### PURCHASE AGREEMENT

into which, on the date, month and year indicated below in accordance with the provisions of Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, have entered

CAIRN RESEARCH LTD

**as the Seller**

**and**



**Ústav molekulární genetiky AV ČR, v. v. i.**

**as the Buyer**

Contracting Parties:

Name (trade name): CAIRN RESEARCH LTD

ID No.: UK Company Registration Number 1881330

VAT No.: VAT GB 445 0398 49

Registered office/Place of business: SCHOOL FARM, GRAVENEY ROAD, FAVERSHAM, KENT ME13 8UP, UK

Represented by: xxx

Data Box ID: N/A - \*UK COMPANY

Bank: HANDELSBANKEN, CANTERBURY, KENT CT1 2BJ, UK

account number: IBAN: GB92HAND40516230619926 (€ account) SWIFT HANDGB22

(hereinafter the “**Seller**”)

and

Name (trade name): **Ústav molekulární genetiky AV ČR, v. v. i.**

ID No: 68378050

VAT No: CZ68378050

Registered office/Place of business: Vídeňská 1083, 142 20 Praha 4

Represented by: RNDr. Petr Dráber, DrSc., ředitel

Data Box ID: 5h4nxm4

Registered in the Registry of Public Research Institutions maintained by the Ministry of Education and Science

(hereinafter the “**Buyer**”)

(hereinafter collectively referred to as the “**Contracting Parties**”)

in accordance with the provisions of Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “**Civil Code**”), have agreed as follows in this

#### Purchase Agreement

**Preamble**

1. The Contracting Parties declare that they enter into this Agreement on the basis of the tender procedure for the above-limit public contract entitled “*Light-sheet microscope for imaging of large cleared samples”*, internal reference no. VZ 24/859 ÚMG (hereinafter the “**Public Contract**” or the “**Tender Procedure**”), in accordance with the public procurement rules.
2. The basis for the conclusion of this Agreement is the offer of the Seller submitted for an above-limit public contract in accordance with Act No. 134/2016 Coll., on public procurement, as amended (hereinafter the “**Public Procurement Act**”). The Contracting Parties agree that all the terms and conditions set out in the above-mentioned Public Contract are part of the contractual terms and conditions under this Agreement.
3. The purpose of this Agreement is to negotiate the mutual rights and obligations of the Contracting Parties so that the Public Contract can be executed properly and on time to the satisfaction of both Contracting Parties. The subject of the Agreement is the supply of one new, unrestored, unused and fully functional **light-sheet microscope system** designed and optimised for rapid volumetric imaging of intact cleared specimens (e.g., brain, lung) with sub-cellular resolution, including all components and accessories. The scope of performance with the technical parameters specified in Annex No. 1 to this Agreement shall also include licensing and provision of warranty service.
4. The Seller acknowledges that in view of the fact that the Buyer is a public research institution managing public funds, the Seller is a person obliged to cooperate in the performance of financial control within the meaning of Act No. 320/2001 Coll., on financial control in public administration and on amendments to certain acts, as amended (the Financial Control Act). In this sense, the Seller undertakes to provide the necessary cooperation within the scope of the aforementioned Act and to provide access to all documents related to the award and implementation of the subject of this Agreement, including documents subject to protection under special legislation. The Seller further acknowledges that it is obliged to contractually bind its subcontractors to a similar obligation. The obligation under this paragraph shall continue for a period of 10 years from the effective date of this Agreement.
5. The Seller further declares that it is aware of the obligations and consequences arising from Act No. 340/2015 Coll., on the Registry of Contracts, as amended, where the Buyer is a public research institution, and hereby expressly agrees to the publication of this Agreement in the Registry of Contracts, whereby for the purposes of publication of the Agreement, the Contracting Parties do not consider anything from the content of this Agreement or the metadata relating to it as excluded from publication. The Seller undertakes to demonstrate to the Buyer the legal reasons for any non-publication of any information in this Agreement no later than upon signing this Agreement.

1. The Seller declares that it is not a VAT payer in the Czech Republic.
2. The Contracting Parties declare that prior to the conclusion of this Agreement they have duly fulfilled all the material conditions for the valid conclusion of this Agreement arising from the applicable legal regulations as well as from their applicable internal regulations and further declare that the conclusion of this Agreement will not result in a breach of any of their legal or contractual obligations.

