



PURCHASE CONTRACT

No. 004/OVZ/PV/2024

CONTRACTING PARTIES:

BUYER: **Palacký University Olomouc**
Public university established by Act. No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Certain Acts (Act on Higher Education Institutions), as amended
Legal Address: Křížkovského 511/8, CZ-771 47 Olomouc, Czech Republic
Rector: prof. MUDr. Martin Procházka, Ph.D.
Person authorized to act in technical matters: [REDACTED]
Identification No.: 61989592
Tax Identification No.: CZ61989592
Bank Name: [REDACTED]
Bank Account No.: [REDACTED]
(hereinafter referred to as „Buyer”)

and

SELLER: **AMEDIS, spol. s r.o.**
Legal Address: Bobkova 786/4, 198 00 Praha 9 – Černý Most
Registration in Companies Register: Municipal Court in Prague - C 17901
Statutory body: Ing. Petr Krňák, Ing. Hana Poslušná – company representatives
Person authorized to act in contractual matters: [REDACTED]
Person authorized to act in technical matters: [REDACTED]
Identification No.: 48586366
Tax Identification No.: CZ48586366
Bank Name: [REDACTED]
Bank Account No.: [REDACTED]
(hereinafter referred to as „Seller”)

are closing on the bellow stated day, month and year according to provision of Section 2079 et seq. of the Act no. 89/2012 Coll., Civil Code, as amended, this purchase contract (hereinafter referred to as „Contract”).

The Buyer and the Seller enter into this contract due to the fact, that the Seller was selected by the Buyer in the procurement procedure entitled „**CATRIN/UPOL – microwave reactor**“ as the selected economic operator.



I. Subject of the Contract

1. The Seller undertakes under this Contract to deliver to the Buyer **CEM Discover 2.0 with accessories** (hereinafter referred to as the „Goods”) in type, quantity, quality and design according to specification, that is an integral part of this Contract as its Annex No. 1. The Seller is not entitled to deliver Goods in larger quantity as stated in Section 2093 of the Civil Code. Both parties to this Contract agreed that Section 2099 (2) of the Civil Code will not be applied.
2. The Seller hereby undertakes to surrender the Goods specified in Annex no. 1 to this Contract to the Buyer and allow him to acquire property rights to it, carry out the installation of the Goods, provide the training to the Buyer’s staff by qualified worker and provide the warranty service under the conditions stipulated by this Contract.
3. The Buyer agrees to take over the Goods and pay the Seller the purchase price in the way and in time agreed to in this Contract.
4. Part of the delivery of the subject of the Contract is transport and delivery of legal documents (Declaration of conformity or CE certificate, user manual in Czech or English).
5. The Seller declares pursuant to Section 2103 Civil Code, that the Goods is without any faults or defects.
6. The Goods shall be fully functional, new, unused, not refurbished, without any additional costs or expenditures necessary to be paid by the Buyer.

II. Term and place of delivery

1. The Seller undertakes to deliver and install the Goods at the place of delivery, including the delivery of all legal documents to the Goods, the execution of all tests verifying compliance with technical parameters given in this Contract, the training of the Buyer's staff by a qualified worker within the scope of Article V (2) of this Contract, no later than 90 calendar days after the effective date of this Contract.
2. Place of delivery:
 - one piece - Palacký University Olomouc, Czech Advanced Technology and Research Institute (CATRIN), building VTP A, ground floor, Šlechtitelů 241/27, 779 00 Olomouc, Czech Republic;
 - one piece - Palacký University Olomouc, Institute of Molecular and Translational Medicine, Faculty of Medicine and Dentistry, Hněvotínská 1333/5, 779 00 Olomouc, Czech Republic.

Person authorised to take over the delivery on the basis of a handover protocol: [REDACTED]
[REDACTED] or a person authorised by him to take over the Goods.

3. Both parties agreed, that Section 2126 and Section 2127 Civil Code on self-help sale will be excluded and thus shall not be applicable in the case of delay in take-over of the Goods by the Buyer.



III. Purchase price

1. The purchase price is set in the amount of **2.094.060,00 CZK without VAT**. The Seller is the payer of VAT.
2. The purchase price covers all the costs related to the supply of the Goods (in particular the transport to the place of delivery, insurance, customs duties, fees, licence fees and copyrights, installation and arranging for training, delivery of all legal documents to the goods, the warranty service).
3. The purchase price is set as a fixed price, the highest acceptable and maximal, covering all the costs related to the supply of the Goods.
4. The Seller takes the responsibility for the fact, that the VAT rate at the time of invoicing is stipulated in compliance with the legislation.

