

PURCHASE CONTRACT

within the meaning of Section 2079 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), entered into on the date, month and year set forth below and on the following terms and conditions by the following parties

THE BUYER

Name: Brno University of Technology
Component part: Central European Institute of Technology
Seat: Purkynova 656/123, 612 00 Brno, Czech Republic
Public university, not registered in the Commercial Register
Represented by: prof. Ing. Radimír Vrba, CSc., Director of Central European Institute of Technology
Id. No.: 00216305
Tax Id. No.: CZ 00216305

Buyer's contact persons for technical matters:

xxx

Address for sending electronic invoices: [xxx](#)

and

THE SELLER

Name: Quantum Composers Inc.
Seat: 212 Discovery Drive, Bozeman, MT 29718, Montana, USA
Represented by: Will Bomar
Tax Id. No.: 81-0528652
Bank details: [ATTACHED]

Contact person of the Seller:

xxx

(hereinafter also jointly referred to as the "Parties")

I. SUBJECT OF THE PURCHASE

- 1) The subject of purchase under this Contract is the laser-MicroJewel CB and MicroJewel-8-1064-E0-NB. The Subject of the Purchase is specified in more detail in the technical description, which is an integral part of this Contract as its Annex No. 1.
- 2) The Seller undertakes by this Contract:
 - a) hand over the Subject of the Purchase to the Buyer and enable the Buyer to acquire ownership of such a Subject of the Purchase;
 - b) perform other obligations set forth in this Contract;
 and the Buyer agrees to take over the Subject of the Purchase and pay the purchase price.
- 3) The Seller and the Buyer further agree that, in addition to the above mentioned, the Seller is also obliged and agrees to:
 - a) deliver the Subject of the Purchase to the location designated by the Buyer for that purpose;
 - b) provide remote diagnostics of the Purchased Item via the Internet so as to minimize the intervention of the service team at the place of performance;
 - c) grant the Buyer the rights of use (necessary licenses, if licenses are required) to the delivered software, which is part of the Subject of the Purchase, for an unlimited period of time;
 - d) provide free of charge updates and upgrades to the supplied software, which is part of the Subject of the Purchase, for the duration of the quality warranty, to the extent that such software is updated during such period;
 - e) make the operator of the equipment familiar with the maintenance of the Subject of the Purchase;
 - f) provide the Buyer with manuals for the use of the Subject of the Purchase and user guides in Czech and/or English in an electronic form;
 - g) guarantee the delivery of spare parts for the Subject of the Purchase for a period of at least 7 (seven) years from the date of acceptance of the Subject of the Purchase;
 - h) provide any other necessary supplies or services not expressly mentioned in the Contract, if they are necessary for the proper and timely performance of this Contract, without affecting the purchase price.

II. PURCHASE PRICE

- 1) The Buyer agrees to pay to the Seller the purchase price in the amount of:

Purchase price excl. VAT	13,110 USD
Shipping	350 USD
Amount of VAT in CZK	FOREIGN SUPPLIER
Purchase price incl. VAT	13,460 USD

** In case of a foreign supplier, the Buyer shall pay VAT according to the applicable legal regulations in the Czech Republic.*

- 2) The reward for any licenses is included in the purchase price.
- 3) The Buyer undertakes to pay 100% of the purchase price in advance based on a pro forma invoice issued by the Seller. The Seller shall issue the pro forma invoice after the conclusion of this Contract.

- 4) The tax documents due date is 30 days from the date of their delivery to the Buyer.

III. PLACE AND TIME OF PERFORMANCE

- 1) The Seller undertakes to hand over the Subject of the Purchase to the Buyer, no later than within **10 weeks** from the date the payment is debited from the Buyer's bank account.
- 2) The Seller shall fulfil his responsibility to hand over the above-mentioned Subject of the Purchase by its acceptance as faultless by the Buyer.
- 3) The Seller also agrees to inform the Buyer sufficiently in advance (at least 3 days) that it intends to hand over the Subject of the Purchase, otherwise, the Buyer is not obliged to take over the Subject of the Purchase. If the Seller notifies the Buyer in time in accordance with the previous sentence, the Buyer undertakes to allow the Seller access to the place of performance.
- 4) The Seller agrees to hand over the Subject of the Purchase at the following place:
CEITEC BUT, building C, Purkynova 656/123, 612 00 Brno, Czech Republic
- 5) The Buyer declares that the persons authorised on its behalf to take over the Subject of the Purchase and to sign the handover protocol are listed on page 1 of this Contract as contact persons in technical matters.
- 6) The Seller acknowledges that the Buyer specifically requested the delivery of all the required documents for the Subject of the Purchase in accordance with Art. IV (3) of the GPC.

IV. QUALITY WARRANTY

- 1) The Buyer and the Seller agree that the warranty period for the Subject of the Purchase as well as for each of its parts is **12 months** from the date on which the Buyer accepted the Subject of the Purchase as faultless.

V. FINAL PROVISIONS

- 1) The following annexes form an integral part of this Contract:
 - a) Annex 1 – Technical description of the Subject of the Purchase.

