

PURCHASE CONTRACT

- (1) Ústav fotoniky a elektroniky AV ČR, v. v. i.,
With registered office at Chaberská 1014/57, 182 00 Praha 8 - Kobylisy
Represented by: Assoc. Prof. Pavel Peterka, Ph.D., Director
ID No.: 67985882
Bank account: 131417340/0300
("Buyer");

and

- (2) Metrohm Česká republika s.r.o.
With registered office at: Na Harfě 935/5c, 190 00 Praha 9, Česká republika
Represented by: Ing. Peter Barath, Ph.D., Ing. Bernhard Moser
ID No.: 28984781
Bank account: **Raiffeisenbank, s.r.o., Hvězdova 1 716/2b, 140 78 Praha 4**
Account number: 5020016790/5500
("Seller").

(The Buyer and the Seller are hereinafter jointly referred to as "**Parties**" and individually as "**Party**".)

IT WAS AGREED AS FOLLOWS:

1. INTRODUCTORY PROVISIONS

- 1.1 The Buyer is a Partner of the Beneficiary of the project "Advanced Multiscale Materials for Key Enabling Technologies" under the Operational Programme Jan Amos Komenský within the framework of EU funds, project registration number CZ.02.01.01/00/22_008/0004558 – AMULET (hereinafter referred to as the "Project"). The subject of performance under this Contract is intended for the Project and financed from the support provided for its implementation.
- 1.2 This Contract is entered into based on the outcome of below-threshold public contract for supplies awarded in the form of simplified awarding procedure with the name "**Scanning Electrochemical Microscope**" implemented by the Buyer acting as a public contracting authority (hereinafter "the public tender").

2. BASIC PROVISIONS

- 2.1 The Seller contracts to sell and the Buyer contracts to purchase **Scanning Electrochemical Microscope** ("**Object of Purchase**") specified in the Bid dated 04/29/2025 submitted in the above mentioned awarding procedure.
- 2.2 Detailed specification of Object of Purchase is stated in Enclosure No. 1 of this Contract. Specification of Scanning Electrochemical Microscope is in conformity with specification provided by winning bid,

quoted by the Seller in frame of the public tender and complies with all technical specifications required by the tender documents.

2.3 The following activities are an integral part of the performance to be provided by the Seller (hereinafter "**Related Activities**"):

- a) transporting the Object of Purchase to the Buyer's facility specified in Article 3, Paragraph 3.1 of this Contract incl. packaging, insurance, customs clearance, customs duties, etc. applying DDP (Delivered Duty Paid) clause according to the INCOTERMS 2020 terms;
- b) installing the Object of Purchase and putting the Object of Purchase into operation in the Buyer's facility;
- c) delivering documents pertaining to the use of the supplied Object of Purchase (including, without limitation, operating and maintenance manual in Czech or English, warranty certificate, bill of delivery, and certificate of conformity);
- d) training the Buyer's assigned personnel regarding the operation and maintenance of the Object of Purchase, where such training shall be provided for no fewer than 2 (in words: two) persons (hereinafter referred to as "**personnel training**"), shall last no less than 4 (in words: four) hours, and shall be delivered in Czech or English.

3. **THE PLACE OF DELIVERY**

3.1 The place of delivery is the following address: Ústav fotoniky a elektroniky AV ČR, v. v. i. [*Institute of Photonics and Electronics of the Czech Academy of Sciences*], Chaberská 1014 / 57, 182 00 Prague, Czech Republic.

4. **THE TIME OF DELIVERY**

4.1 The Seller shall deliver the Object of Purchase and shall carry out Related Activities no later than 10 weeks from the date of conclusion of this Contract.

4.2 The Seller is entitled to handover the Object of Purchase and to carry out Related Activities during working days between 8:30 AM and 4:00 PM, unless otherwise agreed by the Parties. Exact working days shall be determined on the basis of mutual agreement. If the agreement is not reached, the Seller shall perform during the last day, on which it is possible to fulfill this Contract in time and the Buyer shall provide to the Seller necessary cooperation for this purpose.

