

PURCHASE AGREEMENT

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: 

hereinafter as the “**Client**”

and

HPST s.r.o.

With its registered seat/place of business at: Na Jetelce 69/2, Vysočany (Praha 9),
190 00 Praha
IČO (Business Identification Number): 25791079
DIČ (V.A.T. Identification Number): CZ25791079
Represented by: RNDr. Karel Vranovský, CSc
Registered in the Commercial Register of the Municipal Court in Prague, File C
70568
Bank account: 

hereinafter as the “**Supplier**”,

the Client and the Supplier 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 (“**Civil Code**”), based on the realized public tender (“**Tender Proceedings**”), this purchase agreement (“**Agreement**”) in the following wording:

1. PURPOSE AND SUBJECT OF THE AGREEMENT

- 1.1. The subject of this Agreement is the Supplier's commitment to deliver an automation platform with high-throughput analysis instrumentation with accessories as specified in Appendix 1 to this Agreement (“**Equipment**”) to the Client and transfer the ownership rights to the Equipment to the Client, the Supplier's commitment to integrate the Equipment with the devices in the ownership of the Client and to create the Assembly as described in detail below, as well as the obligation of the Client to pay to the Supplier the agreed price for the duly delivered Equipment and putting into operation of the Assembly in accordance with the conditions set in this Agreement.
- 1.2. A part of the Supplier's delivery is also supply of complete accessories of the Equipment necessary for the performance of the purpose of this Agreement, the

operating software and (license) rights of use of such software to the extent necessary for the performance of the purpose of this Agreement, transport of the Equipment to the place of performance, installation of the Equipment and putting the Equipment into full operation on the place determined by the Client (together with integration of the Equipment with on-site devices that will be part of the Assembly as described below), on-site training of Client's staff to the extent necessary to fulfill the purpose of this Agreement and advanced software training for Client's on-site service (including transportation and accommodation of the training technician), handing over of the documents needed to take over and use the Equipment (in particular, design and documentation of systems, specification of the Equipment, Hardware and Software (EDS, HDS, SDS), and provision of guarantee service (including free update of the software to the Equipment at minimum within the guarantee period). The Supplier is entitled to use for performance of this Agreement subcontractors, whereas the Supplier is obliged to state the list of subcontractors in Appendix 2 to this Agreement. If the Supplier does not use for performance of this Agreement subcontractors, then the Supplier 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.

- 1.3. The Supplier further undertakes (as part of the performance under this Agreement) to ensure that the Equipment is compatible with the devices already owned by the Client (and already present at the place of performance), whereas it concerns the following devices owned by the Client: Labcyte Echo 650, Roche LC480 LightCycler, Agilent PlateLoc sealer, Agilent Bravo liquid handler, Formulatrix Mantis, Tecan SPARK reader, Thermo Fisher MultiDrop, Brooks Xpeel seal remover, Blue Cat Bio Blue Washer, Cytomat C5 incubator, Fritz Gyger CertusFlex, Agilent Microplate Centrifuge with loader ("**Devices**"). Within the scope of installation and putting the Assembly into operation pursuant to this Agreement, the Supplier undertakes to connect the Devices with the Equipment and make them part of one unit that will serve for the purpose stated in this Agreement (hereinafter referred to as the "**Assembly**"). The Owner of the Assembly shall be the Client and the Client shall also own all rights to the Assembly. The Supplier is obliged to consult with the Client on how the Assembly shall be designed and shall follow the Client's instructions in this respect. The Supplier is obliged to provide the Client with first proposal of the design of the Assembly within 2 weeks from the effective date of the Agreement. The Client shall confirm to the Supplier in writing design of the Assembly (Hardware Design Specification) („**HDS sign-off**“) without delay after reception of the stated proposal from the Supplier, whereas the Supplier is obliged to provide the Client with all necessary cooperation so as the confirmation by the Client could be done without delay (namely to provide the Client with the corrected proposal of the design of the Assembly if necessary). The Supplier is fully liable for the functionality of the whole Assembly (Equipment together with the Devices), this liability shall be released only if the Client insists on an inappropriate instruction, the inappropriateness of which was notified to him by the Supplier in writing. If the Client finds out that it would be appropriate to incorporate another (new) device into the Assembly (in addition to the devices and components specified in this Agreement), the Client shall notify this to the Supplier and the Supplier undertakes to provide the Client with the maximum possible cooperation so as such a new device becomes a part of the Assembly and that the Assembly, after the Supplier's integration of this new device into the Assembly, is functional for the purpose specified in this Agreement.
- 1.4. The Supplier further undertakes to provide the Client with technical support within the Purchase Price pursuant to this Agreement for at least 1 year from the effective date of this Agreement, i.e. an authorized technician, which will be available to the Client free of charge for the stated period for solving technical problems associated with functioning of the Assembly (hardware). The technical problems associated with functioning of the Assembly (hardware) include, in particular, assistance in adjusting

