject of the Purchase at the following place:
CEITEC BUT, Purkyňova 656/123, 612 00 Brno, Czech Republic
- 4) The Buyer represents that it is authorised to take over the Subject of the Purchase and sign the handover record:
- [xxx](#)

IV. QUALITY WARRANTY

The Buyer and the Seller agree that the Warranty Period for the Subject of the Purchase is

- 90 days for the software,
- 12 (twelve) months for other parts of the Subject of Purchase

from the date on which the Subject of Purchase was taken over by the Buyer free of any defects.

V. FINAL PROVISIONS

- 1) The following annexes form **an integral part** of this Contract:
- a) Annex 1 – Quotation No. 21174196 (Technical description of the Subject of the Purchase)
 - b) Annex 2 – Supplementary Agreement to Purchase contract No 007410/2022/00

The Parties agree that in case of any inconsistencies or contradictions, the Articles I. to V. of the Contract take precedence over any annexes to the Contract. Furthermore, the Parties agree that in

case of any inconsistencies or contradictions between individual annexes, the annex whose numerical designation specified in this paragraph is lower, shall prevail.

- 2) The Seller is entitled to transfer all its rights and obligations hereunder to a third party only with a prior written consent of the Buyer. Section 1879 of the Civil Code shall not apply.
- 3) The Seller agrees to tolerate the publication of this Contract including any annexes by the Buyer pursuant to Section 219 of Act No. 134/2016 Coll., the Public Procurement Act.
- 4) By execution hereof, the Parties confirm that they are aware that this Contract is subject to publication pursuant to Act No. 340/2015 Coll., on the Contracts Register, as amended. Publication of the Contract shall be provided for by the Buyer.
- 5) If any of the provisions of this Contract becomes invalid or ineffective, this shall in no way prejudice other provisions hereof which shall remain valid and effective. In that case, the Parties agree to replace the invalid or ineffective provision by a new valid and effective provision which best corresponds to the originally intended purpose of the invalid or ineffective provision.
- 6) This Contract constitutes the entire agreement on its subject-matter and contains all the arrangements that the Parties had to, and intended to, make in the Contract, and which they consider important for this Contract to be binding. No manifestation made by the Parties in negotiations on this Contract or a manifestation made after the conclusion of this Contract may be construed at variance with explicit provisions of the Contract and shall not establish any obligation of any of the Parties.
- 7) This Contract is concluded by electronic means, so that each contracting party provides it with its recognized electronic signature.
- 8) The Parties confirm that they have read this Contract before executing it and agree with its contents. In witness thereof, the Parties affix their respective signatures.

In Brno, on 14.6.2022

In Wunstorf, Germany on 22.6.2022

.....
prof. Ing. Radimír Vrba, CSc.
Director of CEITEC BUT
For the Buyer:

.....
Alessandro Venturi
(Commercial Operations Leader)
For the Seller:

.....
Christian Leers (IXS Commercial Operations
Manager)
For the Seller:



QUOTATION

Baker Hughes Digital Solutions GmbH
Wunstorf
 Niels-Bohr-Strasse 7
 31515 Wunstorf
 Lower Saxony Germany
 Phone:+971508570351
 Email:Hxxx

QUOTE TO BRNO UNIVERSITY OF TECHNOLOGY TECHNICKÁ 2896/2 FACULTY OF MECHANICAL ENGINEERING 616 69 BRNO Czech Republic QUOTE CONTACT <p style="text-align: right;">225797</p>	SELLER QUOTE NO. 21174196	QUOTE DATE 29.MAR.2022
	CUSTOMER REF NO. IW Care Req. UPG PA2019+PA2397	
	INCOTERMS FCA:Wunstorf	PAYMENT TERMS Within 30 days Due net
	LEAD TIME <u>See below</u>	VALID TO 02.MAY.2022
	FREIGHT TERMS	VERSION 001

