

## TERMS AND CONDITIONS OF GIFT

These Terms and Conditions of Gift (“Gift Terms”) govern the gift of Products and the license of Software by Agilent Technologies, Inc. and its subsidiaries (“Agilent”) to recipient (“Recipient”).

### 1. DEFINITIONS

- a) “Products” means any standard hardware or consumables provided or standard Software licensed under these Gift Terms.
- b) “Service” means any standard support service provided to support Products, Software updates and maintenance, or training.
- c) “Software” means one or more computer programs and related documentation.
- d) “Specifications” means technical information about Products published by Agilent and in effect on the date Agilent ships Recipient’s order.

### 2. DELIVERY AND ACCEPTANCE

- a) Delivery is governed by the applicable trade term specified on the quotation or agreed to by Agilent as defined in Incoterms 2020.
- b) Title to hardware and consumable Products will pass to Recipient upon delivery.
- c) For Products provided without installation, acceptance occurs upon delivery. For Products provided with installation, acceptance occurs when the Product passes Agilent’s installation and test procedures. If Recipient schedules or delays installation by Agilent more than thirty (30) days after delivery, acceptance of the Product will occur on the thirty-first (31<sup>st</sup>) day after delivery.

### 3. WARRANTY

- a) Product warranty terms are provided with the Product, on quotations, upon request or at <https://www.agilent.com/en-us/general/warranty-terms> Each Product receives a global warranty that includes the standard warranty for the country of purchase.
- b) Agilent warrants the Agilent hardware Product against defects in materials and workmanship and that the Product will conform to Specifications. Agilent warrants that Agilent owned standard Software substantially conforms to Specifications.
- c) If Agilent receives notice of a defect or non-conformance during the warranty period, Agilent will, at its option, repair or replace the affected Product. Recipient will pay shipping expenses for return of such Product to Agilent. Agilent will pay expenses for shipment of the repaired or replacement Product.
- d) THE WARRANTIES IN THESE GIFT TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY

DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### 4. LICENSES

- a) Agilent grants Recipient a worldwide, non-exclusive license to use Software for internal purposes in accordance with documentation provided with the Software. Agilent license terms or third-party license terms included with such documentation will take precedence over these license terms. If the documentation does not include license terms, Agilent grants Recipient a license to use one copy of the Software on one machine or instrument, or a license as otherwise stated on the quotation.
- b) Except as authorized by Agilent in writing or as permitted by law, Recipient will not reverse engineer, reverse compile, or reverse assemble Software, modify or translate Software, or copy Software onto any public or distributed network.

c) Except as expressly provided for herein, no license to Agilent intellectual property, including patents, trademarks and copyrights, is granted to Recipient by implication or otherwise. In particular, Recipient is not authorized to use Agilent’s trademarks without written authorization from Agilent.

### 5. INTELLECTUAL PROPERTY RIGHTS

- a) Agilent will defend or settle any claim against Recipient that a Product infringes a third party’s intellectual property right, provided Recipient promptly notifies Agilent in writing and provides control of the defense or settlement, and assistance, to Agilent.
- b) In defending or settling an infringement claim under Section 5(a), Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify or replace the Product or procure any necessary license. If Agilent determines that none of these alternatives is reasonably available, Agilent will take back the Product.
- c) Agilent has no obligation for any claim of infringement arising from: Agilent’s compliance with, or use of, Recipient’s designs, specifications, instructions or technical information; Product modifications by Recipient or a third party; Product use prohibited by or outside the scope of Specifications or related application notes; or use of the Product with products not supplied by Agilent.

**TERMS AND CONDITIONS OF GIFT**

d) These terms state the entire liability of Agilent for claims of infringement by Products.

**6. LIMITATION OF REMEDIES AND LIABILITY**

a) In no event will Agilent, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, or lost profits) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Gift Terms.

b) To the extent that limitation of liability is permitted by law, Agilent's liability to Recipient is limited to Agilent's list price for the Product provided to Recipient under these Gift Terms.

c) The limitations set forth in Sections 6(a) and (b) above will not apply to infringement claims under Section 5, or to damages for bodily injury or death.

d) The remedies in these Gift Terms are Recipient's sole and exclusive remedies.

**7. GENERAL**

a) Neither party may assign any rights or obligations without prior written consent of the other party.

b) Terms for Service are available upon request, as indicated on the quotation, or at <https://www.agilent.com/en/service-terms>

c) If training classes and/or consulting services are included in the gift, they shall be completed no later than ninety (90) days from the date of equipment installation. Training classes shall be at an Agilent location and do not include housing, transportation or other expenses.

d) The parties agree to comply with applicable laws and regulations.

e) Use, distribution or disclosure of Products by the U.S. Government is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software –Restricted Rights).

f) Disputes arising in connection with these Gift Terms will be governed by the laws of the country and locality in which Recipient is located.

g) To the extent that any provision or a portion of any provision of these Gift Terms is determined to be illegal or unenforceable, the remainder of these Gift Terms will remain in full force and effect.

h) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Gift Terms.

i) Products are not specifically designed, manufactured or intended for use as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Agilent shall not be liable for any damages resulting from such use.

j) **If checked here •** , we hereby acknowledge that we will use the Products granted to us for research purposes in the U.S. in support of the award referenced below, and that we will not transfer the awarded Products to a third party in exchange for money, other property, or services within two years of the date of delivery of the products.

k) These Gift Terms and any supplemental terms applicable to the gift constitute the entire agreement between Agilent and Recipient, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Recipient's additional or different terms and conditions will not apply.

Agilent award reference no.: 4763

Effective as of 1/1/2023

University: Academy of Sciences of the Czech Republic, Institute of Analytical Chemistry

Address: Veveri 97  
60200 Brno  
Czech Republic

Signature: \_\_\_\_\_

Printed Name: Frantisek Foret

Title: Dr.