5. **PRICE AND PAYMENT TERMS**

5.1 The purchase price for the Object of Purchase and Related Activities is **2 199 761,00 CZK** without value added tax ("**VAT**") (hereinafter "**Purchase Price**")

Purchase price breakdown of the elements of the Object of Purchase and Related Activities	Price exclude VAT
Purchase price for Modular potentiostat (No. of requirement: 1)	589 233,60 CZK
Purchase price for Scanning Electrochemical Microscopy System (No. of requirement: 2)	1 520 217,40 CZK
Purchase price for rest of the subject matter	90 310,00 CZK
Total bid price	2 199 761,00 CZK

- 5.2 VAT shall be added to the price under Section 5.1 of this Contract, in accordance with the legal regulations in force at the time of the taxable transaction.
- 5.3 The Purchase Price cannot be exceeded and includes all costs and expenses of the Seller related to the performance of this Contract. The Purchase Price includes, among others, all expenses related to the handover of the Object of Purchase and execution of Related Activities, costs of copyright, insurance, customs, warranty service and any other costs and expenses connected with the performance of this Contract.
- 5.4 The Purchase Price shall be paid in CZK on the basis of a tax documents – invoices, to the account of the Seller designated in the invoice. The Purchase Price shall be paid in the following manner:
- 100 % of the Purchase Price shall be paid after the delivery of the final invoice to which the signed Handover Protocol shall be attached.
 - Invoice shall be payable within thirty (30) days after the Buyer's receipt of such invoice. Payment of the invoiced amount means the date of its remittance to the Seller's account.
- 5.5 The invoice issued by the Seller must contain all information required by the applicable laws of the Czech Republic and, in addition, the invoice must contain:
- business name of the Seller, address of his seat, registered place of business, eventually his premise, and his VAT number,
 - Seller's bank connection (title and address of seller's bank, SWIFT code),

- c) Seller' s number of bank account (also in IBAN version),
- d) business name of the Buyer, address of his seat, registered place of business, eventually his premise and his VAT number,
- e) sequence number of the invoice,
- f) date of subject of contract delivery, if this date can be determined and if it is different from date of invoice issue,
- g) date of invoice issue,
- h) quantity and kind of delivered goods,
- i) total price required to pay in currency CZK rounded to two decimal places,
- j) number and title of Contract,
- k) Declaration that the performance of the Contract is supplied for the purposes of a project "Advanced Multiscale Materials for Key Enabling Technologies", reg. number CZ.02.01.01/00/22_008/0004558 – AMULET.

and must comply with the double tax avoidance agreements, if applicable.

- 5.6 If an invoice is not issued in conformity with the payment terms stipulated by the Contract or if it does not comply with the requirements stipulated by law, the Buyer shall be entitled to return the invoice to the Seller as incomplete, or incorrectly issued, for correction or issue of a new invoice, as appropriate, within five (5) business days of the date of its delivery to the Buyer. In such a case, the Buyer shall not be in delay with the payment of the Purchase Price or part thereof and the Seller shall issue a corrected invoice with a new and identical maturity period commencing on the date of delivery of the corrected or newly issued invoice to the Buyer.

6. THE OWNERSHIP RIGHT

The ownership right to the Object of Purchase and at the same time the associated risk of damage shall pass to the Buyer upon the signature of the Handover Protocol (as defined below) by both Parties.

7. SELLER'S DUTIES

- 7.1 The Seller shall ensure that the Object of Purchase and Related Activities are in compliance with this Contract including all its Enclosures and applicable legal (e.g. safety), technical and quality norms. The Seller shall perform and document the installation of the Object of Purchase and launch experimental tests in order to verify whether the Object of Purchase is functional and meets the technical requirements.
- 7.2 The Seller shall be responsible for all expenses related to the performance of this Contract, unless this Contract stipulates otherwise.