ITEM NO.	QTY	U/M	DESCRIPTION	UNIT PRICE	NET TOTAL
			<p>Thank you for inquiring about this upgrade to your existing systems: v tome x L240/180 (PA2019) & v tome x m300 (PA2397)</p> <p>This offer includes the following:</p> <ol style="list-style-type: none"> Win10 ACQ PC for PA2019 Calibration Sphere Image quality tools subscription for both systems datos x 2.10 for both systems Onsite installation & service <p>Please note that the offered discount only applies when the entire order is purchased in combination with IW Care. Seller reserves the right to alter pricing when the conditions of the discount are not met.</p> <p>Subscription Commercial Terms:</p> <ol style="list-style-type: none"> Subscription Term Each subscription shall have an initial term of at least three (3) years. Each subscription having a fixed and limited initial term shall be renewed automatically for successive one (1) year renewal terms at prices set forth in this Proposal unless a party provides the other party with written notice of its intent to not renew at least 30 days prior to the end of the initial or successive term. Payment Terms for Software Subscription The initial yearly fee will be invoiced after order confirmation. Subsequent yearly subscription fees will be invoiced at the beginning of each year. Payment Terms are based upon the following invoicing schedule: <ul style="list-style-type: none"> 100% at time of Seller's Order Confirmation These payment terms apply only to the Image quality tools subscription. Price Escalation The subscription fee quoted in the Proposal is subject to a yearly escalation of 2% per year from year 2 till year 3. Thereafter Buyer and Seller shall re-negotiate the yearly subscription fee. <p>This proposal is subject to the following in this order of precedence:</p> <ol style="list-style-type: none"> This Proposal Warranty as per the attached document "Special Warranty terms for Radiography Systems Waygate Technologies, a Baker Hughes Company" The SaaS Addendum Standard Terms and Conditions, as per attached document "DS Terms & Conditions with Software Addendum - Rev C December 2020" <p>*****</p>		

Ship To
 BRNO UNIVERSITY OF TECHNOLOGY
 TECHNICKÁ 2896/2 FACULTY OF
 MECHANICAL
 ENGINEERING
 616 69 BRNO
 Czech Republic

QUOTATION

QUOTE NO. 21174196

ITEM NO.	QTY	U/M	DESCRIPTION	UNIT PRICE	NET TOTAL																		
1	1	ST	<p>Payment Schedule: 100% after installation This applies to the entire scope excluding the image quality tools subscription covered in the payment terms under the above-mentioned Subscription Commercial Terms.</p> <p>Bank Details: Bank Name: Deutsche Bank AG Account Number: 116159500 Currency: EUR National Bank Code (BLZ): 37070060 IBAN: DE50370700600116159500 BIC: DEUTDEKXXX</p> <p>*****</p> <p>Lead Time: 8-10 weeks after order confirmation; earlier by availability *****</p> <p>Seller reserves the right to replace system components with components of equal or better performance without prior notice.</p> <p>XR_ACQ0000-0000 ACQ-PC The ACQ / System PC is a 64-bit based Intel® Core™ i7 industrial PC with 2x4GB RAM, 1GB graphic card and 2x2TB Raid1 system. The ACQ PC runs on Windows 10 Enterprise operating system.</p> <p>Discount With the following configuration:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Software to install</td> <td style="width: 50%;">Upgrade (Enhancement)</td> </tr> <tr> <td>Operating System Language</td> <td style="text-align: right;">English</td> </tr> <tr> <td>For System</td> <td style="text-align: right;">vtomex I</td> </tr> <tr> <td>Camera/Detector 1</td> <td style="text-align: right;">Dynamic41-100</td> </tr> <tr> <td>Camera/Detector 2</td> <td style="text-align: right;">None</td> </tr> <tr> <td>Operating System</td> <td style="text-align: right;">Windows 10 64bit</td> </tr> <tr> <td>10Gb Network Card</td> <td style="text-align: right;">No</td> </tr> <tr> <td>Parallel Port</td> <td style="text-align: right;">Yes</td> </tr> <tr> <td>-----</td> <td style="text-align: right;">-----</td> </tr> </table> <p>Country Of Origin:TW ECN:NULL Origin HS Code: xxx</p>	Software to install	Upgrade (Enhancement)	Operating System Language	English	For System	vtomex I	Camera/Detector 1	Dynamic41-100	Camera/Detector 2	None	Operating System	Windows 10 64bit	10Gb Network Card	No	Parallel Port	Yes	-----	-----		
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Operating System	Windows 10 64bit																						
10Gb Network Card	No																						
Parallel Port	Yes																						
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2	1	ST	<p>VTX18CQ000-SERV Ø 30mm Calibration Sphere and holder Test sphere (Al2O3) with 30 mm nominal diameter including fixture. This phantom allows the determination of the spatial resolution (MTF in lp/mm) and the contrast to noise ratio CNR of the system referring to ASTM E1695. The measurement results depend on the acquisition parameters used.</p> <p>Discount Country Of Origin:DE ECN:NULL Origin HS Code: xxx</p>																				

