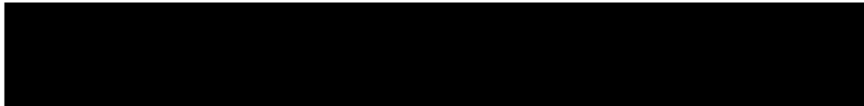


PURCHASE AGREEMENT

pursuant to § 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**CC**")



concluded between the contracting parties, which are:

Buyer

Title: **Masaryk University**
Headquarters: **Žerotínovo náměstí 617/9, 601 77 Brno,**
Faculty of Medicine
at the address: **Kamenice 753/5, 625 00 Brno-Bohunice**
ID: **00216224**
VAT: **CZ00216224**
Represented by: **prof. MUDr. Martin Repko, Ph.D., Dean of the Faculty of Medicine MU**
Contact person: 

(hereinafter also referred to as "**Buyer**")

Seller

Company name/name: **Multi Channel Systems GmbH**
Headquarters: **Aspenhastrasse 21, 72770 Reutlingen, Germany**
ID: **129554**
TIN: **DE 812498960**
Represented by: **Felix Karcher**
Entry in the Commercial Register: **HRB 382616**
Bank connection: 
Correspondence address: **Aspenhastrasse 21, 72770 Reutlingen, Germany**
Contact person: 

(hereinafter also referred to as the "**Seller**"; the Seller together with the Buyer referred to as the "**Parties**")

The Purchaser, as the contracting authority for the public contract entitled **Multielectrode system** awarded by in accordance with the tender procedure provided for in the Act No. 134/2016 Coll., on public procurement, as amended, has decided to select the Seller to execute this public contract.

The parties hereto enter into this Purchase Agreement (the "**Agreement**") on the day, month and year set forth below.

The Buyer is the recipient of a subsidy for the subject of the Contract, namely from Operational Programme Jan Amos Komenský under the project MUNI4PhD, reg. no. reg.no. CZ.02.01.01/00/22_012/0008113(hereinafter referred to as "**the Project**").

The Parties acknowledge that any, even partial, non-performance of the obligations under the Contract, whether on the part of the Buyer or the Seller, may jeopardize the use of the subsidy, or may lead to the imposition of sanctions on the Buyer by the authorities authorized to carry out control of the Project. The damage that may be incurred by the Buyer by the failure of the Parties to fulfil their obligations under the Contract may even exceed the purchase price.

I. Subject of the Contract

- I. 1) The Seller undertakes to hand over to the Buyer the items that are the subject of the purchase and to allow the Buyer to acquire the ownership of these items and to fulfil other related obligations specified in the Contract. The Buyer agrees to accept the items and pay the Seller the purchase price.
- I. 2) The quantity, quality and workmanship as well as other characteristics of the items are agreed in Annex 1 and Annex 2 to the Contract.
- I. 3) The Seller declares that:
 - I. 3) a) is or will be the exclusive owner of the goods before handing them over to the Buyer,
 - I. 3) b) items are new, i.e. not previously used,
 - I. 3) c) the goods conform to the Contract; i.e., in particular, that they have the characteristics agreed by the Parties and, in the absence of agreement, those characteristics described by the Seller or the manufacturer or expected by the Buyer in view of the nature of the goods and on the basis of the advertising carried out by them, or the usual characteristics, that they are fit for the purpose stated by the Parties or for which goods of this kind are usually purchased, that they comply with the requirements of the law and that they are free from any defects, including legal ones.
 - I. 3) d) ensure the legal employment of persons in the performance of the Contract and ensure an adequate level of occupational safety and fair and dignified working conditions for workers involved in the performance of the Contract. An adequate level of occupational safety and fair and dignified working conditions means working conditions that meet at least the minimum standards set by labour and wage legislation. The Buyer shall be entitled to request the production of documents from which these obligations arise and the Seller shall be obliged to provide them to the Buyer without undue delay. The Seller shall ensure that its subcontractors also comply with the requirements of this provision of the Contract. Failure of the Seller to comply with its obligations under this provision of the Contract shall be deemed a material breach of the Contract .
 - I. 3) e) ensure the proper and timely performance of financial obligations to its subcontractors, where proper and timely performance is considered to be full payment of invoices issued by the subcontractor for the performance provided to the Seller to perform the obligations arising from the Contract, and always no later than 10 days after receipt of payment by the Buyer for a specific performance (unless the maturity of the invoice issued by the subcontractor has not occurred earlier). The Seller undertakes to pass on the identical obligation to other levels of the supply chain and to oblige its subcontractors to fulfil and extend this obligation also to lower levels of the supply chain. The Buyer shall be entitled to request the production of evidence of payments made to subcontractors and of the contract concluded between the Seller and the subcontractors, and the Seller shall provide it without delay. Failure of the Seller to comply with its obligations under this provision of the Contract shall be deemed a material breach of the Contract.
 - I. 3) f) in connection with the performance of the Contract, it shall endeavour to minimise its environmental impact, respect sustainability or circular economy opportunities and, where possible and appropriate, implement new or significantly improved products, services or processes; it shall require this commitment from its subcontractors.
- I. 4) The subject matter of the Contract also includes the free performance of preventive inspections, checks, including safety inspections, revisions, validation and calibration and preventive maintenance work prescribed by the manufacturer of the item or by law of the

Czech Republic (if the manufacturer of the item or the legislation of the Czech Republic requires them or the Seller makes them a condition for the validity of the warranty).