IV. Payment terms and conditions

1. Payment for the delivery of the Goods shall be made on the basis of a duly issued tax document (invoice), including all the prerequisites, within the due date of 30 calendar days from the date of the provable delivery to the Buyer. The invoice will be issued by the Seller at the earliest after delivery of the Goods, its proper and complete installation, delivery of legal documents, performance of all tests verifying compliance with technical parameters given by this Contract, basic operator training within the scope of Article V (2) of this Contract, which will be confirmed by a written signed protocol on the delivery and installation of the Goods. Proof of the proper fulfillment of the obligations stated in the previous sentence by the Seller is a written dated handover protocol provided with the signatures of the authorized persons of both contracting parties to act in technical matters.
2. Each invoice issued by the Seller must include all tax document prerequisites in accordance with Act No. 235/2004 Coll., on value added tax, as amended, and the prerequisites of a commercial deed pursuant to Section 435 of the Civil Code as well as identification of the Contract, on the basis of which the fulfilment has been provided. The Seller shall affix the invoice with the signature of the person authorised to issue the invoice. Each invoice issued will bear the number of this Contract.
3. If any invoice issued by the Seller does not contain any of the obligatory particulars or if the Seller incorrectly invoices the price or the VAT, the Buyer is entitled to return such invoice to the Seller before the expiration of its maturity date for the correction, stating the reason of its returning. The Seller shall correct it by issuing a new invoice. The initial maturity date stops running on the day of sending the incorrect invoice to the Seller and a new maturity day starts running on the day of the delivery of a new invoice to the Buyer.
4. The contracting parties agree that the obligation to pay the purchase price is fulfilled on the day when the given sum is sent from the Buyer's account to the Seller's account given above in this Contract.
5. The Seller shall ensure proper and timely fulfillment of financial obligations to its subcontractors, where proper and timely fulfillment is considered full payment of invoices



issued by the subcontractor for performances provided to the Seller to fulfill obligations under the Contract, always no later than 15 days after receiving payment from the Buyer for specific performance (if the due date of the invoice issued by the subcontractor has not occurred before). The Seller undertakes to transfer the same obligation to other levels of the supply chain and to oblige its subcontractors to fulfill and spread this obligation also to lower levels of the supply chain. The Buyer is entitled to request the submission of documents on payments made to subcontractors and contracts concluded between the Seller and subcontractors. Failure to fulfill the obligations of the Seller under this agreement of this Contract is considered a material breach of contract with the possibility of withdrawal by the Buyer from this Contract. Withdrawal from this Contract is in such a case effective by delivery of a written notice of withdrawal from the Contract to the other contractual party.

V. Installation and training of the staff

1. As part of the installation of the Goods at the place of delivery, the Seller is obliged to prove, but not exclusively, the full functionality and fulfillment of all the parameters of the Goods in accordance with the tender of the Seller, which forms an integral part of the Contract (Annex No. 1 of the Contract).
2. The Seller undertakes to provide basic operator training, which is a condition for the due handover and reception of the Goods within the following scope: Operator onsite training for delivered Goods at each place of delivery separately in the minimal scope of 1 working day – 8 hours, for at least 3 persons of the Buyer (2 working days, 16 hours in total). The training must be led by a qualified service technician or application specialist.
3. All trainings shall take place at the place, where delivered Goods have been installed, unless agreed otherwise in writing by the persons authorised by the contracting parties to act in technical matters. Precise dates of the respective trainings shall be agreed in a sufficient advance by the person authorised by the Buyer to act in technical matters. All the costs related with the above-mentioned trainings (including the stay of service technicians, application specialists or specialists of the economic operators of the accessories) are paid for by the Seller and are included in the purchase price.

