

Customer - invoice address: <b>Brno University of Technology</b> <b>CEITEC - Central European Institute of Technology</b> <b>Purkyňova 123</b> <b>612 00 Brno</b> <b>Czech Republic</b> IN: 00216305                      TAX:CZ00216305  Datová schránka: yb9j9by  <u>Deliver goods to the address:</u> Brno University of Technology - CEITEC - Central European Institute of Technolog Středoevropský technologický institut Purkyňova 123 612 00 Brno Delivery date: <b>02.04.2024</b>  Contact: XXXXXX Tel.: XXXXXX E-mail: XXXXXX	Vendor (no.SAP): <b>210284</b> <b>Equilibrium SAS</b> <b>93 rue de la villette</b> <b>69003 Lyon</b> <b>France</b> IN:                                      TAX:FR64830191169  Contact: Tel.: E-mail:  <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">                     The other party is obliged to specify the BUT's number of order on the invoice. If this information is not provided, the BUT shall have the right to return such document to the other party for correction.                      In such case, a new due date for payment shall run from the day on which the corrected document is delivered to the BUT.                 </div>
---	--

We are ordering items according to your quotation no 6924108-A.

 Currency: **EUR**

Text of item	Quantity	Unit price exc. VAT	VAT rate	Total excl. VAT	Total incl. VAT
AF01CKT1007 - U-Cell (Glass) Kit	1,00 AU	2 175,65		2 175,65	
RRPG257PT - Pt Cpimter Eúectrpe. 7mm OD shaft, 6.2	1,00 AU	388,11		388,11	
RRPEAGCL - Low profile Silver/silver chloride Gel reference	2,00 AU	63,07		126,14	
shipping cost.	1,00 AU	90,10		90,10	
<b>Total order value</b>					<b>2 780,00</b>

19.2.2024 razítko, podpis prof. Vrba

Date, name and signature - BUT

Vendor test bere na vědomí a souhlasí s tím, že stane-li se tzv. „nespolehlivým plátcem“ ve smyslu § 106a zákona o DPH nebo nastane-li jiná skutečnost zakládající vznik ručitého závazku VUT za dodavatelem nezaplacenou daň z přidané hodnoty, je VUT oprávněno učinit veškerá vhodná opatření k zajištění budoucího nároku z důvodu splnění ručitého závazku, a to zejména využít ust. § 109a zákona o DPH a v příslušné výši úhrady správci daně ponížit úhradu dodavatel.

Brno University of Technology as a public university was established by Act no. 111/1998 Coll. and is not registered in the commercial register.

Vendor confirms the order, ie. customer made it through the draft contract accepts and agrees to abide by the content of contract.

6.3.2024 razítko

---

Date, name and signature - vendor

In the case of payment in euro within the EU we send SEPA payments with the type of charge SHA / SLV according to EU regulation (no.) 260/2012.

Vendor test bere na vědomí a souhlasí s tím, že stane-li se tzv. „nespolehlivým plátcem“ ve smyslu § 106a zákona o DPH nebo nastane-li jiná skutečnost zakládající vznik ručitého závazku VUT za dodavatelem nezaplacenou daň z přidané hodnoty, je VUT oprávněno učinit veškerá vhodná opatření k zajištění budoucího nároku z důvodu splnění ručitého závazku, a to zejména využít ust. § 109a zákona o DPH a v příslušné výši úhrady správci daně ponížít úhradu dodavateli.

Brno University of Technology as a public university was established by Act no. 111/1998 Coll. and is not registered in the commercial register.