**Article 1**

**Subject matter of the Agreement, rights and obligations of the Contracting Parties, licensing arrangements**

1. The subject matter of this Agreement is the Seller’s obligation to supply and deliver to the Buyer one new, unrestored, unused and fully functional **light-sheet microscope system** designed and optimized for rapid volumetric imaging of intact cleared specimens (e.g., brain, lung) with subcellular resolution, including all components and accessories. The delivery shall include the acquisition software and image processing software, including licensing rights and warranty service (hereinafter the “**Subject of Performance**” or the “**Subject Matter**”). The Subject Performance shall include all documents necessary for the proper acceptance and use of the Subject of Performance, including operating and maintenance instructions in Czech or English.
2. The Subject of Performance is specified in more detail in paragraphs 1 to 13 of this Article of the Agreement and in Annex No. 1 to this Agreement – Table of Technical Parameters. The Subject of Performance is also the Buyer’s obligation to accept the Subject of Performance and to pay the Seller the purchase price specified in Article 2 of this Agreement.
3. The Seller declares that the delivered Subject of Performance has all the necessary functional and technical characteristics and is delivered with all necessary accessories, all of which are specified in more detail in Annex No. 1 to this Agreement – Table of Technical Parameters, which is an integral part of this Agreement. The Seller further declares that at the time of handing over the Subject Matter to the Buyer it is fully entitled to transfer the ownership of the Subject of Performance to the Buyer.
4. The Seller also declares that the Subject of Performance meets all requirements based on technical, safety, hygiene or environmental standards and legal regulations applicable in the Czech Republic, has the required attestations, certification for use in the Czech Republic and/or the EU (CE) or declaration of properties or declaration of conformity, if they are necessary for its use under the relevant legislation. The equipment must meet all requirements based on the technical and safety standards applicable in the Czech Republic for this type of equipment.
5. The Subject of Performance also includes training of the Buyer’s personnel in Czech or English in the scope and under the conditions set out in Annex No. 1 to this Agreement. The Subject of Performance shall also include the installation of the Subject of Performance at the place of performance and the performance of all initial settings. Training of the Buyer’s personnel shall be provided by the Seller at its expense.
6. The Seller shall ensure the provision of warranty service and support for the delivered Subject of Performance in full compliance with all manufacturer’s recommendations and manuals for the Subject of Performance, at least for the duration of the warranty under Article 5 of this Agreement.
7. The Seller further undertakes to inform the Buyer without undue delay about new software versions and functionalities that may extend the delivered Subject of Performance in a manner that the Buyer finds consistent with the needs for further development of the delivered equipment
8. The Subject Matter is further:
	* transport and delivery of the Subject of Performance to the place of performance, placing it in the building according to the Buyer’s requirements and its unpacking and installation at the place of performance,
	* the possibility to download and install software upgrades free of charge at the time of their release to the market and to provide software support for a minimum of the warranty period according to Article 5 of this Agreement,
	* delivery of all documentation necessary for the acceptance and use of the Subject of Performance, e.g.,
	* technical (user) documentation and license authorization of the Subject of Performance in Czech or English language in the minimum scope according to paragraphs 9 to 13 of this Article below,
	* documents on performed revisions, instructions, warranty (claim) certificates, declaration of conformity (CE), operating and maintenance manuals for the Subject of Performance in Czech or English,
	* preparation and submission of an overall detailed summary of the delivered items of the Subject of Performance,
	* removal and environmentally sound disposal of all packaging and other materials used in the delivery of the Subject of performance, the packaging used must be of recycled or recyclable materials so that it can be easily sorted,
	* provision of free warranty service of the Subject of Performance according to Article 5 of this Agreement,
* 1x free preventive inspection of the Subject of Performance by an authorized service technician, including maintenance and used consumables for maintenance and spare parts, which will take place at the end of the warranty period of the Subject of Performance at a time mutually agreed by the Contracting Parties.
1. The Subject of Performance or part thereof (e.g., software) supplied by the Seller under this Agreement may in certain cases be considered a work within the meaning of Act No. 121/2000 Coll., Copyright Act, as amended. The Seller hereby grants the Buyer a non-exclusive and transferable right to use such work within the meaning of Section 2358 et seq. of the Civil Code and the Buyer accepts this right (license). The Buyer and the Seller expressly acknowledge that the fee (remuneration) for the use of such work for the entire lifetime of the work is fully included in the agreed total purchase price, even in the eventual transfer of the Subject of Performance to a third party.
2. The license is granted for acquisition software and image processing software. The detailed requirements for the software to be supplied are set out in detail in Annex No. 1 to the Agreement.
3. The Buyer may grant the rights under the licence in whole or in part to a third party (sub-licence). The Buyer is not obliged to use this authorisation.
4. The Seller shall ensure that the Subject Matter shall not be subject to third party copyrights or encumbered by third party rights which would give rise to any further financial or other third-party claims for the Buyer. Should such rights nevertheless exist or arise in the course of performance, the Seller is obliged to ensure their free transfer to the Buyer, in full and at its own expense, or to ensure the settlement of third-party claims at its own expense.
5. The license is granted for the duration of the property rights to the Subject of Performance, and for all uses so that the Buyer is able to use the Subject of Performance. The Buyer is not obliged to use the licence.