VI. The Seller's responsibility for defects and warranty

1. The Seller provides a quality warranty for the Goods according to § 2113 et seq. Civil Code, for a period of 24 months from the date of signing the handover protocol pursuant to Article IV (1) of this Contract.
2. Seller guarantees promptness of service in the warranty period, ie. travel to the place of installation, conducting detection of defects and discussing the necessary service operations with person authorized by the Buyer to act in technical matters, during warranty period no later than within 10 workdays from the day of report of the defect, by visit from service technician. During the warranty period, the respective defects shall be removed within 15 workdays at the latest after the day of the start of the defect removal, unless otherwise agreed in writing by persons authorized by contracting parties to act in technical matters. The Seller is obliged to provide repairs in the place of delivery, in case it is technically impossible, Seller shall take over the „faulty part“ of the Goods in order to repair it after signing a written protocol, stating suggested procedure agreed by the



person authorised to act in technical matters for the Buyer. The contracting parties have agreed that § 2110 Civil Code shall not apply; the Buyer is therefore entitled to withdraw from the Contract for defects or demand the delivery of new Goods, regardless of whether he can return the Goods, or return them in the condition in which they were received.

3. Seller also undertakes to perform free full service of the delivered Goods for the entire warranty period, including all necessary spare parts (free warranty service of delivered Goods). The costs of performing a full warranty service of the delivered Goods form part of the purchase price.

VII. Contractual penalties

1. The contracting parties shall, in the event of a breach of the contractual obligation, agree on contractual penalties in the form provided for in the following paragraphs of the Contract. Neither contracting party considers that the contractual penalties are disproportionate in relation to the value of the individual contractual obligations.
2. The Seller undertakes to pay the Buyer a contractual penalty in the amount of 0,2 % from the purchase price without VAT for each commenced day of delay with the contractually set delivery date as per Article II (1) of this Contract.
3. The Seller undertakes to pay the Buyer a contractual penalty of 0,1 % from the purchase price without VAT for each even commenced day after the expiration of the period for initiation to repair or after the expiration of the period for repair defects during the warranty period in accordance with Article VI of this Contract, for each individual case.
4. The contracting parties have agreed that § 2050 of the Civil Code shall not apply, ie. contractual penalties are not included in the compensation for any damage incurred, which can be enforced separately in full in addition to the contractual penalty.
5. The maturity date of the charged contractual penalties is 30 calendar days from the day of delivery of their written statement to the given contracting party and the day of payment means the day of debiting the contractual penalty amount from the account of the given contracting party to the account mentioned in the statement of the contractual penalty.
6. The Buyer is entitled to set off the contractual penalties within the meaning of Section 1982 et seq. of the Civil Code against the Seller's outstanding claim for payment of the purchase price under this Contract.

VIII. Final provisions

1. With respect to the provision of Section 2 (e) of Act no. 320/2001 Coll., on the Financial Inspection in Public Administration, as amended, the Seller is a person obliged to cooperate during the performance of the financial inspection. These Seller's obligations also apply to his contractual partners involved in the fulfillment of this Contract.



2. The Seller undertakes to ensure the legal employment of persons in the performance of this Contract and to ensure fair and decent working conditions for the employees participating in the performance of the Contract. Fair and decent working conditions are those working conditions that meet at least the minimum standards set by labor and wage regulations. The Seller is obliged to ensure compliance with the requirements of this provision of the contract with its subcontractors. Failure to fulfill the obligations of the Seller under this agreement of this Contract is considered a material breach of Contract with the possibility of withdrawal by the Buyer from this Contract. Withdrawal from this Contract is in such a case effective by delivery of a written notice of withdrawal from the Contract to the other contractual party.
3. The Buyer reserves the right to publish the contents of the Contract.
4. This Agreement is governed by the Civil Code and the legal order of the Czech Republic in matters not expressly regulated in it.
5. The provisions of this Contract are separable. If any part of an obligation under this Contract is or becomes invalid or non-enforceable, this shall not affect the validity and the enforcement of other obligations under this Contract and the contracting parties undertake to replace such invalid or non-enforceable part of obligation with a new, valid and enforceable part of the obligation, the subject of which will correspond at the best to the subject of the original obligation. If the contract does not contain a provision which would be justifiable for the determination of the rights and obligations, the contracting parties will make all the efforts to implement such provision in the Contract.
6. The contracting parties may modify or amend this Contract only in the form of written amendments numbered in the increasing order, expressly declared as amendments to this Contract and signed by the authorized representatives of the contracting parties.
7. The Buyer is entitled in accordance with § Section 2001 of the Civil Code, to withdraw from this Contract in following cases:
 - delay of the Seller with the delivery of Goods longer than 10 calendar days,
 - failure to comply with the technical specification of the Goods set out in the Seller's tender or if the Seller, in the tender submitted in the tendering procedure preceding the conclusion of this Contract, has provided information or submitted documents which do not correspond to reality and have had or could have had an influence on the selection of the Seller to perform the public contract,
 - the Seller's delay with starting to repair defects longer than 10 calendar days,The withdrawal from the Contract shall be made in a written form and becomes effective on the day of the delivery of the written notice to the other contracting party.
8. The Seller is not entitled to cede his rights and obligations under this Contract to a third party without the Buyer's approval.
9. With regard to the delivery of items relating to the performance of this Contract sent by the Seller using the postal service provider, § 573 of the Civil Code shall not apply
10. The Seller acknowledges that this Contract, including all its Annexes, is subject to mandatory disclosure under Act No. 340/2015 Coll., on special conditions of