The Parties agree that in case of any inconsistencies or contradictions, the Articles I. to V. of the Contract take precedence over any annexes to the Contract. Furthermore, the Parties agree that in case of any inconsistencies or contradictions between individual annexes, the annex, whose numerical identification specified in this paragraph is lower, shall prevail.
- 2) This Contract also includes the General Purchasing Conditions of the BUT in the version effective on the date of the conclusion of the Contract (hereinafter referred to as "GPC"). The GPC have the character of commercial terms and conditions within the meaning of Section 1751 of the Civil Code and regulate the rights and obligations of the Seller and the Buyer in case that these are not specified in this Contract. Also, with regard to this, and so as to avoid any speculations, the Parties declare and agree that the Contract referred to in the GPC means this Contract. Both Parties also agree that in case of any divergence between the provisions of the Contract and the GPC, the provisions of the Contract shall always apply. The GPC is available at <http://vut.cz/vnp> and the Seller, by his signature below, confirms that he has read the text of the GPC in detail and that he is therefore familiar with it.
- 3) The Seller is not entitled to transfer its rights and obligations under this Contract to a third party. Section 1879 of the Civil Code shall not apply.
- 4) By signing this Contract, the Parties confirm that they are aware that this Contract is subject to the obligation of publication in accordance with Act No. 340/2015 Coll., on the Register of Contracts, as amended. The publication of the Contract is arranged by the Buyer.

- 5) This Contract shall enter into force on the date of signing by both Parties and shall become effective on the date of the publication of the Contract in the Register of Contracts.
- 6) If any provision of the Contract becomes invalid or ineffective, this shall not affect the other provisions of this Contract, which shall remain valid and effective. In such case, the Parties undertake to replace the invalid or ineffective provision with a valid and effective provision that best fulfils the originally intended purpose of the invalid or ineffective provision, by means of an agreement.
- 7) This Contract contains a complete statement of the subject matter of the Contract and of all the particulars which the parties intended and intend to stipulate in the Contract and which they consider important for the binding nature of this Contract. No representation made by the parties in the negotiation of this Contract or any representation made after the execution of this Contract shall be interpreted contrary to the express provisions of this Contract and shall create any obligation on either party.
- 8) This Contract shall be concluded by electronic means by each party to the contract affixing its recognised electronic signature unless it is drawn up in four counterparts, each of which shall have the force of an original. Each Party shall receive two of them.
- 9) The Parties confirm that they have read this Contract before signing it and that they agree with its contents. They affix their signatures to this effect.

In Brno 9.5.2025

In Bozeman 05/02/2025

el. podpis

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prof. Ing. Radimír Vrba, CSc.,
Director of CEITEC BUT
for the Buyer

Will Bomar

.....

Will Bomar
VP Sales

for the Seller

Wire Transfer Banking Information



Banking Information For Quantum Composers, Inc.

Required Information	
Beneficiary Bank	
SWIFT Address	
ABA Number	
Beneficiary Bank Address	
Beneficiary Account Name	
Beneficiary Account Number	
Reference MANDATORY	

****IMPORTANT:** Please make sure to include the above reference section on all wire transfer forms. If you do not include the reference information your payment could be delayed while the bank attempts to locate the proper recipient.





Quantum Composers Inc.
212 Discovery Dr.
Bozeman MT 59718
sales@quantumcomposers.com
Phone: (406) 582-0227

Product Quotation

Account Name	Brno University of Technology	Order Number	QC258017
Billing Address	Brno University of Technology Antoninska 548/1 Brno 60200 Czech Republic	Created Date	3/31/2025
		Quote Expires	60 Days
		Currency:	US Dollars
		Shipping Address	xxx Brno university of Technology Technicka 2 61669 Czech Republic

Order Notes Intl shipping \$350.00
 5% academic discount
 Prepayment & EUS required

Thank you for your interest in our products, if you have any questions regarding this quote or to place an order please contact us at sales@quantumcomposers.com.

Product	Product Code	Sales Price	Quantity	Discount (Percentage)	Subtotal	Total Price
Laser-MicroJewel-CB	MicroJewel-CB	\$1,900.00	1.00	5.00%	\$1,900.00	\$1,805.00
MicroJewel-8-1064-E0-NB	MicroJewel-8-1064-E0-NB	\$11,900.00	1.00	5.00%	\$11,900.00	\$11,305.00

Quote Terms

***Shipping:**

US: Free UPS Ground Shipping Included on Pulse/Current Generators

CANADA: \$150 per full size unit (9520/9420/9730/9710) \$50 per compact unit (9200/9250) & Board Level

International: \$350 per full size unit (9520/9420/9730/9710) \$150 per compact unit (9200/9250) & Board Level

IF FEDEX or DHL REQUIRED, PLEASE PROVIDE ACCOUNT INFORMATION. Or ask for shipping cost.

***Orders:**

Orders may be processed via our online ordering system, by email or fax. To setup s.com/account please email your references and credit details. For online orders, you may pay instantly by credit card by visiting <https://www.quantumcomposers.com/shop>

***International Orders:**

All international orders must be accompanied by an End User Statement. This form can be downloaded by visiting our website at the following url: <https://www.quantumcomposers.com/documents>



www.quantumcomposers.com
sales@quantumcomposers.com



1.800.510.6530
1.406.582.0237



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