# Article 2

**Purchase price**

* + - 1. The Contracting Parties agree that the purchase price for the transfer of unrestricted ownership of the Subject of Performance specified in Article 1 of this Agreement (i.e., for a properly delivered, new, unused, unrestored and fully functional light-sheet microscope system designed and optimized for rapid volumetric imaging of intact cleaned specimens (e.g., brain, lung) with subcellular resolution, including all accessories and components) is:

**Total purchase price:**

Price excl. VAT: CZK 9,283,153

VAT 0% CZK NONE

Price incl. VAT **CZK** 9,283,153

(hereinafter the “**Purchase Price**”)

* + - 1. The amount of the Purchase Price is in principle not to be exceeded. The Purchase Price may be exceeded only if changes in the rates of value added tax occur during the performance of the Subject of this Agreement.
			2. The Purchase Price includes all works and supplies necessary for the proper performance of the Subject Matter, all costs associated with the complete delivery and proper handover of the Subject of Performance, its installation at the place of performance and the cost of transport to the place of performance, as well as all other costs pursuant to Article 1, paragraphs 1 to 13 of this Agreement and Annex No. 1 to this Agreement.
			3. The Purchase Agreement also includes free service during the warranty period, which is specified in Article 5 of this Agreement. The warranty period shall commence from the date of proper delivery of the Subject of Performance free from any defects and deficiencies and after installation of the Subject of Performance at the place of performance in accordance with Article 6 par. 1 of this Agreement.

**Article 3**

# Maturity of the Purchase Price

1. The Purchase Price shall be paid after proper delivery and installation of the Subject of Performance (i.e., free from any defects and deficiencies) at the place of performance specified in Article 4 par. 2 of this Agreement. A written handover report signed by both Contracting Parties in accordance with Article 6 par. 1 of this Agreement shall be drawn up for the proper delivery of the Subject of Performance.
2. The Buyer undertakes to pay the Purchase Price on the basis of an invoice issued by the Seller after proper handover of the Subject of Performance, which the Buyer agrees in advance, with a due date of 30 days from the date of its issue. For the purposes of this Agreement, the invoice shall be deemed to have been paid at the moment the amount in question is debited from the Buyer’s account to the Seller’s account. The Buyer may object to the information given on the invoice until the end of the invoice due date by sending it to the Seller, stating the objections. The moment the objections are sent, the maturity period is interrupted.
3. The Purchase Price will be paid by the Buyer by wire transfer to the Seller’s bank account specified in the header of this Agreement. If the Seller specifies a different bank account on the invoice, it shall be deemed that the Seller requests payment to the bank account specified on the invoice. The invoice must also contain the number of this Agreement and the name of the Public Contract, as well as the mandatory indication with the registration number of the project from which the Subject Matter is co-financed within the framework of the OP JAK (CZ.02.01.01/00/23\_015/0008205) and must be sent to the Buyer’s address indicated in the header of this Agreement or electronically to: xxx
4. The invoice must meet all the requirements of an accounting and tax document pursuant to Act No. 563/1991 Coll., on Accounting, as amended, and Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter the “VAT Act”) and a commercial document pursuant to Section 435 of the Civil Code. The invoice must also be accompanied by a copy of the signed handover report pursuant to Article 6 par. 1 of this Agreement.
5. If the VAT Act is changed at the time of the taxable performance, the Seller shall be obliged to add value added tax to the agreed Purchase Price at a percentage rate corresponding to the legal regulation of the VAT Act on the date of the taxable supply.
6. The Purchase Price will be paid without the provision of advances
7. If the invoice does not contain any mandatory or agreed particulars or if the price or VAT is incorrectly charged, the Buyer is entitled to return the invoice to the other Contracting Party for correction before the due date, indicating the reason for the return. The Seller shall make the correction by issuing a new invoice. On the date of sending the defective invoice to the Seller, the original maturity period shall cease to run and the new maturity period shall run again from the date of delivery of the new invoice to the Buyer.
8. 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 costs arising therefrom.
9. If the Seller becomes an unreliable payer within the meaning of § 106a of the VAT Act, it is obliged to inform the Buyer immediately in writing. If the Seller is registered as an unreliable taxpayer on the date of the taxable supply, the part of the price for the supply corresponding to the value added tax shall be paid by the Buyer directly to the account of the tax administrator in accordance with Section 109a of the VAT Act. The total Purchase Price shall be reduced by this amount and the Seller shall receive the price excluding VAT. In the event that the Seller becomes an unreliable taxpayer within the meaning of this paragraph, the Buyer shall also have the right to withdraw from this Agreement with immediate effect.

**Article 4**

**Time and place of performance**

1. The Seller undertakes to deliver and hand over to the Buyer and install the Subject Matter at the place of performance **no later than four (4) months from the effective date of this Agreement**. The exact timing of delivery shall be agreed between the contact persons of the Seller and the Buyer by email correspondence well in advance, at least 5 working days before the scheduled delivery date. If the Seller fails to fulfil this obligation, the Buyer is entitled to refuse delivery.
2. If the last day of the deadline for handing over and handing over the Subject Matter falls on a Saturday, Sunday or public holiday, the last day of the deadline shall be the next working day.
3. The place of delivery (performance) of the Subject Matter is the seat of the contracting authority specified in the header of this Agreement.
4. The Buyer is not obliged to accept the Subject of Performance with defects or the Subject of Performance that is incomplete or delivered in parts in violation of the provisions of this Agreement.
5. The Buyer is also entitled not to accept the Subject Matter if the Seller fails to deliver it properly and on time, in particular if the Seller fails to deliver the Subject Matter in the agreed quantity or quality, the Subject Matter is damaged or broken, the Seller fails to deliver the necessary documentation for the Subject Matter or fails to carry out activities conditioning the commissioning of the Subject Matter and activities conditioning its proper functionality.
6. The Seller is obliged to re-deliver the Subject Matter (or a part thereof) within an alternative period of 5 working days so that the Buyer can accept it without reservation. If the Subject Matter (or part thereof) cannot reasonably be handed over without reservation, the Buyer shall be entitled to withdraw from the Agreement (or part thereof) or to a reasonable discount on the relevant Purchase Price, at the Buyer’s option. This is without prejudice to Article 8 par. 1 of the Agreement and without prejudice to the Buyer’s right of liability for defects and the Buyer’s claims arising therefrom pursuant to Article 9 par. 1 of the Agreement.