II. Conditions of performance of the subject of the Contract

II. 1) The Seller's obligation to hand over the items includes i:

- II. 1) a) transporting the items to the drop-off location,
- II. 1) b) the handing over of documents necessary for the use of the goods, in particular instructions for use in Czech or English and, where applicable, otherwise relating to the goods; and
- II. 1) c) delivery of the delivery note to the Buyer,
- II. 1) d) assembly and installation of things,
- II. 1) e) removal and disposal of all packaging and other materials used in the performance of the delivery under this contract in accordance with the provisions of Act No. 541/2020 Coll., on Waste, as amended,
- II. 1) f) Demonstration of functionality and mutual compatibility of the items, including user briefing of the Buyer's authorized personnel (expected number of persons: 4 persons) in the scope of at least 4 hours (may be divided into several cycles with a smaller number of users according to the Buyer's needs and the Buyer's space possibilities); the user briefing must be carried out in Czech, Slovak or English by a person with appropriate expertise and will include in particular the operation of the goods, user maintenance and solving/removing basic problems, explanation of the functionalities of the software. The above requirements take into account the professional complexity of the operation of the subject of performance and the number of persons providing it on the Buyer's side.

II. 2) Time, place and manner of handing over the goods by the Seller

- II. 2) a) The Seller shall hand over the items to the Buyer
 - 1. no later than **8 weeks** from the date of conclusion of the Contract,
 - 2. at Kamenice 753/5, Brno, 625 00 in [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED], namely
 - 3. at one time, unless otherwise agreed between the Seller and the Buyer.
- II. 2) b) The Seller is obliged to inform the Buyer's contact person in writing of the exact date on which the items will be handed over, at least 2 working days before handing them over, unless otherwise agreed between the Seller and the Buyer. If the Seller fails to comply with this obligation, the Buyer is entitled to refuse to hand over the items.
- II. 2) c) If the last day of the deadline for handing in the items falls on a Saturday, Sunday or public holiday, the last day of the deadline shall be the next working day. Unless otherwise agreed between the Seller and the Buyer, the handover shall take place between 10:00 and 15:00.

II. 3) Acceptance of goods by the Buyer

- II. 3) a) Acceptance of the goods will be confirmed by the Buyer on the delivery note, which will also serve as a handover protocol for the purposes of this Agreement.
- II. 3) b) The handover report (delivery note) must include:
 - 1. Name and registered office of the Seller and the Buyer;
 - 2. Identification of the purchase contract;

3. Identification of the items delivered, including the serial number;
 4. The date of signing the handover protocol, which is the date of the taxable supply;
 5. The condition of the items at the time of their handover and acceptance;
 6. List of documents and documentation submitted;
 7. A list of the Buyer's users technically and application familiar with the operation of the items; where applicable, the Seller's commitment to conduct user instruction of the Buyer's authorized personnel pursuant to clause II. 1) f) of this Agreement at a later date agreed with the Buyer. Postponement of the user briefing with the Buyer's consent shall not preclude the right to payment of the purchase price.
 8. Verification that it has been fulfilled properly.
- II. 3) c) Upon acceptance of the goods, the ownership right to the goods, as well as the risk of damage to the goods, passes to the Buyer.

II. 4) Inspection of apparent defects in the goods by the Buyer

- II. 4) a) After taking over the goods, the Buyer shall inspect the goods for obvious defects, especially as regards their design and quantity. The Buyer shall not inspect the goods for any apparent defects upon handover; however, if the Buyer discovers, before taking over the goods from the Seller, that the goods suffer from any defects, the Buyer shall be entitled to refuse handover of the goods outright.
- II. 4) b) If the Buyer discovers that the goods are defective or that the Seller has not handed over even a single item, the Buyer shall notify the Seller within 5 working days from the date of receipt of the goods. The Buyer shall then proceed either according to clause II. 4) c) or II. 4) d) of the Contract.
- II. 4) c) **The Buyer does not consider the obligation to hand over the items to be fulfilled**
1. The Buyer shall notify the Seller that his obligation to hand over the goods, even if for isolated minor defects that would not prevent the proper use of the goods, alone or in combination with others, has not been fulfilled. The goods shall be regarded as if they had neither been handed over by the Seller nor accepted by the Buyer. If the time limit for handing over the goods has already expired, the Seller shall be in default in handing over the goods with all the consequences thereof.
 2. The Seller is obliged to take back the surrendered items from the Buyer at his expense, unless otherwise agreed between the Seller and the Buyer.
- II. 4) d) **The Buyer considers the obligation to hand over the goods to be fulfilled with defects without consequence of delay**
1. The Buyer shall notify the Seller that he has fulfilled the obligation to hand over the defective items. The Parties expressly confirm that the Seller cannot be in default in this case.
 2. The Seller shall issue a corrected delivery note to the extent of the accepted faultless items, or items in relation to which the Buyer has exercised the right to a discount on the purchase price.
 3. Missing items and items whose defects have been rectified will be re-delivered and accepted with a separate delivery note.
 4. In dealing with rights arising from defective performance, the Parties shall proceed in accordance with the provisions on claims for defects in warranty. The Seller undertakes to satisfy the rights arising from such notified defects in accordance with the Buyer's

asserted right without delay, but no later than 10 days from the date of their notification, unless otherwise agreed between the Seller and the Buyer.