- 7.3 The Seller is aware that the Buyer does not have premises for the storage of packaging at its disposal and, therefore, shall not store packaging of the Object of Purchase after the installation. The absence of original packaging cannot be an excuse for refusal of elimination of defects of the Object of Purchase.
- 7.4 The Seller undertakes to provide the Buyer with cooperation in the event of inspections by authorized entities in connection with the Project.

8. HANDOVER OF THE OBJECT OF PURCHASE

- 8.1 Related Activities must be performed in the presence of representative of both Parties prior to the handover and takeover of the Object of Purchase.
- 8.2 The handover procedure shall be completed by handover of the Object of Purchase. Handover Protocol shall contain the following mandatory information ("**Handover Protocol**"):
- a) identification of the Seller, Buyer and subcontractors, if there are any,
 - b) declaration of the Seller and Buyer that all Related Activities were carried out,
 - c) description of the Object of Purchase,
 - d) List of technical documentation according to Section 2.3. (c) of this Contract
 - e) Confirmation of the training according to Section 2.3. (d) of this Contract, including a list of participants and information on its extent;
 - f) Buyer's possible objections to minor defects of the Object of Purchase including the manner of and deadline for their removal, or confirm functionality and
 - g) Signatures of authorized representatives of the Buyer and the Seller, with the date indicated.
- 8.3 If the Seller does not hand over to the Buyer all above mentioned documents or if the Seller fails to duly carry out all Related Activities or if the Object of Purchase does not meet requirements of this Contract, the Buyer is entitled to refuse the takeover of the Object of Purchase. In such a case the Seller shall remedy the deficiencies within ten (10) working days, unless Parties agree otherwise. The Buyer is entitled (but not obliged) to take over the Object of Purchase despite the above mentioned deficiencies, in particular if such deficiencies do not prevent the Buyer in the proper operation of the Object of Purchase. In such a case the Seller and the Buyer shall list the deficiencies in the Handover Protocol, including the manner and the date of their removal (remedy). If the Parties do not reach agreement in the Handover Protocol regarding the date of the removal or remedy, the Seller shall remove the deficiencies within ten (10) working days.
- 8.4 In case that the Seller notifies the Buyer that the Object of Purchase is eligible for handover and takeover and during the course of the handover procedure it will be ascertained that the conditions under this Contract for the signature of the Handover Protocol are not fulfilled and based on this reason the Buyer will refuse to sign the Handover Protocol, then the Seller shall reimburse the Buyer for all costs that were incurred by the Buyer due to unsuccessful handover.

9. WARRANTY

- 9.1 The Seller shall provide a warranty of quality of the Object of Purchase for the period of 36 months. If on the warranty list or other document is the warranty period of longer duration, then this longer warranty period shall have priority over the period stated in this Contract.
- 9.2 The warranty period shall begin on the day of the signature of the Handover Protocol by both Parties. If the Handover Protocol lists any deficiencies, the warranty period shall begin on the day, which follows the day, in which the last deficiency was removed.
- 9.3 The Seller shall remove defects that occur during the warranty period free of charge and in the terms stipulated in this Contract. The Seller undertakes to provide free service through authorized technicians at the place of delivery to the extent specified by the Object of Purchase manufacturer and by the Contract for the entire warranty period according to this Contract, including repairs, delivery of spare parts, transport and work of an authorized service technician.
- 9.4 If the Buyer discovers a defect of the Object of Purchase during the warranty period, the Buyer shall notify the Seller to remove such defect using the following e-mail address: The Seller shall confirm in writing the receipt of the warranty claim within 72 hours from its receipt.
- 9.5 The Seller shall be obliged to review any warranty claim within 48 hours (within business days) from its receipt. If the nature of the defect claimed requires an authorised technician to deal with it, this person must be present at the relevant place of delivery within 120 hours from receipt of the above-mentioned warranty claim. All the above shall remain in force unless agreed otherwise by the Parties.
- 9.6 The Seller shall be obliged to remove any claimed defect within 30 business days from the receipt of warranty claim, unless Parties agree otherwise (e.g. replacement of special parts). In case of a defect that could not be repaired directly on-site, an equivalent part will be provided by the Seller to keep the Object of Purchase fully operational until it is fully repaired using the repaired part / a new part.
- 9.7 Parties shall execute a protocol on the removal of the defect, which shall contain the description of the defect and the Buyer's confirmation that the defect was removed. The repaired part (component) shall be subject to a new warranty term in accordance with Section 9.1 which commences to run on the day following the date when the protocol on the removal of the defect was executed. The warranty period shall be extended by a period of time that elapses between the notification of the defect until its removal. If Object of Purchase has defects, due to which it cannot be demonstrably used in full for more than 60 days (period of defects) during six or less consecutive months of the warranty period, the Seller is obliged to deliver new part of Object of Purchase without defects within 100 days after being requested to do so in writing, unless the Parties agree otherwise.
- 9.8 In case that the Seller does not remove the defect within stipulated time or if the Seller refuses to remove the defect, then the Buyer is entitled to remove the defect at his own costs and the Seller shall reimburse these costs within 10 days after the Buyer's request to do so.
- 9.9 The warranty does not cover defects caused by unprofessional manipulation or by the failure to follow Seller's instructions for the operation and maintenance of the Object of Purchase.