**Article 5**

**Warranty period and warranty service**

* + 1. The Seller undertakes to provide a warranty for the entire Subject of Performance for **a minimum of 12 months** from the date of signing the handover report. If the manufacturer of the Subject Matter provides a longer warranty period, this longer warranty period shall apply. The warranty provided by the Seller shall be as follows: 12 months.
		2. The Seller undertakes to provide free warranty service for the Subject of Performance under this Agreement and guarantees the availability of paid after-warranty service and spare parts for the Subject of Performance for at least eight (8) years from the end of the warranty period. The Seller also guarantees software updates for a minimum period of ten (10) years from acceptance of the Subject of Performance. However, after-warranty service, guarantee of availability of spare parts and guarantee of software update after the expiry of the warranty period are not the Subject of Performance under this Agreement.
		3. The free service provided by the Seller to the Buyer during the warranty period for the entire delivery of the Subject of Performance covers all costs for complete and unlimited service provision for all necessary service interventions, including all labour, travel and accommodation of the technician, as well as all necessary spare parts, transport and consumables, if any.
		4. For the avoidance of doubt, the Contracting Parties agree that any defects in the Subject Matter, regardless of whether they occurred before or after the Buyer took over the Subject Matter, may be claimed during the warranty period, even in the case of obvious or hidden defects. The warranty does not cover defects proven to be caused by failure to follow the prescribed instructions for maintenance or use of the Subject Matter or by unprofessional handling, contrary to the documentation and documents that were handed over to the Buyer upon acceptance of the Subject Matter.
		5. The Seller undertakes that all service interventions during the warranty period will be provided and secured within the terms and conditions set out in this Agreement. The Seller further agrees that a technician who has been trained for service and support by the manufacturer of the Subject Matter will always be used for service interventions during the warranty period.
		6. The Seller undertakes that service support will be provided and communication with service technicians will be conducted in Czech or English. The Seller undertakes to ensure that service interventions during the warranty period will always be carried out in full compliance with all recommendations of the manufacturer of the Subject of Performance. The Seller shall also provide the Buyer with access to the documentation of the manufacturer of the Subject Matter and access to the knowledge base, if the manufacturer of the Subject Matter provides it as part of its service support.
		7. The Seller undertakes to provide service support for the equipment for a minimum duration as per Article 5 par. 1 of this Agreement in accordance with paragraph 8 below.
		8. Defect reporting can be done by e-mail, telephone or via the web interface during working days, at least 9 hours a day (between 08.00 and 17.00) and an e-mail confirmation of receipt is required. The Seller shall ensure a service response time of no more than 48 hours from the time of reporting the defect, a visit by a service technician within no more than 5 working days from the time of reporting the defect and guarantees the rectification of the defect no later than 14 calendar days from the time of reporting the defect, unless a different repair time is agreed with the Buyer. In the event that the Seller’s technician is unable to resolve the defect during the service visit, the Seller agrees to immediately order the necessary service parts from the manufacturer of the Subject of Performance, if necessary, or arrange for service intervention by a technician of the manufacturer of the Subject of Performance, if necessary. The Seller shall inform the Buyer of this fact in due time. The contacts for reporting defects are: email: xxx
		9. In the event that during the warranty period the delivered Subject of Performance or the program (software) for its control fails to such an extent that its use is prevented, the time from the reporting of the defect until its correction is not included in the warranty period. In this case, the warranty period shall be extended by the period during which the Subject of Performance could not be used.
		10. In case of delay of the Seller with the removal of the defect for more than 30 days, the Buyer is entitled to ensure the removal of the defect itself at the expense of the Seller. Such procedure for the removal of the defect shall not affect the continued duration of the warranty under this Agreement. In such case, however, the warranty period shall also be extended by the period during which the Subject Matter could not be used.
		11. Should the time to rectify the defect within the warranty period exceed 30 days, the Seller shall provide a temporary free replacement of the Subject of Performance or non-functioning components, if technologically possible.
		12. The Seller is obliged to provide a warranty of at least six (6) months for the repairs carried out, including the materials used to carry out the repairs.
		13. The service provided under the warranty includes the provision of 1x preventive inspection by an authorized service technician, maintenance, including the material necessary to perform this maintenance and spare parts, which will take place at the end of the warranty period of the Subject of Performance at a time mutually agreed by the Contracting Parties.
		14. For the duration of the warranty period, the Seller undertakes to keep records of the settings of all components of the Subject of Performance and records of service interventions in an operation and service log, which will be delivered to the Buyer together with the Subject of Performance.
		15. The Seller undertakes to update the software of the Subject of Performance and to provide software support for at least the duration of the warranty for the Subject Matter according to this Article of the Agreement.
		16. The right of liability for defects is exercised in time if the Buyer exercises it in writing no later than on the last day of the warranty period, while claims exercised by the Buyer in the form of a registered letter sent to the Seller on the last day of the warranty period are also considered to be properly exercised.