the positions of the robotic hand, repairing and adjusting the robotic hand and devices in the Assembly to ensure the reliability of ongoing protocols, support in changing hardware configurations, etc. The Supplier undertakes to initiate solving of technical problems through the authorized technician within 2 working days from reporting of the problem by the Client.

- 1.5. The Supplier further undertakes to provide the Client with the software consultation within the Purchase Price under this Agreement for a period of at least 1 year from the effective date of this Agreement, i.e. with a consultant, who will be available to the Client free of charge for the stated period to solve problems associated with software functioning and its setup. Problems associated with software functioning and its setup are especially support during creation of protocols, optimization of individual protocols running, consultations about installing new drivers in case of changes in hardware configuration of the Assembly, etc. The Supplier undertakes to initiate solving of problems associated with software through the consultant within 2 working days from reporting of the problem by the Client.

2. PLACE OF PERFORMANCE AND PERIOD OF PERFORMANCE

- 2.1. The place of performance is room A.01.33 in the Building A at the address of the Client's registered office, i.e. Flemingovo nám. 2, 166 10 Praha 6. The Equipment (or Assembly) must comply (as regards its dimension) with room A.01.33, it must have a maximum permissible height of 245-270 cm (wiring at the ceiling) and the floor plan of the Equipment (or Assembly) must not exceed the rectangle dimensions 250 x 400 cm. The Supplier declares that he has thoroughly inspected the room A.01.33., in which the Equipment (or Assembly) will be located, and assures the Client that the Equipment (or Assembly) can be installed and put into operation in the room without the need for construction modifications affecting into the supporting structures of the room.
- 2.2. The Supplier shall deliver the Equipment including installation and full commissioning of the Equipment (and including its integration with the Devices and putting into operation of the Assembly) within 24 weeks of the HDS sign-off.
- 2.3. Within putting of the Equipment (or the Assembly) into operation, the Supplier shall demonstrate to the Client that the Equipment (or the Assembly) is able to perform the following action (protocol):

Protocol – 384 wells plates, operations on each well

1. add 5 µl reagent 1 (Agilent Bravo liquid handler)
2. incubate 15 minutes (Plate hotel)
3. add 30 µl reagent 2 (Agilent Bravo liquid handler)
4. incubate 60 minutes (Plate hotel)
5. wash plate (Blue Cat Bio Blue Washer)
6. add 5 µl reagent 3 (Agilent Bravo liquid handler)
7. incubate 30 minutes (Plate hotel)
8. wash plate (Blue Cat Bio Blue Washer)
9. add 5 µl reagent 4 (Agilent Bravo liquid handler)
10. add 5 nl compound from library (Labcyte Echo 650)
11. add 5 µl reagent 5 (Agilent Bravo liquid handler)
12. incubate 30 minutes (Plate hotel)
13. wash plate (Blue Cat Bio Blue Washer)
14. add 5 µl reagent 6 (Agilent Bravo liquid handler)

15. read in Roche LC480 LightCycler or Tecan SPARK reader

The Supplier is further obliged to demonstrate during the implementation (putting into operation) of the Equipment (or Assembly) that the Assembly is, simultaneously with performance of the above protocol (or parallelly with this protocol) able to use the Labcyte Echo 650 during longer cell incubations in the Plate hotel or Cytomat C5 incubator.