- II. 4) e) Failure to notify defects in the goods pursuant to paragraph II. 4) of the Contract does not preclude the exercise of rights from defective performance due to such defects within the warranty period.

II. 5) Fulfillment of the Seller's obligations by other things

- II. 5) a) The Seller and the Buyer are entitled, in particular in cases where the item has ceased to be manufactured, sold or is otherwise unavailable, or has been replaced by a newer model, to propose that the Seller surrender and the Buyer take over another item as a replacement for the item originally listed in Annex 1 to the Contract, subject to the following conditions:
 - 1. the other item will also meet all the Buyer's requirements for quality, workmanship, as well as other characteristics set out in the Contract for the original item,
 - 2. there is no increase in the purchase price and
 - 3. the other Contracting Party agrees to the replacement of the originally listed item with another item.
- II. 5) b) The handing over and acceptance of another item within the meaning of paragraph II.5) a) of the Contract shall be suitably recorded in writing by the Parties.

III. Purchase price and payment terms

- III. 1) The purchase price for fulfilling the Seller's obligations under the Contract is:

82.045 EUR

excluding value added tax (*hereinafter referred to as "VAT"*).

The Seller is entitled to add VAT to the purchase price in the amount determined in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, (*hereinafter referred to as "VAT Act"*), as of the date of the taxable transaction (*hereinafter referred to as "TAT"*).

- III. 2) The purchase price is the maximum allowable price. The Seller declares that the Purchase Price includes its entire necessary costs of supplies and services required for the proper and timely performance of the subject matter of the Contract, including all related costs, taking into account all risks and influences that may be contemplated during the performance of the Contract. The Seller further declares that the Purchase Price is also determined taking into account the development of prices in the industry, including the development of the exchange rate of the Czech currency against foreign currencies until the fulfilment of the obligations under this Contract.

- III. 3) The Seller assumes the risk of change of circumstances.

III. 4) Right to payment of the purchase price

- III. 4) a) The right to payment of the purchase price arises upon acceptance of the goods by the Buyer.
- III. 4) b) The right to payment of the purchase price of missing items and items whose defects have been removed arises upon their acceptance by the Buyer within the meaning of paragraph II. 4) d) 3. of the Contract. The right to payment of the purchase price of the items for which a discount on the purchase price has been applied shall arise on the date of agreement of the Parties on the amount of the discount.

III. 5) **Payment of the purchase price**

- III. 5) a) The buyer does not provide any deposits.
- III. 5) b) The purchase price will be paid on the basis of a duly issued tax document (*hereinafter referred to as the "Invoice"*). If both the Buyer's investment and non-investment funds are to be used to pay the Purchase Price, separate Invoices will be issued for them. The Buyer shall give binding instructions to the Seller on the method of invoicing in good time prior to acceptance of the items.
- III. 5) c) In the case of defective or missing items within the meaning of paragraph II.4) d) of the Contract,
 - 1. the Seller shall issue a corrective tax document to the original Invoice, if it was for the full purchase price, and deliver it to the Buyer, while
 - 2. The invoice for the missing items and items whose defects have been removed will be delivered to the Buyer upon receipt.
- III. 5) d) The invoice is due 30 days from the date of its delivery to the Buyer.
- III. 5) e) The purchase price will be paid by the Buyer by wire transfer to the Seller's bank account specified in the header of the Contract. If the Seller specifies a different bank account on the Invoice, it shall be deemed to request payment to the bank account specified on the Invoice. The Buyer's monetary obligation shall be deemed fulfilled on the date on which the amount due is debited from the Buyer's bank account to the Seller's bank account.

III. 6) **Particulars of the Invoice**

The invoice shall comply with all legal and contractual requirements, in particular

- 1. the requirements of a tax document pursuant to § 26 et seq. of the ITA,
- 2. the requirements of an accounting document set out in Act 563/1991 Coll., on Accounting, as amended,
- 3. the name and registration number of the Project, i.e. MUNI4PhD, reg.no. CZ.02.01.01/00/22_012/0008113,
- 4. information on the due date,
- 5. the Seller's bank details,
- 6. the delivery note confirmed by the Buyer shall be attached to the Invoice.

The Buyer reserves the right to return the Invoice to the Seller without payment if it does not meet the required requirements. In this case, the due date of the Invoice will be interrupted and a new 30-day due date will begin upon receipt of the corrected Invoice. In this case, the Buyer shall not be in default in the payment of the relevant amount for which the Invoice relates.