**Article 6**

# Acquisition of the right of ownership and method of handing over the Subject Matter

1. The Buyer becomes the owner of the Subject of Performance after its proper handover and installation at the place of performance and after both Contracting Parties have signed the handover report. At that moment all benefits, risks and obligations as well as rights connected with the ownership of the Subject of Performance shall pass to the Buyer, until then the Seller shall bear the risk of damage to the Subject of Performance. Only upon the signing of a written handover report by both Contracting Parties shall the Seller be entitled to payment of the total Purchase Price according to Article 2 of this Agreement. The handover report shall be prepared by the Seller.
2. Together with the Subject of Performance, the Seller shall hand over to the Buyer all documents necessary for the acceptance and use of the Subject of Performance, operating and maintenance manuals, conditions for the maintenance and protection of the Subject of Performance and the warranty card in Czech or English.
3. The handover report shall include a confirmation of compliance with the technical parameters specified in the technical specification in Annex No. 1 to this Agreement.

**Article 7**

**Termination of the Agreement**

1. This Agreement is terminated:
	* by fulfilling a contractual obligation,
	* by written agreement of the Contracting Parties signed by authorised representatives of both Contracting Parties,
	* by withdrawal of one of the Contracting Parties.
2. The Buyer is entitled to withdraw from the Agreement if:
3. the defect of the Subject of Performance is not removed within 30 days from the date of written notification of the defect by the Buyer, or if the Seller has notified the Buyer in writing before the expiry of the period that the defect will not be removed;
4. insolvency proceedings have been initiated against the Seller’s property pursuant to Act No. 182/2006 Coll., on bankruptcy and methods of its resolution (Insolvency Act), as amended, in which a decision on insolvency has been issued;
5. the Seller becomes an unreliable taxpayer within the meaning of Section 106a of the VAT Act (Article 3 par. 9);
6. the Seller is in delay in delivering the Subject of Performance for more than 14 calendar days, i.e., more than 2 weeks from the date of performance specified in Article 4 par. 1 of this Agreement;
7. the Subject of Performance would be encumbered by the rights of third parties or would be implemented by the Seller in violation of this Agreement and/or in violation of generally binding legal regulations;
8. it comes to light that the Seller has provided information or documents in its bid for the public procurement procedure preceding the conclusion of this Agreement which do not correspond to the facts and which had or could have had an impact on the outcome of the procurement procedure leading to the conclusion of this Agreement;
9. the costs that the Buyer is expected to incur under this Agreement are determined by the Managing Authority to be ineligible (with respect to the source of funding);
10. the Seller fails to provide performance in accordance with this Agreement or its Annexes and/or breaches its legal and/or contractual obligations and fails to remedy the deficiencies even after written notice by the Buyer of the deficiencies in question, the time limit set by the Buyer for remedying such deficiencies being at least 5 working days;
11. in cases expressly mentioned and regulated in § 223 of the Public Procurement Act;
12. in other cases expressly mentioned and regulated in this Agreement.
13. The Seller may withdraw from this Agreement if, despite a written notice addressed to the Buyer, the Buyer is in default of payment of the Purchase Price for more than 30 days from the agreed due date.
14. In the event of termination of this Agreement by withdrawal, the Contracting Parties shall be obliged to settle their obligations mutually. The date of withdrawal shall be deemed to be the date on which the written notice of withdrawal of the Contracting Party entitled to withdraw is delivered to the other Contracting Party. The withdrawal must be made in writing, otherwise it is null and void. Withdrawal from the Agreement shall be without prejudice to the rights of the Contracting Parties to payment of contractual penalties, default interest and compensation for damages, insofar as they have accrued to the rightful Contracting Party up to the time of withdrawal, and to other provisions of the Agreement which, by their nature, are intended to bind the Contracting Parties even after withdrawal, in particular the dispute settlement and warranty provisions.