**Equilabrium SAS**

Address: 93 rue de la villette, 69003 Lyon, FRANCE

Contact: xxx Tel: +33 4 27 11 49 75

Mobile: xxx Fax: +33 4 28 10 59 76

 Email: xxx We site: [www.equilabrium.com](http://www.equilabrium.com)
**Quote # 6924108-A**

Shipment lead time: 6 - 8 Weeks

**Payment Terms: NET15**

Quotation Date: 14/02/24

Quotation validity: 15/03/24

**brno university of technology**

 Customer Reference: **CZ1BUT1**

Contact: xxx

Phone: Fax:

Email:

 Address: **Purkynova 123  
brno, Brno 62100  
Czech Republic**

Dear xxx

Thank you for your interest in our products. Please find below our quotation for the required item(s):

Qty	Reference	Item Description	Unit price (€)	Discount (%)	Extended Price (€)
1	AF01CKT1007	Small Volume Series: U-Cell (Glass) Kit	2 254,56 €	3,5%	2 175,65 €
1	RRPG257PT	Pt Counter Electrode, LowProfile, 7mm OD shaft, 6.2	402,19 €	3,5%	388,11 €
2	RRPEAGCL	LowProfile Silver/Silver Chloride Gel Reference	65,36 €	3,5%	126,14 €

Note:

\* Excluded VAT - Council Directive 2006/112/EC of 28 November 2005 (for EU countries)

\* Excluded of custom duties, VAT and any other applicable taxes (for Non-EU countries)

 Total quoted: **2 689,90 €**

Shipping cost: 90,10 €

**GRAND TOTAL: 2 780,00 €**  
 (EXW Lyon, France)

Please feel free to contact us for further information.

Best regards,

Tarek Bitar, Administration and Logistics Manager



## Terms and Conditions

### PARTIES

This document describes various equipment, products, or services (hereafter referred to as the "PRODUCTS") being offered and commercialized by "Equilibrium SAS" (the COMPANY) to you (the "CUSTOMER"). the COMPANY offers the PRODUCTS for use in legitimate scientific research activities by bonafide research organizations. the COMPANY reserves the right to refuse orders from any person or organization for any reason without explanation. Most of the PRODUCTS offered by the COMPANY are manufactured by a third party (hereafter referred to as the "MANUFACTURER").

### PRODUCTS

Noteworthy PRODUCTS available from different suppliers include electrode rotators and potentiostats, as well as Fuel Cell Test Systems, Redox Cell Test Systems, Battery Test Equipment, Electrolyzers and Membrane test systems, intended for use in fundamental electrochemical research. These systems are comprised of one or more electronic instruments ("ELECTRONIC INSTRUMENT") used in conjunction with various kinds of electrodes ("ELECTRODES"), laboratory glassware ("CELLS"), and other accessories ("ACCESSORIES").

### WARRANTED INSTRUMENTS

Certain "ELECTRONIC INSTRUMENT" components, are subject to a LIMITED WARRANTY. Collectively, the ELECTRONIC INSTRUMENT components specifically listed below are hereafter referred to as the "WARRANTED INSTRUMENT".

\* Instrument name: WaveVortex; MSR; WaveNow; WaveNow Wireless; WaveNano; WaveNowXV; WaveDriver200; Wavedriver100; WaveDriver40 as well as the 850; 840; 855; 890; 890ZV; 580; 585; 885; 881; 892; 600; 740; 857.

Under no circumstances does the COMPANY warrant any ELECTRODES, CELLS, or ACCESSORIES that may be purchased separately or in conjunction with a WARRANTED INSTRUMENT.

### LIMITED WARRANTY

The WARRANTED INSTRUMENT are warranted to be free from defects in material and workmanship for a one (1) year period from the date of shipment to the original purchaser (hereafter referred to as the "CUSTOMER") if used under normal laboratory conditions. The MANUFACTURER's obligation under this warranty is limited to replacing or repairing parts which shall upon examination by the MANUFACTURER's personnel disclose to his satisfaction to have been defective. The customer may be obligated to assist the MANUFACTURER's personnel in servicing the WARRANTED INSTRUMENT. The MANUFACTURER will provide remote support (via telephone or internet) to guide the CUSTOMER to diagnose and effect any needed repairs. In the event where remote support is unsuccessful in resolving the defect, the MANUFACTURER may recommend that the WARRANTED INSTRUMENT be returned for repair. This warranty being expressly in lieu of all other warranties, expressed or implied and all other liabilities. All specifications are subject to change without notice. The CUSTOMER is responsible for charges associated with non-warranted repairs. This obligation includes but is not limited to travel expenses, tariffs, labor, parts and freight charges. The specific part numbers listed above are the only items which are subject to the LIMITED WARRANTY.