- 2.4. The Client shall confirm proper delivery of the Equipment and putting of the Assembly into operation in writing on the handover protocol.
- 2.5. The Client shall not be obliged to take over the Equipment (or the Assembly) if the Equipment (or Assembly) has any defects or if the Supplier has not properly fulfilled any of its obligations stipulated in the Agreement. In such a case, the Client shall inform the Supplier of the reasons for not accepting the Equipment (or the Assembly).
- 2.6. However, the Client may take over the Equipment (or Assembly) even if it has defects or if the Supplier has not properly fulfilled all its obligations under this Agreement. In such a case, the Client shall list in the handover protocol all the defects of performance discovered so far. In that case, the Client is, based on this Agreement, entitled to all claims under this Agreement in connection with the defects listed.
- 2.7. The Supplier shall remove the defects listed in the handover protocol or fulfill other claim arising from defects selected by the Client within 1 week from the date of issue of this protocol, unless the Contracting Parties agree otherwise.

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

- 3.1. The Client shall acquire the ownership rights to the Equipment at the moment of its receipt. The Supplier assumes the risk of damage to the Equipment until it is taken over by the Client. The Client becomes owner of the Assembly at the moment of its takeover from the Supplier (after integration of the Equipment with the Devices).
- 3.2. In case the Supplier enters into insolvency or any similar proceedings in the sense of the Act No. 182/2006 Coll., on Bankruptcy and Settlement (Insolvency Act), the result of which shall be declaration of bankruptcy, moratorium or extinction or any other similar legal act (the "bankruptcy") and if the Client has already paid a part of the Purchase Price under Article 7.2. of the Agreement, the Contracting parties agree that the ownership right to the Equipment, or the Assembly (including components which the Supplier shall supply to the Client under Appendix 1 to the Agreement), passes over to the Client as of the day which precedes the day of declaration of Supplier's bankruptcy.

4. THE QUALITY OF THE EQUIPMENT AND ITS DEFECTS, PROPER FUNCTIONING OF THE ASSEMBLY

- 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 Supplier is responsible for proper operation of the Assembly and for the fact that the Assembly is usable for the purpose stated in this Agreement.
- 4.3. The Supplier is responsible for the defects which the delivered Equipment (or Assembly) has at the moment of its take-over by the Client, as well as for the defects of the Equipment (or Assembly), which shall appear during the guarantee period after the Equipment (Assembly) is taken over by the Client.