10. POST-WARRANTY SERVICE

- 10.1 At the Buyer's request, the Seller shall secure paid post-guarantee servicing, including the procurement of replacement components, during a period lasting no less than 5 (in words: five) years after the last day of the guarantee period, where the Seller shall do so within the time limits laid down in Article 9. The provisions of Article 9 and Article 12 of this Contract pertaining to the repair of defects and liability for a failure to repair defects shall apply to post-guarantee servicing on a mutatis mutandis basis, unless otherwise agreed by the Parties. The provision of post-guarantee servicing by the Seller is agreed as non-exclusive, where the Buyer reserves the right to procure post-guarantee servicing from third parties, whereupon the Seller shall have no right to levy any penalties in connection therewith.

11. DECLARATIONS AND WARRANTIES OF THE SELLER

- 11.1 The Seller declares and warrants to the Buyer that
- a) has all the professional qualifications necessary for the proper performance of this Contract,
 - b) is fully authorized to perform this Contract, and
 - c) there are no impediments on the part of the Seller which would prevent it from properly performing this Contract.

12. PENALTIES

- 12.1 The Buyer shall be entitled to a contractual penalty in the amount of 0.1 % of the Purchase Price for each commenced day of delay with the performance pursuant to the relevant part of Section 4.1. hereof.
- 12.2 The Buyer shall be entitled to a contractual penalty in the amount of 0.05 % of the Purchase Price for each commenced day of delay with the performance pursuant to Section 9.5. hereof and with the removal of defects claimed within the warranty period pursuant to Section 9.6 and 9.7. hereof.
- 12.3 The Seller shall pay contractual penalties within thirty (30) days of receipt of the demand for payment. The conclusion of contractual penalties shall not affect the right of the Buyer to compensation for damages even to the extent that such damages exceed the contractual penalty.
- 12.4 The total amount of contractual penalties that the Buyer is entitled to claim shall not exceed 30 % of the Purchase Price.
- 12.5 The Buyer is entitled to unilaterally set off claims arising from the contractual penalties against the claim of the Seller for the payment of the Purchase Price.

13. TERMINATION, RIGHT OF WITHDRAWAL

- 13.1. This Contract may be terminated early by agreement of the Parties or withdrawal from the Contract on the grounds stipulated by law or in the Contract. The Buyer is entitled to withdraw from this Contract without any penalties, if any of the following events:
- a) the Seller is in delay with the delivery of the Object of Purchase longer than 2 months after the date pursuant to Section 4.1 hereof.