- III. 7) In the event that the Invoice does not contain the prescribed elements and this fact is discovered only by the competent tax administrator or other authority authorized to carry out an inspection of the Seller or the Buyer, the Seller shall bear all consequences arising from this.
- III. 8) In the event that
 - 1. the payment of the purchase price is to be made in whole or in part by wire transfer to an account held by a payment service provider outside the country within the meaning of Section 109(2)(b) of the VAT Act, or that
 - 2. the Seller's bank account number specified in the Contract or on the Invoice will not be

published in a manner allowing remote access within the meaning of Section 109(2)(c) of the VAT Act,

the Buyer is entitled to pay to the Seller only that part of the monetary obligation resulting from the Invoice which corresponds to the amount of the VAT base, and the remaining part to be paid directly to the tax administrator in accordance with Section 109a of the VAT Act. If the Seller becomes an unreliable taxpayer within the meaning of § 106a of the VAT Act, this provision shall apply mutatis mutandis.

IV. Defective performance rights; quality guarantee; after-sales service

IV. 1) Things are defective if they do not conform to the Contract. The parties agree that the goods shall conform to the Contract and that the rights arising from defective performance may be exercised even after the agreed warranty period. The Parties expressly agree that any defects in the Goods may be claimed during the warranty period, including, but not limited to, any defects which have arisen before or after the Buyer's acceptance of the Goods or when the Buyer should or could have discovered them, even in the case of obvious defects.

IV. 2) Quality guarantee

IV. 2) a) The warranty period is **24 months**; if a longer warranty period is stated for the goods or parts thereof in the warranty certificate or other warranty declaration, this longer warranty period shall apply. The seller shall have obligations for defective performance at least to the extent that the obligations for defective performance of the manufacturer of the goods continue.

IV. 2) b) The warranty period of the goods starts from the date of their acceptance by the Buyer; for missing goods and goods whose defects have been removed, the warranty period starts from the date of their acceptance by the Buyer within the meaning of paragraph II. 4) d) point 3 of the Contract.

IV. 2) c) If the items do not conform to the Contract, the Buyer is entitled in particular to

1. removal of the defect by delivery of a new item without defects, unless this is unreasonable due to the nature of the defect; if the defect concerns only a part of the item, the Buyer may only require replacement of the part,
2. removal of the defect by repairing the item, if the defect can be removed by repair,
3. remedy the defect by supplying the missing item or part thereof,
4. a reasonable discount on the purchase price,
5. withdrawal from the Contract.

The Buyer is entitled to choose and exercise any of these rights at his/her discretion or to choose and exercise a combination of these rights.

IV. 3) Complaints about defects in goods under warranty

IV. 3) a) The Buyer shall exercise the rights from the defective performance within the warranty period by notifying the Seller (*hereinafter referred to as "**Complaint**"*), at any time after the defect is detected. Even a Complaint sent by the Buyer on the last day of the warranty period shall be deemed to have been timely filed.

IV. 3) b) Exercise of the rights from defective performance by the Buyer, as well as the performance of the corresponding obligations of the Seller is not conditional or otherwise connected with the provision of any additional payment by the Buyer to the Seller or any other person.

- IV. 3) c) The buyer is also entitled to compensation for the costs reasonably incurred in exercising the rights arising from the defective performance.
- IV. 3) d) The Seller undertakes to fully satisfy the Buyer's rights from defective performance without delay, but no later than 30 days from the date of receipt of the Complaint, unless otherwise agreed between the Seller and the Buyer.
- IV. 4) The Seller undertakes to provide the Buyer with all necessary assistance in the removal of defects. Unless otherwise agreed between the Seller and the Buyer, the Seller shall in particular:
 - IV. 4) a) to take over the item, the defect of which is to be removed by repair, for repair at the place where it was handed over to the Buyer, and to hand over the repaired item to the Buyer again at that place after the repair has been carried out; and
 - IV. 4) b) in case of removal of the defect by delivery of a new item, deliver the new item to the same address where the replaced item was delivered to the Buyer;
 - IV. 4) c) to commence the service repair at the place of performance **within 2 working days** of receipt of the Complaint.

Acceptance of the item for removal of defects and subsequent handover of the item after removal of defects will always take place on working days between 10:00 and 15:00, unless otherwise agreed between the Seller and the Buyer.

IV. 5) **Building the warranty period**

The warranty period does not run from the time of the Complaint until the date of removal of the defect or until the date of payment of a reasonable discount on the purchase price.