**Article 8**

**Contractual penalties, default interest**

1. In the event of a breach of the Seller’s obligation consisting in a delay in delivery of the Subject of Performance according to Art. 4 par. 1 of this Agreement, the Seller is obliged to pay the Buyer a contractual penalty in the amount of 0.05% of the total Purchase Price for the Subject of Performance, including VAT, for each day of delay in delivery.
2. In the event of delay of the Buyer with the payment of the Purchase Price, the Buyer is obliged to pay the Seller the default interest in the amount of 0.05% of the amount due for each day of delay.
3. In the event of breach of any of the Seller’s obligations set out in Article 1, paragraphs 2 to 10 and/or paragraph 12 and/or paragraph 13 of the Agreement or if the Subject of Performance does not meet any of the technical parameters set out in Annex No. 1 to this Agreement, the Seller is obliged to pay the Buyer a contractual penalty in the amount of CZK 10,000 for each individual case of breach of the specified contractual obligation.
4. In the event of the Seller’s delay in removing the defect within the warranty period in accordance with Art. 5 par. 8 of the Agreement, the Seller is obliged to pay the Buyer a contractual penalty of CZK 1,000 for each day of delay in removing the warranty defect of the Subject Matter.
5. In the event of a breach of any of the obligations set out in Art. 5 par. 5 and/or 6 and/or 11 and/or 12 and/or 13 and/or 14 and/or 15 of this Agreement, the Seller shall be obliged to pay the Buyer a contractual penalty of CZK 5,000 for each individual case of breach of the contractual obligation.
6. In the event of violation of the Seller’s obligation to submit an insurance contract or insurance policy pursuant to Art. 12 par. 10, second sentence of this Agreement, the Seller is obliged to pay the Buyer a contractual penalty of CZK 300 for each day of delay.
7. In case of delay of the Seller in fulfilling the information obligation according to Art. 12 par. 13 and/or par. 14 and/or par. 15 of this Agreement, the Buyer is entitled to charge the Seller a contractual penalty of CZK 300 for each day of delay.
8. In the event of breach or non-performance of any other obligation of the Seller set forth in this Agreement, which is not consolidated by a contractual penalty under this Article of the Agreement (except for the obligations provided for in the provisions of Art. 5 par. 2 relating to the guarantee of after-sales service, the availability of spare parts and the guarantee of software updates, which are not subject to performance under this Agreement), the Seller is obliged to pay the Buyer a contractual penalty in the amount of CZK 20,000 for each individual breach of such obligation or commitment of the Seller.
9. The contractual penalties or default interest under this Agreement shall be payable within 5 working days of the delivery of a notice to the obliged party to pay them and shall be paid by wire transfer to the bank account of the entitled party specified in the notice.
10. The right to payment of contractual penalties under this Agreement shall not affect the right to compensation for damages caused by the breach of the obligations of the relevant Contracting Party and such compensation shall be paid in full regardless of the amount of the contractual penalty. Payment of the contractual penalty shall not relieve the obliged party of its obligation to fulfil the obligation secured by the contractual penalty.
11. Contractual penalties may be claimed repeatedly and regardless of the fault of the obliged Contracting Party.

**Article 9**

**Liability claims for defects in the Subject of Performance**

1. The Contracting Parties agree that their rights and obligations arising from liability for defects in performance shall be governed by the relevant provisions of the Civil Code.
2. Where the law permits a choice of entitlement, the choice is always the Buyer’s.
3. The Seller declares that the Subject of Performance has no patent or other legal defects. If a third party asserts claims against the Buyer arising from legal defects, the Seller undertakes to compensate the Buyer for the damage caused thereby without delay.

**Article 10**

# Provisions on delivery, contact persons

1. The Contracting Parties agree, and the Seller has designated, that the person authorized to act for the Seller in all matters relating to the execution of this Agreement, except for amendments and termination, is:

name: xxx

delivery address: SCHOOL FARM, GRAVENEY ROAD, FAVERSHAM, KENT ME13 8UP, UK

telephone: xxx

email: xxx

1. The Contracting Parties agree, and the Buyer has designated, that the persons authorized to act for the Buyer in all matters relating to the execution of this Agreement, except for amendments and termination, are:

name: xxx

delivery address: **Ústav molekulární genetiky AV ČR, v.v.i.**

 Vídeňská 1083, 142 20 Praha 4

telephone: xxx

email: xxx

name: xxx

delivery address: **Ústav molekulární genetiky AV ČR, v.v.i.**

 Vídeňská 1083, 142 20 Praha 4

telephone: xxx

email: xxx

1. All correspondence, instructions, notices, resignations, requests, records and other documents arising under or in connection with this Agreement between the Contracting Parties shall be in writing in the Czech or English language and shall be delivered either personally or by registered mail to the hands and delivery addresses of the persons authorized under this Agreement or electronically to the data boxes of the Contracting Parties.
2. In case of doubt, an incoming mail sent using a postal service provider shall be deemed to have been delivered to the addressee on the third working day after dispatch, but if sent to an address in another State, on the fifteenth working day after dispatch.
3. The Contracting Parties agree that electronic mail or data mailbox may also be used for mutual communication; however, in matters relating to the amendment or termination of this Purchase Agreement, delivery by data box, registered mail or in person shall be used. A message sent by electronic mail shall be deemed to have been received on the date of dispatch.
4. If the address or contact details (name, telephone number, email address) of either of the Contracting Parties change during the term of this Agreement, the Contracting Party concerned shall immediately notify the other Contracting Party in writing of such change in the manner specified in this Article of the Agreement. Such a change shall not be deemed to be an amendment to the Agreement and no amendment to the Agreement shall be necessary for this purpose.

**Article 11**

**Dispute resolution**

1. All mutual rights and obligations of the Seller and the Buyer arising from the concluded Agreement shall be governed by the law of the Czech Republic. Any disputes that cannot be resolved preferably by amicable means shall be decided by the general courts in accordance with Act No. 99/1963 Coll., the Code of Civil Procedure, as amended. The Contracting Parties hereby expressly agree to the local jurisdiction of the court of the Buyer’s registered office for any disputes. Arbitration is excluded.