effectiveness of certain contracts, publication of these contracts and on the register of contracts, as amended.

11. This Contract shall enter into force on the date of its signature by the last participant of this Contract and become effective as of the date of publication of this Contract by Buyer in the Register of contracts pursuant to Act No. 340/2015 Coll., on special conditions of effectiveness of certain contracts, publication of these contracts and on the register of contracts, as amended.
12. This Purchase Contract is signed electronically.
13. The Seller is obliged to inform the Buyer if it becomes aware that it or its subcontractors or the performance which is the subject of this contract is subject to international sanctions.
14. The following Annexes form an integral part of this Contract:

Annex No. 1 – Seller's tender dated 20.12.2023

In Olomouc, on 15.01.2024

In Prague, on 11.01.2024

.....
prof. MUDr. Martin Procházka, Ph.D.
rector of Palacký University Olomouc

.....
Ing. Hana Poslušná
company representative of AMEDIS, spol. s r.o.



Quotation No. 115119-C

to a public supply contract awarded in the above-threshold regime in open procedure:

„CATRIN/UPOL – microwave reactor“

ID: Z2023-053134

Economic Operator:

AMEDIS, spol. s r.o., Bobkova 786/4, 198 00 Praha 9 – Černý Most, Czech Republic

Registered in Companies Register of Municipal Court in Prague – C17901

Identification No.: 48586366, Tax Identification No.: CZ48586366

www.amedis.cz

Contracting Authority:

Palacký University Olomouc, Křížkovského 511/8, 771 47 Olomouc, Czech Republic

Identification No.: 61989592, Tax Identification No.: CZ61989592

Delivery conditions: according to the specifications of the tender documentation of the public contract and the purchase contract draft

Item	Quantity	Part No.	Description	Unite Price CZK	Amount CZK
1	2	925160-7	<p>Discover 2.0 Autosampler 12</p> <p>Discover 2.0® is the premier microwave reactor for performing solution-phase synthetic chemistry and features a 900 W installed magnetron, iWave® in-situ and volume-independent IR temperature control (up to 300 °C), automated pressure management with Activent® (up to 435 psi), ability to run pressurized reactions in 10, 35, and 100mL vessels (no tools required), ability to run reflux reactions using standard glassware, a large and easy-to-access cavity with protective spill cup, variable electromagnetic stirring, a compressed air port for rapid post-synthesis cooling, an integrated 10.1" touchscreen with intuitive software, and communication ports for accessories. Includes:- Camera Option - Provides the ability to view reactions as they are being irradiated in the microwave cavity.- Autosampler 12 - Automates sequential vessel handling of 10 and 35mL pressure vessels. Runs up to (12) 10mL vessel reactions per queue or a combination of 10 and 35mL vessels.- Accessory Kit - Contains necessary accessories and consumables for unit operation, including 10mL vessels/caps, 35mL vessels/caps, and stir bars.- Appropriate Power Cord(s)"</p>	1.063.140,00	2.126.280,00
2	2	118000	Power cord GER/CZ	0,00	0,00