Quality Guarantee

- 4.4. The Supplier provides the Client with a quality guarantee to the Equipment (any of its components or accessories) and to proper operation of the Assembly for a period of *12 months* from the date when the Equipment (or Assembly) is taken over by the Client and it is confirmed on the handover protocol. The Supplier is responsible for any defect which appears during the guarantee period on the Equipment (or Assembly) except for defects in the Devices owned by the Client, unless the defect was caused by the Supplier or the Equipment supplied by him.
- 4.5. The guarantee period is interrupted for the period during which the Client cannot use the Equipment or its part for defects for which the Supplier is responsible.
- 4.6. If the Equipment (or Assembly) which has been handed over is defective, the Client may choose from the following:
 - require the removal of the defect within 1 week from raising of the claim by the Client or in any other period agreed by the Contracting Parties;
 - require adequate discount from the Purchase Price; or
 - withdraw from this Agreement.
- 4.7. Unless the Supplier removes the defect within the time period set in this Agreement, the Client 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 Supplier. In that case, the Supplier is obliged to pay upon request of the Client all the costs incurred by the Client for removal of the defect or in connection with such removal.
- 4.8. If the Client has selected as a claim arising from defects discount from the Purchase Price, the Client shall propose the amount of discount in writing to the Supplier. Unless the Supplier rejects this proposal in writing within 10 days from its receipt, the amount of the discount proposed by the Client is binding for both Contracting Parties. If the Supplier 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 Client, the amount of discount shall be determined by an expert selected by the Client from a list of experts. The discount determined by the expert shall be then binding for both Contracting Parties.
- 4.9. The costs of the expert assessment according to the above stated provision are borne by the Supplier unless it is proven that there was no defect. The Supplier is obliged to pay for such expenses at the latest together with the discount from the Purchase Price.
- 4.10. The Client undertakes to provide the Supplier with the necessary cooperation within removal of the defects which can be reasonably required, in particular to enable the Supplier works aiming at removal of the defects.
- 4.11. The Supplier undertakes that he will, within removal of the defects of the Equipment (or the Assembly), respect the operating instructions of the Client if they are issued and to proceed in such a manner so as to minimize the interference in the use of the Equipment (or Assembly) by the Client and the normal operation of the Client.

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

The guaranteed period for the receipt and acceptance of the reported defect by the Supplier	The guaranteed period for the removal of the defect
2 working days	1 week, if not agreed otherwise by the Contracting Parties

5. OTHER OBLIGATIONS OF THE SUPPLIER

- 5.1. The Supplier 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 Supplier agrees that all information provided to the Client in compliance with this Agreement and Czech legislation can be published by the Client, including this Agreement.
- 5.3. The Supplier undertakes to have an insurance contract, the subject of which is the liability insurance for damage caused by the Supplier to a third party, effective during the installation of the Equipment (or the Assembly). The insurance coverage must be at least CZK 30 000 000 for one claim event or its equivalent in any other currency (e.g., EUR, etc.). The Supplier must present to the Client the insurance contracts or certificates proving the existence of the insurance in the extent specified in this paragraph upon request of the Client prior to the installation of the Equipment (or Assembly).

6. THE PURCHASE PRICE

- 6.1. The total price of the Equipment and other performance of the Supplier under this Agreement (including integration of the Equipment with the Devices and putting of the Assembly into operation) is CZK 14 953 409,90 excluding VAT (the "**Purchase Price**"), CZK 18 093 625,98 including VAT and CZK 3 140 216,08 VAT.
- 6.2. The Supplier explicitly declares and assures the Client that the Purchase Price includes all the costs of the Supplier associated with the performance of this Agreement. The Purchase Price is final. The Purchase Price includes in particular:
- a) transport, installation of the Equipment and putting the Equipment into full operation in the place of performance of the Agreement (including integration of the Equipment with the Devices and creating of the Assembly which will serve for the purpose stated in this Agreement);
 - b) the remuneration for use of software necessary for operation of the Equipment (or Assembly);
 - c) training of Client's staff (including advanced software training of Client's staff at the place of delivery),