IV. 6) **After Warranty Service**

- IV. 6) a) The Seller is obliged to provide, for the entire lifetime of the goods, but at least for 5 years from the date of expiry of the last day of the warranty period, at the Buyer's request, for a fee customary in the place and time, after-warranty service, including preventive inspections, within the time limits set for the elimination of defects in the goods during the warranty period. The Buyer shall bear the costs of the post-warranty service.
- IV. 6) b) The provision of after-warranty service by the Seller is not agreed as exclusive. The Buyer reserves the right to secure after-sales service from third parties without any penalty from the Seller.
- IV. 6) c) If the software is included in the delivery, the Seller guarantees the functionality of the software and the system as a whole (preservation of its features and stability) within the warranty period and in the framework of post-warranty service at least for the lifetime of the device, i.e. at least for the period specified in paragraph IV.6) a) of the Contract, from the date of expiry of the last day of the warranty period. This guarantee is not subject to circumstances beyond the Seller's control in the future - in particular changes in the user's data infrastructure or changes in third-party conditions. However, the guarantee always applies to the functionality of the software running on the software used by the Buyer and to the functionality of the software in conjunction with updated versions of commonly used software systems that are essential for the proper use of the software. This guarantee also applies to any newer versions of said systems if their supplier(s) discontinues user support
- IV. 6) d) The Seller guarantees the availability of spare parts within 30 days from the date of receipt of the Buyer's request for all parts for a minimum of 5 years from the last day of the warranty period.

V. **Contractual penalties and damages**

- V. 1) In the event of the Seller's delay in relation to the deadline for handing over the goods pursuant to clause II.2) a) point 1 of the Contract, the Seller undertakes to pay the Buyer a contractual penalty of 0.1% of the purchase price excluding VAT for each day of delay, but not more than 5% of the purchase price excluding VAT.
- V. 2) In the event of the Seller's delay in relation to the deadline according to paragraph II.4) d) point 4. of the Contract, the Seller undertakes to pay the Buyer a contractual penalty of 0.05% of the purchase price excluding VAT for each defect or missing item in relation to which it is in delay, but in total for all such cases not more than 5% of the purchase price excluding VAT.
- V. 3) In the event of failure to meet the deadline for satisfaction of the Buyer's rights from defective performance within the warranty period according to paragraph IV. 3) d) of the Contract, the Seller undertakes to pay the Buyer for each day of delay a contractual penalty of 0.05% of the purchase price excluding VAT, for each defect in relation to which it is in delay with the satisfaction of these rights, but in total for all such cases no more than 5% of the purchase price excluding VAT.
- V. 4) In the event of a breach of the obligation to ensure legal employment, an adequate level of occupational safety and fair and dignified working conditions under paragraph I. 3) d) of the Contract, the Seller undertakes to pay the Buyer a contractual penalty of CZK 10,000 for each breach.
- V. 5) In case of violation of the obligation of proper and timely fulfillment of financial obligations to subcontractors of the Seller or failure to transfer this obligation by the Seller to the lower levels of the supply chain according to paragraph I. 3) e) of the Contract, the Seller undertakes to pay the Buyer a contractual penalty of CZK 5,000 for each violation.
- V. 6) Contractual penalties shall become payable on the day following the day on which the right to them arose. The Buyer reserves the right to set off the contractual penalties against the Seller's claims against the Buyer.
- V. 7) The payment of the contractual penalty shall not affect the Buyer's right to compensation for damages caused by the breach of the Seller's obligation to which the contractual penalty relates. This also applies if the contractual penalty is reduced by a court decision.
- V. 8) In the event of failure to meet the deadline for service after-warranty repair according to paragraph IV. 6) a) of the Contract or failure to deliver spare parts according to paragraph IV. 6) b) of the Contract, the Seller undertakes to pay the Buyer a contractual penalty of 0.05% of the purchase price excluding VAT for each defect or missing spare part in relation to which it is in delay in satisfying these rights. If the Seller fails to carry out post-warranty repairs or provide spare parts within 90 days from the date of receipt of the Buyer's notice, the Seller shall be deemed to have breached its contractual obligation in a material manner.
- V. 9) The Seller shall not be obliged to pay the Buyer a contractual penalty for delay in the performance of the obligations secured by the contractual penalty, for the duration of extraordinary unforeseeable and insurmountable obstacles arising independently of the Seller's will within the meaning of § 2913 (2) CC (hereinafter referred to as "**Force Majeure**"). The Seller shall inform the Buyer of the occurrence of Force Majeure without delay. The existence of Force Majeure shall be proved by the Seller and confirmed by the Buyer. Without the Buyer's confirmation, Force Majeure cannot be invoked.
- V. 10) The Seller acknowledges that a breach of the Seller's obligations under this Contract shall also be deemed to be a breach of the Seller's obligations under this Contract, including the provision of false information, documents or statements (e.g. regarding conflicts of interest or EU sanctions) in the Seller's offer and such breach of obligations may result in the Buyer withdrawing from the Contract, the imposition of sanctions by public authorities, or other damages to the Buyer that may exceed the purchase price.