Item	Quantity	Part No.	Description	Unite Price CZK	Amount CZK
3	2	WarrantyCEM	Warranty 12 months from date of installation on hardware and software. (does not apply for plastic, glass and quartz parts of vessels and for optical FO probe), Free service for 24 months provided by AMEDIS, spol. s r.o. from Prague (Bohemia) and Brno (Moravia and Silesia).	0,00	0,00
4	2	INSTAL	Installation by a company specialist in the scope and deadline according to the customer's needs at the installation site	0,00	0,00
5	2	CZTRAIN	Free training by a company specialist in the scope and deadline according to the customer's needs at the installation site Includes: operation of the device, creation of programs, assistance in elaboration user methods, maintenance.	0,00	0,00
6	2	990886	Discover 2.0 - CEM UBIQUE Contract Extended warranty up to 24 months from the date of installation to Discover 2.0 hardware and software (with restrictions such as 12 months basic warranty). <i>Optional CEM item</i>	70.852,00	141.704,00
7	2	990890	Explorer 12 module CEM UBIQUE Contract Extended warranty up to 24 months from the date of installation to Explorer 12 hardware and software (with restrictions such as 12 months basic warranty). <i>Optional CEM item</i>	29.375,00	58.750,00
Total Amount				2.326.734,00 CZK	
Discount 10 %				-232.674,00 CZK	
PRICE AFTER DISCOUNT NET of VAT				2.094.060,00 CZK	
VAT 21 %				439.752,60 CZK	
TOTAL PRICE INCLUDING VAT (DDP Olomouc)				2.533.812,60 CZK	

In Prague, on 20.12.2023

Ing. Hana Poslušná, Company Representative
AMEDIS, spol. s r.o.

AMEDIS, spol. s r.o.

Bobkova 786/4, 198 00 Praha 9 – Černý Most,

www.amedis.cz

Identification No.: 48586366, Tax Identification No.: CZ48586366, Registered in Companies Register of Municipal Court in Prague – C17901

Bank:

Statement to minimal technical requirements - according to Article 2.2.

Tender name: „CATRIN/UPOL – microwave reactor“

Requirements of the Contracting Authority	Tender of Economic Operator - company AMEDIS, spol. s r.o.
Microwave reactor – 2 identical pcs	Quotation No. 115119-C
One-position system that generates a high-density focused microwave field at the reaction vessel site.	yes, single-mode cavity
The microwave source has to be able to beam to the sample with the power of at least 0 W to 300 W.	yes
The instrument has to be compatible with high-pressure reaction vessels designed to accommodate a total volume of the reaction mixture ranging at least from 0.2 ml to 25 ml.	yes
Feedback temperature control of the reaction based on in-situ measurement of the temperature of the reaction mixture from at least room temperature till 300 °C.	yes, sensor can measure sample in the vessel
The instrument has to be equipped with a real-time observation camera focused on the reaction vessel.	yes, 5 megapixel camera
The instrument has to be equipped with reaction vessel pressure monitoring. The monitoring range has to be at least 0 to 30 bar.	yes
The instrument has to be capable to autonomously controll the programmed depressurization and sealing of the vessel during the reaction. It has to have a safety feature that triggers depressurization when the pressure reaches the maximum allowable limit of 30 bar.	yes
The instrument has to be able to perform automatic safety depressurization of the vessel when the reaction process is finished.	yes
The instrument has to allow the manual opening and closing of vessels, without necessitating the use of any additional tools.	yes, no tools required
The instrument must be capable of utilizing a chemically inert safety container within the reactor, serving as a safeguard in the event of a reaction vessel breakage.	yes, protective spill cup
The instrument has to be able to facilitate airflow cooling of the reaction mixture during the course and also when the reaction process is finished.	yes
The instrument has to have the capability to eliminate waste products using compressed air (the compressed air source is not the part of the delivery).	yes
The instrument has to have the magnetic stirring for reaction vessel.	yes, variable speed
The instrument has to be equipped with an autosampler. The autosampler has to be able to accommodate minimally 10 vessel positions.	yes, up to 12 positions
The vessels size has to be in the range from 10 ml till 35 ml vessels. All the vessels can have the same size. The combination of the vessels size in the allowed range is also possible.	yes, combination of vessels is possible

In Prague, on 20.12.2023

[Redacted Signature]

Ing. Hana Poslušná, Company Representative
AMEDIS, spol. s r.o.

[Redacted Signature]

AMEDIS, spol. s r.o.

Bobkova 786/4, 198 00 Praha 9 – Černý Most, [Redacted] www.amedis.cz

IČO: 48586366, DIČ: CZ48586366, Zápis v OR u Městského soudu v Praze, oddíl C, vložka 17901

Bankovní spojení: [Redacted]

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