QUOTATION

QUOTE NO. 21174196

ITEM NO.	QTY	U/M	DESCRIPTION	UNIT PRICE	NET TOTAL
3	2	ST	<p>6802590 Subs. Image quality tool Image Quality Tool 2022:</p> <p>The Image Quality Tools allow in-depth performance control to ensure high image quality based on ASTM standards. It includes the following feature:</p> <ul style="list-style-type: none"> - Burn In Check / Signal <p>Effects within the high-voltage chain can lead to so-called "target burn-ins". This burn-in often affects the performance of the overall system (e.g. image quality and metrological accuracy). The proprietary Burn In Check by Waygate Technologies, detects potential burn-ins in an automated tool and provides feedback to the operator. The Burn in Check can either be started manually or integrated into batch programming.</p> <ul style="list-style-type: none"> - Datas x CT Image Quality Check <p>With the CT Image Quality Check tool, system performance can be monitored in accordance with ASTM E 1695. According to this standard, the image resolution (Modulation Transfer Function, MTF) and the contrast resolution (Contrast Discrimination Function CDF) of a CT-dataset are calculated for a single pane of a cylindrical or spherical phantom.</p> <ul style="list-style-type: none"> - Test Phantom (to determine CT performance parameters) <p>Test ball (Al2O3) with 30 mm nominal diameter including bracket. This phantom allows the determination of the spatial resolution (MTF in lp/mm) and the contrast-to-noise ratio CNR of the system according to ASTM E1695.</p> <ul style="list-style-type: none"> - ASTM Bad Pixel Mask <p>When it comes to image quality, the detector is a crucial piece of equipment within the X-ray chain. Since defective pixels cannot be prevented, their identification and classification are imperative. Due to wear and tear or degradation caused by the X-ray dose, the number of defective pixels increases during the life of the detector.</p> <p>The ASTM pixel mask identifies and classifies defective pixels according to the ASTM E2597/E2597M-15 standard. The integration into an automatic batch process makes a significant contribution in identifying areas on the detector that should be excluded or that the detector should be replaced.</p> <p>Please note that the price quoted is the 2022 subscription rate.</p> <p>ECN:NULL Origin HS Code: xxx</p>		
4	1	ST	<p>S3D_UPG_DX-0260 UPG datos x 2.6. to 2.10</p> <p>datos x is a comprehensive control software package for tomography applications. The software controls all components of the CT system (such as the tube, detector, manipulation) and controls all relevant steps during CT measurement, such as the creation of projection data sets, reconstruction of volumes, visualization of volumes and projections. This turns datos x to an intuitive and universal tool for CT measurements.</p> <p>datos x is installed on both, the Acquisition PC and REC Workstation, therefore the software upgrade is done on both computers.</p>		

Discount
ECN:NULL Origin HS Code: xxx

QUOTATION

QUOTE NO. 21174196

ITEM NO.	QTY	U/M	DESCRIPTION	UNIT PRICE	NET TOTAL
5	1	ST	S3D_UPG_DX-0270 UPG datos x 2.9. to 2.10 Discount Country Of Origin:DE ECN:NULL Origin HS Code: xxx		
6	1	EA	XR SERVICES Service Onsite installation by a Waygate FSE over a duration of 1 day. Travel and living costs are included.		
<hr/> <p>TOTAL AMOUNT Currency: EUR</p> <p>Please contact Baker Hughes with any questions you may have: Quote Creator: Name:xxx Email:xxx</p> <p>Company reserves the right to modify prices herein for material ordered after stated validity date.</p> <p>"Notwithstanding anything else, Seller shall not have any liability for delays resulting directly from governmental actions, supply chain shortages, or any other consequences attributable to the widespread impact of the pandemic known as Covid-19"</p> <p>SHIP FROM Baker Hughes Digital Solutions GmbH Wunstorf Niels - Bohr-Straße 7 31515 Wunstorf Germany</p>					<hr/> 19.400,00

Podmínky Kupujícího, (a všechny použitelné dodatky) obsažené v dokumentu dokladu , (dále jen " Další Podmínky"), upravují tuto objednávku. Další podmínky jsou pouze jediné a exkluzivní podmínky, vztahující se na výrobky a služby poskytnuté Prodávajícím . Toto slouží jako písemná námitka a odmítnutí v případě konfliktních a nebo dodatečných podmínek uvedených v jakékoliv formě Kupujícím. Přijetí nebo používání jakéhokoliv výrobků nebo služeb, poskytnuté Kupujícím podle této smlouvy se považuje za souhlas s výše uvedenými podmínkami Prodávajícího. Kupující prohlašuje, že je četl, rozumí jim a souhlasí s tím, že bude vázán podmínkami Prodávajícího