VI. Final provisions

VI. 1) Conclusion, publication and effectiveness of the Contract

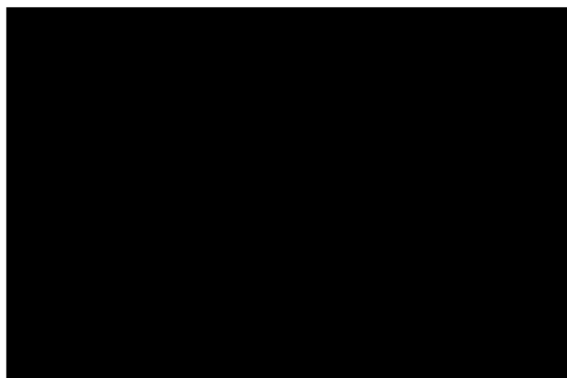
- VI. 1) a) The contract may be concluded only in writing and may be amended or supplemented only by written continuously numbered amendments. The Contract shall be concluded on the date of the last signature of the representatives of the Parties.
- VI. 1) b) The Seller undertakes to keep a copy of the Contract in the version in which it was concluded, including any amendments.
- VI. 1) c) The Agreement shall enter into force on the date of its publication in the Register of Contracts.
- VI. 1) d) The parties agree that the contract shall be published in the Register of Contracts by the Buyer. The Buyer reserves the right not to publish the parts of the Contract which it considers to be trade secrets. If the Seller considers any parts of the contract to be its trade secrets, it shall inform the Buyer's contact person in writing no later than the date of signing the contract.
- VI. 2) The Parties consider the provisions that are quoted or to which is added "unless otherwise agreed between the Seller and the Buyer" as provisions of an orderly nature, where it is in the interest of both Parties to be able to react flexibly to the course and conditions of performance of the obligations under the Contract. Such agreements shall not otherwise be considered by the Parties as amendments to the Contract and may be made orally, it being understood that the persons authorised to make such agreements on behalf of the Parties are also their contact persons.
- VI. 3) Unless otherwise agreed in the Contract, the rights and obligations not regulated or expressly excluded by the Contract shall be governed by the relevant provisions of the Civil Code and other legal regulations in force on the date of conclusion of the Contract.
- VI. 4) If any provision of the Contract becomes invalid or ineffective, this shall not affect the other provisions of the Contract, which shall remain valid and effective. In such a case, the Parties undertake by agreement to replace the invalid or ineffective provision with a valid and effective provision that best corresponds to the originally intended purpose of the invalid or ineffective provision.
- VI. 5) The Seller is not entitled to transfer its rights and obligations under the Contract to a third party; § 1879 CC does not apply. The Buyer is entitled to transfer its rights and obligations under the Contract to a third party.

VI. 6) Other obligations of the Seller in connection with the Project

Under the terms of the Contract, the Seller undertakes, in accordance with the Buyer's instructions and with all due care, to:

1. archive for at least 10 years from the date of conclusion of the Contract or until 31 December 2035 (whichever is later) all documents drawn up in connection with the performance of the Contract and at any time during this period to allow the Buyer, state administration authorities, European Union authorities and other authorized institutions access to them and to provide the necessary cooperation in carrying out inspections; after this period the Buyer is entitled to take over these documents from the Seller free of charge;
2. as a person obliged under Section 2(e) of Act No. 320/2001 Coll., on financial control in public administration, as amended, to cooperate in the performance of financial control; the Seller is similarly obliged to oblige its subcontractors.

- VI. 7) The Parties undertake to resolve any disagreements by agreement. Only if no agreement can be reached between them, the matter shall be resolved in a court of competent jurisdiction pursuant to Act No. 99/1963 Coll., Civil Procedure Code, as amended, namely in the court of competent jurisdiction in whose district the Buyer has its registered office.
- VI. 8) Annex 1 - Technical Specification of Items and Annex 2 - Itemized Budget are an integral part of this contract. If the Annexes are not firmly bound to a copy of this Contract or part of a single document authenticated by electronic signature, the contents of the Annexes shall be deemed to be identical to the contents of the tender submitted by the Seller for the procurement procedure referred to in the preamble to this Contract.
- VI. 9) The Parties confirm that they have read the Agreement before signing it and agree with its contents. They affix their electronic signatures in proof thereof.



Annex No. 1 - Technical specification of the item

The technical specification of the item follows this sheet.

MEA2100-Mini-System

Technical Specifications

General Characteristics

Operating temperature

10 °C to 50 °C

Storage temperature

0 °C to 50 °C

Suitable for Incubator

Humidity: 10 % to 95 %, non-condensing

Headstage

MEA2100-Mini, up to 8 headstages can be connected

Dimensions (W x D x H)

186 mm x 80 mm x 12 mm

Weight with cable

485 g

Cable length

3 m

Type of headstage

MEA2100-Mini-HS60 for 60-electrode MEAs
MEA2100-Mini-HS120 for 120-electrode MEAs

Power consumption

1.5 W

Integrated Amplifier

Number of analog recording channels

60 or 120

Data resolution

24 bit

Signal input voltage range

± 70 mV

Bandwidth

DC to 10 kHz, software controlled

Sampling frequency per channel

up to 50 kHz, software controlled

Input impedance

450 M Ω || 10 pF

Input noise

Typical 0.7 μ V_{RMS} (1 Hz to 3.5 kHz, inputs connected to ground)