### CUSTOM ITEMS

A "CUSTOM ITEM" is any product which is designed or custom manufactured for a particular customer according to the specific needs of that customer. A purchase order which includes a CUSTOM ITEM is subject to the following terms and conditions:

- \* Payment must be made in advance before the production of the CUSTOM ITEM is scheduled.
- \* A signed copy of the design drawing/proposal which describes the CUSTOM ITEM must be returned to the COMPANY before the production of the CUSTOM ITEM is scheduled.
- \* After the advance payment and the signature of the design drawing/proposal, the purchase order and the designed cannot be changed, modified, or canceled.
- \* A CUSTOM ITEM cannot be returned to Pine. No refund shall be provided for a CUSTOM ITEM. modified, or canceled.
- \* A CUSTOM ITEM cannot be returned to the COMPANY. No refund shall be provided for a CUSTOM ITEM.

### **EXPORT ORDERS**

Any purchase order from France unless stated otherwise and shall be subject to the following terms and conditions:

- \* SHIPPING TERMS: EXW Lyon, France (Incoterm® 2020)
- \* FREIGHT FORWARDER: DHL (unless otherwise specified)
- \* COUNTRY OF ORIGIN: United States of America (unless stated otherwise)
- \* When applicable, all duties, fees, taxes, etc. are for the customer's account
- \* Some MANUFACTURERS need to comply with the US Export Laws, and therefore the ultimate end user of the equipment must complete and sign an End User Certificate (EUC). Please contact us to obtain the necessary EUC form.

### **LANGUAGE**

All purchase orders sent to the COMPANY should be in French or in English.  
All product documentation provided by the COMPANY are in French or in English.

### **PAYMENT**

All prices and payments are in Euro. Payment should be made by wire transfer to the COMPANY.

The wire transfer details are provided below:

Bank Name: xxx

Account Name: xxx

Account No: xxx

IBAN: xxx

BIC: xxx

### **REFUND POLICY**

The COMPANY may assist the Customer during the process of returning a WARRANTED INSTRUMENT to the MANUFACTURER. the COMPANY will not refund any item unless it was approved by the MANUFACTURER.

An ELECTRONIC INSTRUMENT may be returned to the MANUFACTURER within thirty (30) days from the original invoice date for a refund. An unused ELECTRODE (including shafts, tips, disk and cylinder inserts), may be returned within thirty (30) days from the original invoice date, but any refund is subject to satisfactory inspection and approval by the MANUFACTURER of the returned ELECTRODE. The MANUFACTURER will not approve a refund for any time if it shows signs of use or damage by the CUSTOMER. The MANUFACTURER will not approve a refund for CELLS and other ACCESSORIES. You must inform the COMPANY of any order discrepancy within seven (7) days from the invoice date so that the MANUFACTURER can investigate and resolve the situation accordingly.

### **RETURN MATERIAL AUTHORIZATION (RMA)**

An RMA form is required for all returns. You must obtain an RMA form by contacting the COMPANY before you return any products. No refund will be paid for items returned without an RMA form issued by the COMPANY.

### **RETURN SHIPPING EXPENSES**

The Customer is responsible for all shipping expenses associated with the return of a products. If the PRODUCTS are being returned directly to the MANUFACTURER, then the Customer is responsible for all taxes, duties and fees associated with the return of a products.

### **REFUND AMOUNT**

Refunds for returned items will be for the invoice amount less a 15% restocking fee. The restocking fee applies to all items which are returned for refund. Once a refund is approved by the MANUFACTURER, the COMPANY will not refund any shipping costs in either direction (CUSTOMER to MANUFACTURER or MANUFACTURER to CUSTOMER).