- d) Client's technical support and consultations for at least 1 year from the effective date of the Agreement on the software, as further specified in Article 1.4. and 1.5. above,
 - e) guarantee service (including labour, material and travel costs) and upgrade of the software at minimum within the guarantee period;
 - f) the costs of proper packaging;
 - g) customs duties and fees;
 - h) ecological disposal of the Equipment if required and the services connected with such disposal;
 - i) guaranty to the extent specified by this Agreement;
 - j) all other costs and fees necessary for proper fulfillment of this Agreement.
- 6.3. The Purchase Price 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 Purchase Price shall be increased by VAT, which the Supplier 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 Purchase Price already includes all the possible taxes and fees that the Supplier may have to pay or declare in any form under any applicable foreign laws.
- 6.4. The Supplier undertakes to inform the Client immediately in writing about the fact that the tax administrator has issued a decision that the Supplier is an unreliable payer in the sense of the provisions of Section 106a of the Value-Added Tax Act. The Supplier is obliged to send this notice to the Client without delay after receiving such a decision of the tax administrator, no matter if this decision has already come into legal force.
- 6.5. The Supplier undertakes to inform without delay the Client 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 Supplier is no longer an unreliable payer in the above-mentioned sense.
- 6.6. The Contracting Parties have agreed that the Client shall pay taxable performance to the Supplier (to a provider of taxable performance) only to the account of the Supplier which is published by the tax administrator in a manner enabling remote access; until the Supplier has provided the number of such a bank account, the obligation of the Client to pay the Purchase Price is not due. This provision shall not be used, if the Supplier is a person who is not registered as value added tax payer in the Czech Republic.
- 6.7. If the Supplier breaches its obligations listed in the preceding paragraphs of this Agreement, the Supplier must pay to the Client a contractual penalty in the amount corresponding to the liability incurred by the Client 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 Purchase Price shall be paid by the Client in CZK/EUR. The Purchase Price shall be paid based on an invoice (a tax document) issued by the Supplier in compliance with this Agreement.

- 7.2. The Purchase Price shall be paid as follows:
- a) payment of 90% of the Purchase Price in accordance with the Agreement based on the invoice issued by the Supplier after the Equipment is delivered on the Client's site.
 - b) remaining 10% of the Purchase Price in accordance with the Agreement based on the final invoice issued by the Supplier after successful results of the on Site Acceptance Test (including Training) concerning the Equipment (Assembly) will be presented/proven to the Client.

7.3. Should the invoice issued by the Supplier not have the adequate particulars required by this Agreement or legislation, the Client is entitled to return it within the due date to the Supplier for completion without exceeding the due date. The period of the due date begins a new once the properly completed and corrected invoice is delivered to the Client again.

7.4. The Particulars of the Invoice

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

- 7.4.1. a reference to this Agreement;
 - 7.4.2. all the details of a proper accounting and tax document required by the relevant legislation (mainly, but not exclusively, the Value-Added Tax Act);
 - 7.4.3. the description of the invoiced Equipment (or Assembly) and the invoiced price;
- 7.5. If the requirements for the issue of an invoice (tax document) based on this Agreement are met, the Supplier is obliged to deliver this invoice to the Client 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 Supplier in accordance with this Agreement is due within 30 days counted from delivery of the invoice to the Client.
- 7.6. If the invoice is issued in accordance with this Agreement, the Client shall pay it by the due date. The Client shall pay the amount owed by sending it to the Supplier's account listed in this Agreement or to another account of the Supplier specified by the Supplier in writing in accordance with this Agreement.

8. SANCTIONS

- 8.1. Should the Supplier be in default with the handover of the Equipment (or Assembly) in terms of the time limits set in this Agreement (including putting into operation of the Assembly and performing the protocol and other acts pursuant to Article 2.3 above), the Supplier is obliged pay to the Client a contractual penalty in the amount of 0.2 % of the Purchase Price for each commenced day of delay.
- 8.2. Should the Supplier be in default with satisfaction of a claim arising from defects raised by the Client within the time limit for satisfaction of a claim according to this Agreement, the Supplier is obliged to pay to the Client a contractual penalty in the amount of 0.05 % of the Purchase Price, for each commenced day of delay and for each individual case of delay.
- 8.3. If the Client is in arrears with payment of an invoice properly issued by the Supplier and delivered to the Client in accordance with this Agreement, the Supplier 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 Client is represented by:

in technical issues: [REDACTED]

in contractual matters: [REDACTED]

For the purposes of this Agreement, the Supplier 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.