Integrated Stimulus Generator

Output current

± 1 mA @ ± 16 V compliance voltage

Output voltage

± 10 V @ ± 20 mA max. compliance current

Number of stimulation patterns

2 independent stimulation patterns

Stimulation pattern

Almost arbitrary pattern

Resolution

16 bit

Time resolution

20 μ s

Signal Collector Unit SCU

up to 2 Signal Collector Units can be connected

Dimension (W x D x H)

250 mm x 83 mm x 25 mm

Weight

300 g

4 Inputs for headstages (HS1 to HS 4)

Lemo connector, EPG.0B.307.HLN

1 Connector with 4 analog outputs for LED driver

Lemo connector, EPG.0B.304.HLN

Voltage output of each analog output

0 - 5 V

Signal Collector Unit to Interface Board connector

External power over iX industrial cable, Type B

August 2021

ME2100-Mini-System

Technical Specifications

Interface Board IFB-C Multiboot

Dimensions (W x D x H)

Weight

Front Panel

2 Sync OUT and Sync IN

1 8-Channel Analog In

2 Analog Inputs

Signal input range for analog channels

Gain for analog channels

2 LEDs

4 Digital Inputs

4 Digital Outputs

1 Ground

Rear Panel

On / Off

Power supply

Ground

1 16 Bit Digital In / Out

2 Auxiliary channels (Not in use!)

2 Audio output

1 Digital signal processor DSP port (Not in use!)

2 Connectors for signal collector units SCU

2 USB ports

Power Supply Unit (MPU 30)

Voltage range

Output voltage

Frequency

Max. power

Mark of conformity

European standard

Software

Operating system

Microsoft Windows ®

Multi Channel Experimenter

Multi Channel Analyzer

Multi Channel DataManager

250 mm x 83 mm x 25 mm

300 mg

Connectors for IFB-C connection in a chain

Lemo connector, EPL 00250 NTN

10-pin connector DIL10Header-100mil

Lemo connector, EPL 00250 NTN

± 10 V voltage input range @ 24 bit ADC

2

LEDs for link status 1 and 2

Lemo connector, EPL 00250 NTN

Lemo connector, EPL 00250 NTN

Common jack 4 mm, banana plug

I/O switch

MPU 30, PWR DC 0.85 x 2.75 mm

Common jack 4 mm, banana plug

68-pin Honda-PCS-XE68LFD

Lemo connector, EPL 00250 NTN

Standard stereo jack 3.5 mm

14-pin connector DIL14Header-100mil-anged

External power over iX industrial standard cable, type B

USB-C A and USB-C B

100 - 240 VAC

24 VDC

50 - 60 Hz

60 W

CE

EN61010-1

Windows 10, 8.1 (32 or 64 bit),

English and German version supported

Version 2.17.6 and higher

Version 2.17.6 and higher

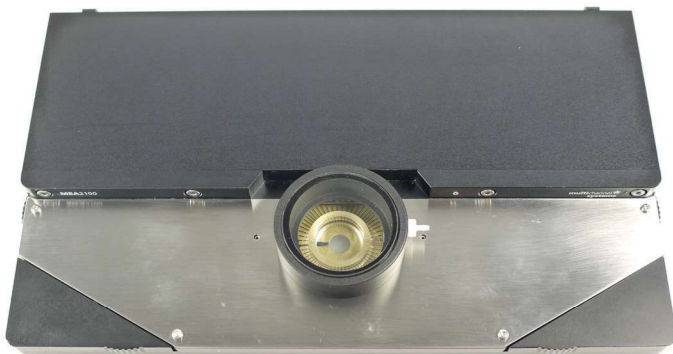
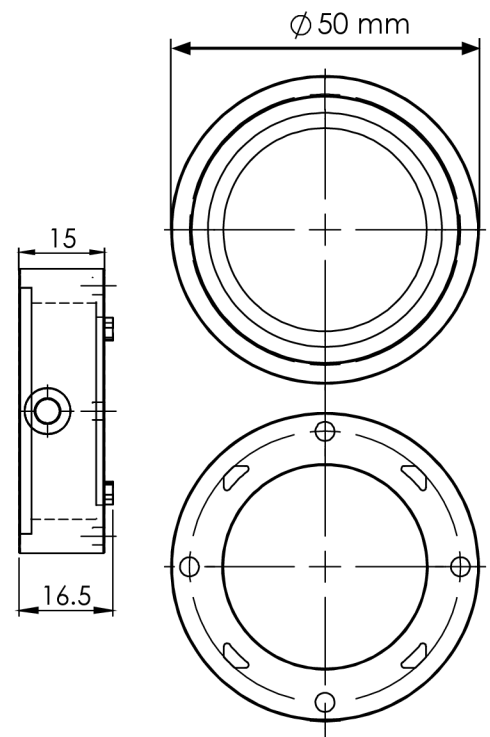
Version 1.13.3 and higher

MEA2100-CO₂-C

Climate Chamber for MEA2100-Systems



Climate chamber MEA2100-CO₂-C covering the MEA to create a 5 % CO₂ atmosphere (humid or non humid) around the biological probe.



The distance between the surface of the MEA inside the amplifier and the upper surface of the glass cover is 23.5 mm.