**Article 12**

**Force majeure, liability for damages and compensation, responsible procurement**

1. If a Contracting Party is prevented from performing an obligation under this Agreement by force majeure, as defined in par. 5 of this Article of this Agreement (hereinafter the “**Force Majeure**”), the time for performance of that obligation shall be extended by the duration of the Force Majeure and by the time reasonably required for performance. In such a case, the Contracting Party shall not be in default of its obligations.
2. If the performance of the obligation, the timely performance of which was prevented by the Force Majeure, does not take place even within 20 days after the obligation should have been performed initially before the extension of the time limit pursuant to par. 1 of this Article above, either Contracting Party shall have the right to withdraw from the Agreement.
3. The Contracting Parties undertake to compensate the other Contracting Party for damage caused by a breach of their obligations under this Agreement or under the relevant legal regulations, unless it is proven that the breach of obligations was caused by circumstances excluding liability (the Force Majeure) within the meaning of Section 2913 par. 2 of the Civil Code.
4. The Seller declares that the Subject Matter is free from patent or other legal defects. If a third party asserts claims against the Buyer arising from legal defects, the Seller undertakes to compensate the Buyer for the damage caused thereby without delay.
5. For the purposes of this Agreement, the Force Majeure shall be deemed to exist where a Contracting Party proves that it has been temporarily or permanently prevented from performing an obligation under the Agreement by an extraordinary, unforeseeable and insurmountable obstacle arising independently of the will of that Contracting Party. The Force Majeure circumstances include, but are not limited to, war or armed conflict, (civil) war, invasion, mobilisation, natural disaster (e.g., flood, massive fire, earthquake, tornado), massive failure of electricity, gas or oil supply, embargo, act of terrorism, or epidemic (pandemic) or emergency measure declared by a public authority or state administration during an epidemic (pandemic) or another Force Majeure event.
6. For the purposes of this Agreement, an obstacle arising from the circumstances of the Contracting Party invoking the obstacle pursuant to par. 5 of this Article of the Agreement, or arising only at the time when the Contracting Party was in default in the performance of the agreed obligation, or an obstacle which the Contracting Party was obliged to overcome pursuant to this Agreement, shall not be considered the Force Majeure.
7. In the event that a Contracting Party is unable to perform its obligations as a result of a Force Majeure event, it shall inform the other Contracting Party of such Force Majeure event promptly after it has become aware of the occurrence of such Force Majeure event or could have become aware of the occurrence of such Force Majeure event through the exercise of professional diligence. In the notification of the Force Majeure event, the obligated Contracting Party shall specify the nature of the Force Majeure event, the onset of the Force Majeure event, the expected duration of the Force Majeure event, and the possible means of averting the harm that would be threatened as a result of the Force Majeure event.
8. The Contracting Party prevented from fulfilling an obligation by the Force Majeure shall be obliged to do everything in its power to prevent or minimise the damage caused to the other Contracting Party by its inability to fulfil its obligation.
9. In the event of non-performance due to the Force Majeure, default interest or contractual penalties pursuant to Art. 8 of this Agreement shall not apply.
10. The Seller is obliged to be insured against damages caused by its activities throughout the delivery of the Subject Matter and throughout the warranty period, including damages caused by the Seller’s employees in the minimum amount of CZK 9,271,000. The Seller is obliged to submit the insurance contract or insurance policy to the Buyer upon request within 3 working days of receipt of the Buyer’s written request.
11. If any obligation under the Agreement is performed by the Seller through a subcontractor, the Seller shall be liable for the activities of the subcontractor and for the performance of such obligation as if the Seller had provided the performance itself.
12. The Seller declares that it is aware that the Buyer is interested in the implementation of the public procurement in accordance with the principles of socially responsible public procurement. The fundamental principles of environmentally and socially responsible procurement and innovation are elaborated both in the wording of the tender documentation and this Agreement.
13. The Seller is obliged to notify the Buyer that proceedings have been initiated against it by a public authority (in particular the State Labour Inspection Office or regional inspectorates, Regional Hygiene Authority, etc. or other similar authority abroad) for violation of labour regulations and/or anti-discrimination law, which occurred during the term of this contractual relationship, no later than 10 days after receipt of the notice of initiation of proceedings. The Seller’s notification shall also include information on the date of receipt of the notice of initiation.
14. The Seller shall be obliged to provide the Buyer with a copy of the final decision terminating the proceedings in the matter under the previous paragraph of this Article within 7 days of the date on which the decision becomes final. At the same time as the copy of the final decision, the Seller shall provide the Buyer with information on the date of entry into force of the decision.
15. In the event that the Seller is found guilty of an offence, administrative offence or other similar offence in proceedings initiated under this Article, the Seller shall be obliged to take corrective measures and inform the Buyer in writing of such corrective measures, including their implementation.
16. The Buyer shall be entitled during the term of this contractual relationship to inquire of the administrative authorities responsible for monitoring compliance with labour law and/or anti-discrimination law whether administrative proceedings are being conducted with the Seller in respect of a breach of labour law and/or anti-discrimination law and for any information relating to such proceedings.