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 Supplier: if the Supplier does not properly fulfill its duty to handover the Equipment (or Assembly) (including putting into operation of Assembly and execution of protocol and other operations within commissioning according to Article 2.3. above) within the time limit under this Agreement;

- 10.3.2. on the side of the Supplier: if the Supplier does not, within the time limit under this Agreement, properly remove defects or satisfy the claims from the defects of the Equipment (or Assembly) chosen by the Client based on the defects listed in the handover protocol;
- 10.3.3. on the side of the Client: a delay in the payment of the Purchase Price based on an invoice properly issued in accordance with this Agreement longer than 30 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 Supplier 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 Client.
- 10.4.2. The Supplier agrees that its claims against the Client arising from this Agreement cannot be unilaterally set off.
- 10.4.3. The Supplier is aware of the fact that the consent of the Client with the assumption of any debt (obligation) of the Supplier arising from this Agreement by a third party must be given by the Client 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 Supplier or there will be a gross disproportion between the rights and obligations of the Contracting Parties, it does not affect in any way the Supplier'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 Supplier, 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 two counterparts, of which the Client shall receive one counterpart and the Supplier one counterpart.
- 11.10. The following appendices form an integral part of the Agreement: Appendix 1 – Equipment and Assembly Specification, Appendix 2 – List of subcontractors or declaration of honour of the Supplier stating that the subcontractors shall not be used for performance of this Agreement.

In Prague

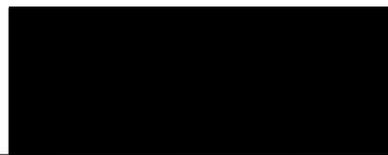
In Prague

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

HPST s.r.o.



Prof. RNDr. Jan Konvalinka, CSc.
Director



RNDr. Karel Vranovský, CSc.
CEO

Appendix 1 – Equipment and Assembly Specification

The Client requires the delivery of an automation platform with integration equipment for high-throughput analyses (Equipment) with accessories and the connection of the Equipment with the Devices owned by the Client (as defined in this Agreement) so as to create an Assembly capable of fulfilling the purpose described below.

The automation platform must be able to automatically perform biochemical analyses/assays according to the specified program, i.e. control all devices described in this Agreement (including Devices owned by the Client, which are already present on-site as defined in this Agreement), transfer microtiter plates and tip boxes between these devices, and collect measured data. The capacity of the platform must allow the processing of up to 50 test plates (plus the required number of tip boxes and library analyte solution plates) in a single protocol so that free machine time is used during the incubation steps to prepare another plate. The platform must be able to run and execute another protocol while another or the same protocol is running, and work with instruments that are not currently needed in the running protocol to make optimal use of machine time during incubations, if the capacity of the Assembly allows it.

The automation platform must be able to perform the following protocol using the devices (Equipment) supplied and already present (Labcyte Echo 650, Roche LC480 LightCycler, Agilent PlateLoc sealer, Agilent Bravo liquid handler, Formulatrix Mantis, Tecan SPARK reader, Thermo Fisher MultiDrop, Brooks Xpeel seal remover, Blue Cat Bio Blue Washer, Cytomat C5 incubator, Fritz Gyger CertusFlex, Agilent Microplate Centrifuge with loader). The supplier must provide all necessary digital information (control software protocol files) to reproduce the protocol. The protocol is as follows:

Protocol - 384 well plates, operation on each well

1. add 5 µl reagent 1 (Agilent Bravo liquid handler)
2. incubate 15 minutes (Plate hotel)
3. add 30 µl reagent 2 (Agilent Bravo liquid handler)
4. incubate 60 minutes (Plate hotel)
5. wash plate (Blue Cat Bio Blue Washer)
6. add 5 µl reagent 3 (Agilent Bravo liquid handler)
7. incubate 30 minutes (Plate hotel)
8. wash plate (Blue Cat Bio Blue Washer)
9. add 5 µl reagent 4 (Agilent Bravo liquid handler)
10. add 5 nl compound from library (Labcyte Echo 650)
11. add 5 µl reagent 5 (Agilent Bravo liquid handler)
12. incubate 30 minutes (Plate hotel)
13. wash plate (Blue Cat Bio Blue Washer)
14. add 5 µl reagent 6 (Agilent Bravo liquid handler)
15. read in Roche LC480 LightCycler or Tecan SPARK reader

Along with this protocol (i.e. at the same time during this protocol), the platform must be able to use the Labcyte Echo 650 during longer cell incubations in the Plate hotel or Cytomat C5 incubator.