- b) The Seller is more than 4 weeks in delay with the removal of Object of Purchase defects listed in the list of detected defects of the Handover Protocol according to Section 8.3.
- c) The technical parameters or other conditions set out in the technical specifications defined in Enclosure No. 1 to this Contract and in the relevant applicable technical standards will not be met by the Object of Purchase at handover.
- d) the insolvency proceeding is initiated against the Seller; or
- e) the Seller in its bid for the Public Contract has provided information or documents that do not correspond to the reality and that had or could have influenced the outcome of the simplified awarding procedure that preceded the conclusion of this Contract.

13.2. The Seller is entitled to withdraw from the Contract in the event of the Buyer is in default with the payment for more than 1 month except of the cases if the Buyer refused an invoice due to defect on the Object of Purchase or its part or due to the breach of the Contract by the Seller.

14. REPRESENTATIVES OF THE PARTIES

14.1 The Seller authorized the following representatives for the communication with the Buyer:

Name:
E-mail:
Tel.:

14.2 The Buyer authorized following representatives for the communication with the Seller:

Name:
E-mail:
Tel.:

15. FORCE MAJEURE

15.1 "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that that party proves:

- a) that such impediment is beyond its reasonable control; and
- b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
- c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

15.2 In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions a) and (b) under paragraph 15.1. of this Contract:

- a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;

- b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
- c) currency and trade restriction, embargo, sanction;
- d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalization;
- e) plague, epidemic, natural disaster or extreme natural event;
- f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
- g) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

15.3 A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

16. FINAL PROVISIONS, DISPUTES

- 16.1 This Contract is governed by the laws of the Czech Republic, in particular by the Civil Code (Act. No 89/2012 Coll., Civil Code, as amended).
- 16.2 All disputes arising out of this Contract or out of legal relations connected with this Contract shall be preferable settled by a mutual negotiation. In case that any dispute is not settled within sixty (60) days, such dispute shall be resolved by a competent court of the Czech Republic upon a legal action brought by either Party; the competent court shall be determined by the location of the registered office of the Buyer. Disputes shall be settled exclusively under the law of the Czech Republic.
- 16.3 The Seller is not entitled to set off any of its claims or his debtor's claims against the Buyer's claims. The Seller is not entitled to transfer its claims against Buyer that arose on the basis or in connection with this Contract on third parties. The Seller is not entitled to transfer rights and duties from this Contract or its part on third parties.
- 16.4 This Contract may be amended or supplemented solely by written amendments.
- 16.5 If any of provisions of this Contract are invalid or ineffective, the Parties are bound to change this Contract in such a way that the invalid or ineffective provision is replaced by a new provision that is valid and effective and to the maximum possible extent correspond to the original invalid or ineffective provision.

- 16.6 If any Party breaches any duty under this Contract and knows or should have known about such breach, it shall notify it to the other Party and shall warn such Party of possible consequences of the breach.
- 16.7 This Contract has been written in two equally binding counterparts, one for each Party. If is signed in electronic form, this Contract is executed in one counterpart signed electronically by both of the Parties.
- 16.8 The Parties expressly agree that this Contract will be published in accordance with Act No. 340/2015 Coll. on special conditions for the effectiveness of some contracts, publication of these contracts and Contract Register, as amended. The Parties hereby declare that all information contained in the Contract and its Enclosures is not considered trade secrets under § 504 of the Civil Code and grant permission for their disclosure without setting any additional conditions. This Contract becomes effective as of the day of its publication in the Contract Register, which shall be provided by the Buyer.

Enclosures:

1. Technical specifications
2. Affidavit of commitment to comply with the principles of socially responsible procurement and environmentally responsible procurement.

IN WITNESS WHEREOF attach Parties their signatures:

Buyer

Signature:

Name: doc. Ing. Pavel Peterka, Ph.D.

Title: Director

Date:

Seller

Signature:

Name: Ing. Peter Barath, Ph.D., Ing. Bernhard Moser

Title: CEO Metrohm Česká republika s.r.o.