**Article 13**

**Validity and force of the Agreement, final provisions**

1. This Agreement becomes valid upon the signature of the last of the Contracting Parties. This Agreement shall enter into force on the date of its publication in the Registry of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Registry of Contracts (Act on the Registry of Contracts), as amended. The Contracting Parties agree that the publication of this Agreement in the Registry of Contracts shall be ensured by the Buyer within five working days from the conclusion of the Agreement.
2. This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic, in particular the relevant provisions of the Civil Code and other relevant generally binding legal regulations.

1. Any amendments or additions to this Agreement may be made only by written agreement of the Contracting Parties. Such agreements shall be in the form of dated, ascending numbered amendments to the Agreement signed by both Contracting Parties. The Contracting Parties may object to the invalidity of a modification of the Agreement (amendment) on grounds of breach of form at any time after performance has begun.
2. No set-off of claims arising under or in connection with this Agreement shall be permitted.
3. The Contracting Parties declare that they are aware of the meaning of all abbreviations, technical (including foreign language) terms and words used in this Agreement and its Annex.
4. In the event that any provision of the Agreement is or becomes invalid, ineffective, illusory or unenforceable, the validity, effectiveness or enforceability of the Agreement shall not be affected. The Contracting Parties shall replace the invalid, ineffective, illusory or unenforceable provisions with such valid, effective or enforceable provisions as most closely approximate the purpose of the invalid, ineffective, illusory or unenforceable provisions. In the event that the content of any provision is not further regulated by law, or any situation is not regulated at all by the Agreement or by law, the regulation that the Contracting Parties would have adopted with respect to the regulation of their relationship under this Agreement shall apply.
5. With regard to the processing of personal data that may occur in connection with the Subject Matter, the Contracting Parties undertake to act in such a way that the obligations set out in EU Regulation 2016/679 (hereinafter the “**GDPR**”) and Act No. 110/2019 Coll., on the processing of personal data, are complied with to the fullest extent possible. This conduct consists in particular in the observance of the obligation of confidentiality in relation to the personal data processed, the application of the principles set out in Article 5, Article 24 of the GDPR et seq. in the processing of personal data and, last but not least, the obligation to respond adequately to the asserted rights of data subjects pursuant to Article 12 of the GDPR et seq. With regard to the observance of these obligations, as well as in order to comply with the control obligations pursuant to special legislation, the Contracting Parties are obliged to provide each other with all necessary cooperation. The above list of obligations is illustrative.
6. The Seller is obliged to archive the original copy of the Purchase Agreement, including its amendments, original accounting documents, handover reports, records of electronic transactions and other documents related to the implementation of the Subject Matter and the Public Contract for a period of 10 years from the end of the procurement procedure or from the change of the obligation from the Purchase Agreement to the Public Contract, during which the original documents must be available to the control authorities, unless the legislation or the Rules of the subsidy provider provide for a longer period for certain types of documents (e.g., Act No. 499/2004 Coll., on archiving and filing services and amending certain acts, as amended). During this period, the Seller is obliged to allow persons authorised to carry out project control to inspect documents related to the performance of the Purchase Agreement, in particular to provide the required information and documentation to the employees or agents of the authorised bodies of the project implementation control, and is obliged to create conditions for the aforementioned persons to carry out the control related to the implementation of the project and to provide them with assistance in carrying out the control. Furthermore, all documents and contractual documents must be secured against loss, theft or deterioration. The retention of documents and files related to the project shall be governed by Act No. 499/2004 Coll., on archiving and filing services and on amending certain acts, as amended.
7. The Buyer undertakes to keep confidential all facts of which it has become aware on the basis of this Agreement or in connection with this Agreement and which have been demonstrably identified by the Seller as trade secrets within the meaning of Section 504 of the Civil Code. Both Contracting Parties undertake to keep confidential any confidential information which comes to their knowledge in connection with the performance of their obligations under this Agreement until such time as the information in question becomes generally known, provided that this is not due to a breach of a duty of confidentiality or other legal obligation. It shall not be considered a breach of confidentiality if the Contracting Party is obliged to disclose the information in question on the basis of an obligation imposed by law or by a competent governmental or public authority. The obligation of confidentiality shall continue notwithstanding the effectiveness or validity of this Agreement.
8. The following Annex forms an integral part of this Agreement:
	* + Annex No. 1 – Table of technical parameters *(as Annex No. 1 to the Purchase Agreement, the bidder shall submit a duly filled in Annex No. 4 to the tender documentation)*
9. The Contracting Parties assume that the Agreement will be signed electronically. Should this Agreement be signed in paper form, it shall be executed in 2 (two) counterparts, each with the force of an original, of which each of the Contracting Parties shall receive one counterpart.
10. The Contracting Parties to this Purchase Agreement, having read it, confirm that its contents, obligations, declarations, rights and duties correspond to their true, serious, honest and free will, in proof of which they affix their signatures below.

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| **xxx** |  **Ústav molekulární genetiky AV ČR, v. v. i.** |  |  |
| Service & Support Manager |  RNDr. Petr Dráber, DrSc., director |  |  |
| *Seller* |  *Buyer* |  |  |