Installation

Connect the climate chamber MEA2100-CO₂-C via magnetic force on the lid of the MEA2100 headstage. If your MEA2100 headstage is not equipped with a metal plate, please contact sales@multichannelsystems.com. Connect a tube (Teflon if available, otherwise PVC) with an inner diameter of ± 2.3 mm to the tube connector.

For more information, please read the MEA-Application Note "Neuronal Cell Culture-Cultivation, Recording and Data Analysis", available on multichannelsystems.com

Peristaltic Perfusion System PPS2

Peristaltic Perfusion System with two Peristaltic Pumps and Software Control



Technical Specification

Operating temperature	10 °C to 40 °C
Storage temperature	10 °C to 50 °C
Dimensions (H x W x D)	235 x 160 x 110 mm
Weight	3600 g
Number of perfusion pump inlets	1
Perfusion pump outlet	1
Maximum perfusion rate inlets	30 ml per minute
Maximum perfusion rate outlet	30 ml per minute
Bubble detector	optical fluid flow control

Analog and Digital Input

Maximal voltage of the digital input	+ 5.5 V
Maximal voltage of the analog input	+ 10.3 V
Maximal load current (+ 3.3 V output)	100 mA

Power supply

Voltage range @ frequency	Type (SPU 63 - 108) 100 to 240 VAC @ 47 to 63 Hz
Power consumption	10 W

Software Control

Computer connection	USB 2.0 High Speed (type A - B)
Operating system	Microsoft Windows ® 7, Vista or XP with NTFS English and German version



Temperature Controller TC01 and TC02

1-Channel Temperature Controller TC01
2-Channel Temperature Controller TC02

Advantages

- Temperature controller for biological samples.
- PI based technology.
- Setpoint temperature reached fast within 30 seconds to 5 minutes.



Technical Specifications

Operating temperature	10 °C to 40 °C
Storage temperature	0 °C to 50 °C
Weight	1.5 kg
Dimensions (W x D x H)	170 mm x 224 mm x 66 mm
Supply voltage and current	24 V and 4 A
Desktop AC power adapter	85 VAC to 264 VAC @ 47 Hz to 63 Hz
Main fuse	800 mA slow blow
Sensor type	Pt100
Measuring method	four wire measuring bridge
Measuring temperature range	0 °C to 105 °C
Accuracy	0.1 °C
Resolution	0.01 °C
Number of output channels	1 (TC01) or 2 (TC02)
Output voltage	max. 24 V
Output current	max. 2.5 A per channel
Output power	max. 30 W per channel
Resistance range of heating element	5 to 100 Ω
Control range	Ambient temperature (min. 10 °C) to 105 °C
Control interface	USB 2.0

Magnetic Perfusion Holder MPH

Magnetic Perfusion Holder MPH for Perfusion Cannula



Fixation screw for

- fixing the perfusion cannula inside the ball
- connecting the perfusion system to the amplifier's ground
- a correct orientation of the cannula.

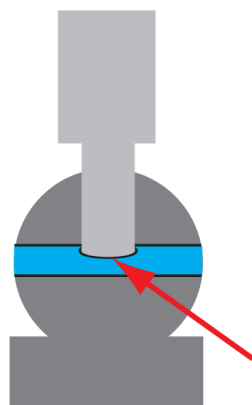
Ball with

- bore diameter for the perfusion cannula
- bore hole for the fixation screw.

Magnetic base

The strong magnetic base of the MPH will connect to any ferromagnetic surface. Steel plates are available for all amplifier types from Multi Channel Systems MCS GmbH. The ball has a bore hole for the fixation screw and a bore diameter with integrated isolation tube. Please push the perfusion cannula carefully through the tube.

Schematical View of the Magnetic Perfusion Holder



Fixation screw

Isolation tube
with open area
for the contact
between fixation
screw and cannula.

There is an open area in the isolation tube for the contact between cannula and fixation screw. If this contact is perfect, the MPH and the perfusion cannula are connected to the amplifier's ground.

Important: Please do not screw the fixation screw with too much force into the ball!
Otherwise you will damage the perfusion cannula.

Annex 2 - Itemised budget

The itemised budget follows this sheet.

Itemised budget

Item No.	Item	Number of pieces	Unit price without VAT	Total price for the required number of pieces without VAT
1a	MEA acquisition system including accessories Manufacturer: Multi Channel systems GmbH Model: MEA2100-Mini-60-System, MEA2100-Mini-HS60, MEA2100-CO2-C, Installation, Shipping	1		
1b	Software for electrophysiological data collection and analysis Manufacturer: Multi Channel systems GmbH Model: MC Suite (included in system Pos 1a)	1		
2a	Dual channel temperature controller Manufacturer: Multi Channel systems GmbH Model: TC02, Installation, Shipping	1		
2b	Software for dual channel temperature controller Manufacturer: Multi Channel systems GmbH Model: PPS software (included in system Pos 2a)	1		
3	Peristaltic perfusion system including accessories Manufacturer: Multi Channel systems GmbH Model: PPS2, PPS2-Set-F, MPH, Installation, Shipping	1		