The Supplier undertakes to deliver the following components to the Client as part of the delivery of the Equipment in accordance with this agreement:

- **Automation platform**

Collaborative robotic arm with holder for microtiter plates on a linear rail in an enclosed box platform with HEPA filtration system enabling work in an aseptic environment including computer with a monitoring system, with storage spaces underneath the main platform. The system must include openable access panels from all sides with the possibility of removing devices for work outside the automation platform, mounting elements for integration with the robotic arm and all electronic installation and lighting.

The control software must meet these parameters: at least 12 controllable devices in one protocol (these must include the devices that are included in the delivery and the on-site integrated Instruments: Labcyte Echo 650, Roche LC480 LightCycler, Agilent PlateLoc sealer, Agilent Bravo liquid handler, Formulatrix Mantis, Tecan SPARK reader, Thermo Fisher MultiDrop, Brooks Xpeel seal remover, Blue Cat Bio Blue Washer, Cytomat C5 incubator, Fritz Gyger CertusFlex, Agilent Microplate Centrifuge with loader). At the same time, a package (SDK) must be available for the control software for the development of the Client's own custom drivers (for at least 5 devices). The control software must have an interface capable of preparing protocols using a graphical scripting interface. The control software must be capable of both static timing and dynamic timing of operations with the ability to process multiple microtiter plates at one time.

- **De-lidding station**

Automatic machine capable of removing microtiter plate lids with a minimum of 6 plate positions. The device must be delivered fully integrated into the automation platform.

- **Plate hotel**

Storage carousel with at least 8 positions for racks with a stack capacity of at least 40 microtiter plates of standard height 14 mm, fully integrated into the supplied platform. Racks must be able to accommodate higher plates or tip boxes in stacks.

The Supplier further undertakes to interconnect the above components (Equipment) with the Devices owned by the Client and to create an Assembly which will be owned by the Client and to which the Client will have all rights (including software rights as specified below).

Software License Agreement:

The Supplier grants to the Client the right to use the software to the extent necessary for the fulfillment of the purpose of this Agreement from the moment of acquisition of the ownership right to the Equipment (or Assembly) by the Client. The Supplier grants to the Client a non-exclusive, territorially and time-indefinite license to use the software.

The Supplier declares that the Client will not be obliged to undertake any paid modifications or software updates that would condition the fulfillment of the purpose of this Agreement and the functionality of the Equipment (or Assembly). The Supplier undertakes to upgrade the software during the guarantee period free of charge. The Supplier declares that it is entitled to grant to the Client a license authorization to the extent specified above.

The Supplier declares that the Equipment (or Assembly) meets the above technical parameters

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

AFFIDAVIT ON THE SUBCONTRACTING SYSTEM

for Public Contract for “**Automation platform with high-throughput analysis instrumentation with accessories II**”

Economic operator (trade name): HPST s.r.o.

Address, registered office, place of business: Na Jetelce 69/2, Vysočany (Praha 9), 190 00

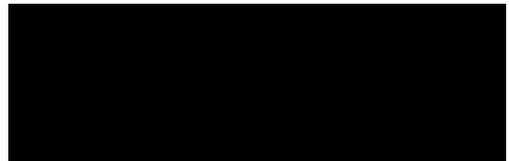
Company Identification No.: 25791079

Tax Identification No.: CZ25791079

Name of authorized person: RNDr. Karel Vranovský, CSc

I hereby truthfully declare that the Tenderer does not intend to award any parts of the contract to subcontractors.

In Praha, dated 31.8.2022



RNDr. Karel Vranovský, CSc.
CEO
HPST s.r.o.