Enclosure No. 1

Technical specifications

Minimal technical specifications

The Contracting Authority for the below-threshold public contract for supplies awarded in the form of simplified awarding procedure with the name "Scanning Electrochemical Microscope" has specified a range of required values in column 'B' for the requirements listed below. The parameters so specified must be met, i.e. the equipment offered must meet at least this range (a wider range is acceptable if it covers this range). The Bidder is obliged to complete column C and to indicate whether the offered equipment meets the given requirement and to write the parameters of his offered equipment (if required).

Scanning Electrochemical Microscope

A – No. of requirement	B - Description of requirement	C - The seller is obliged to provide whether his offered equipment fulfills the requirement or not, to write the parameters of his offered equipment, and to insert a specific reference to the technical specification of his offered equipment
1.	Modular potentiostat	Yes Metrohm Autolab AUT302
1.2.	Measurements can be performed in two-, three- and four-electrode configurations	Yes
1.3.	Range Working potential (voltage) min. ± 10 V ,	+/- 10V
1.4.	Range compliance voltage min. ± 30 V	Yes +/- 30V
1.5.	Resolution of measured potential: ≤ 0.3 μV	0.3 μ V
1.6.	Potential scan rate: ≥ 1000 V/s	1000 V/s

1.7.	Range of current min. $\pm 2\text{A}$	$\pm 2\text{A}$
1.8.	Current resolution (at 1A) $\leq 10\text{ nA}$	10 nA
1.9.	Module for measuring low currents with a minimal current range of 100pA – 100μA and current resolution of 300 aA or better	Yes ECD module
1.10.	Module for biotensiostatic experiments. For connecting two working electrodes that share the same reference and auxiliary electrode.	Yes BA module
1.11.	The device has an integrated display showing the current value of current/voltage and the selected current range.	Yes
1.12.	A rotating disk electrode can be connected to the potentiostat and fully controlled in software.	Yes

2.	Scanning Electrochemical Microscopy System (SECM)	Yes Sensolytics Base SECM
2.1.	Basic sliding system allowing movement in all three directions (x,y,z) within a range $\geq 25\text{mm}$ in each direction	25x25x25 mm
2.2.	Sliding system resolution according to 2.1. $\leq 50\text{nm}$	20 nm
2.3.	Advance sliding system allowing movement in all three directions (x,y,z) within a range $\geq 100\text{ }\mu\text{m}$ in each direction	100 μm Option High-Res
2.4.	Advance Sliding system resolution according to 2.3. $\leq 1\text{nm}$	1 nm Option High-Res
2.5.	Complete measuring cell with extensions to accommodate different sample heights and with an adjustable base plate for manual tilt compensation.	Yes
2.6.	The cell according to 2.5. includes an auxiliary and reference electrode.	Yes

3.	The delivery includes a set for "pipette-based" techniques (SECCM and SICM).	Yes
4.	Delivery includes control computer and control software.	Yes

Enclosure No. 2

Affidavit of commitment to comply with the principles of socially responsible procurement and environmentally responsible procurement.

**AFFIDAVIT OF COMMITMENT TO COMPLY WITH THE PRINCIPLES OF SOCIALLY RESPONSIBLE
PROCUREMENT AND ENVIRONMENTALLY RESPONSIBLE PROCUREMENT**

Public Contract name
Scanning Electrochemical Microscope

Name (incl. legal form)	Metrohm Česká republika s.r.o.
Registered Office:	Na Harfě 935/5c 190 00 Praha 9 Česká republika
Business ID:	28984781
Authorized Representative:	Ing. Peter Barath, Ph.D. Ing. Bernhard Moser

hereinafter the "Bidder"

The Bidder undertakes to:

- a) ensure compliance with all labour law regulations (related to working hours, rest periods etc.), as well as employment and health and safety regulations throughout the duration of the contractual relationship established on the basis of this Public Contract, for all persons involved in the performance of the Contract and
- b) ensure compliance with environmental legislation consistent with environmental policy objectives relating to climate change, use of resources and sustainable consumption and production. The Bidder must therefore take all measures that can reasonably be required to protect the environment and reduce the damage caused by noise and other activities.