

PURCHASE CONTRACT

concluded on the basis of § 2079 et seq. of Act No. 89/2012 Coll. of the Czech Republic, The Civil Code, as amended

(hereinafter referred to as the "Contract")

COMPANY **Delfi Medical Innovations Inc.**
Seat: 106 - 1099 West 8th Avenue, Vancouver, BC, V6H 1C3 Canada
Represented by: Gaby Merner, Manager Market Development
GST no.: 89467 4258
Bank:

Account no.:
SWIFT:
IBAN:
Contact person:

(hereinafter referred to as the "**Seller** ")

and

Masaryk University
Seat: Žerotínovo náměstí 617/9, 601 77 Brno, Czech Republic
Faculty of Medicine
On address: Kamenice 753/5, 625 00 Brno-Bohunice, Czech Republic
Represented by: prof. MUDr. Martin Repko, Ph.D., dean of the Faculty of Medicine, Masaryk University
ID no.: 00216224
VAT no.: CZ00216224
Contact person:

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

(Seller and Buyer are referred to also as the "Contracting Parties" or separately each the "Contracting Party")

have entered on the day, month and year as below into the following

I. The subject of the Contract

- (1) By signing this Contract, the Seller undertakes to deliver to the Buyer the given goods and to allow the Buyer to obtain the ownership right to the goods. The Buyer undertakes to accept the goods and to pay the Seller the agreed purchase price.
- (2) The Seller undertakes to deliver the following goods to the Buyer on the basis of this Contract — Personalized tourniquet systems for Blood flow restriction — (hereinafter referred to as "goods") in the scope and quality, which is given in Appendix No.1 to this Contract – Seller's offer.
- (3) The subject of the goods delivery includes transportation to the place of performance and:
 - a. training of the employee of the Buyer to operate the device (can be done by means of remote communication).
 - b. delivery of user documentation and manuals in an electronic form on a physical data carrier In the Czech or English language,
 - c. provide necessary assistance related to installation and the setup of the goods.
- (4) The Seller further undertakes to supply the Buyer with the complete documentation relating to the goods that are necessary for the handling of the goods and for their operation, or required by applicable generally binding legal regulations and the Czech and European standards, technical documentation, instructions for maintenance, service books, warranty cards, etc.
- (5) The delivered goods will be new and not refurbished.
- (6) The Contracting parties undertake to take any legal action affecting the obligations hereof only through the aforementioned contact persons. Any action taken by other persons shall not be legally effective unless these contact persons are introduced to the other party by the persons mentioned above.
- (7) The Seller shall ensure the legal employment of persons within the performance of the Contract and shall ensure fair and decent working conditions for the employees participating in the performance of the Contract. Fair and decent working conditions are those working conditions that meet at least the minimum standards set by labour and wage regulations. The Seller is obliged to ensure compliance with the requirements of this provision of the Contract with its subcontractors. Failure to fulfil the Seller's obligations under this provision of the Contract shall be considered a material breach of the Contract.
- (8) The Seller shall further ensure due and timely performance of any financial obligations towards its subcontractors, for which purpose due and timely performance shall mean full payment of invoices issued by the subcontractors for any performance rendered to the Seller for the purpose of performing this Agreement, no later than within 10 days after the receipt of the payment by the Purchaser for the respective performance (unless such invoices issued by subcontractors are payable earlier). The Seller undertakes to transfer an identical obligation to further levels of its supply chain and to bind its subcontractors to fulfil and transfer this obligation to lower levels of the supply chain as well. The Purchaser is entitled to request the submission of documents evidencing the payments remitted to subcontractors and of appropriate agreements concluded between the Seller and its subcontractors, and the Seller shall be obliged to present such documents without delay. A failure to fulfil the Seller's obligations under this provision shall be classified as a material breach of the Agreement.

- (9) The Seller shall further ensure minimizing of environmental impacts due to the performance of this Agreement, in particular by means of waste separation, saving energy, and respecting the sustainability or potential of the circular economy.

II.

Purchase Price – Terms of Payment

- (1) Contracting Parties have agreed that the purchase price of the goods will be set to **6490 USD** excluding VAT (hereinafter referred to as the "Purchase Price "). The Purchase Price includes the price of the goods, their delivery and other obligations of the Seller described in this Contract.
- Itemized budget of the purchase price is given in Appendix No.1 to this Contract.
- (2) The Purchase Price shall be paid on the basis of an invoice issued by the Seller, who is entitled to invoice the Purchase Price after the signature of the protocol of handover of the goods.
- (3) The invoice must have the particulars of a tax document according to generally binding legal regulations of the Czech Republic.
- (4) The invoice is due within 30 days of its delivery to the Buyer.
- (5) If the invoice does not contain the required particulars (or will contain incorrect data), the Buyer is entitled to return such invoice to the Seller. Invoices must be returned by their due date. After this return, the Seller is obliged to issue a new invoice with the correct particulars. Until a new invoice is issued with a new due date, the Buyer is not in delay with the payment of the relevant invoice. The maturity of a newly issued perfect invoice is also 30 days from its delivery to the Buyer.
- (6) If the Buyer fails to pay the Purchase Price in time, the Seller shall have the right to default interest at the rate of 0,05 % of the outstanding amount for each day of default.

III.

Time and Place of Performance, Shipment, Packaging, Passing of Risk

- (1) The Seller fulfils his obligation to deliver the goods when the goods shall be transported to the place of performance, which is the **Hospital Bohunice, Jihlavská 20 street, 625 00 Brno, building G**, the exact floor and room will be specified with the contact person (hereinafter "Place of performance"). The goods shall be packed in a manner adequate to protect the goods.
- (2) The Seller shall deliver the Goods to the Place of performance set out by the previous paragraph within **60 days** after the effectiveness of this Contract.
- (3) The Seller shall notify the Buyer that the goods have been dispatched via an e-mail sent to the e-mail address of the Buyer's contact person without undue delay.
- (4) Passing of the risk onto the Buyer takes place with the handover of the goods after the goods are assembled and installed at the Place of performance. If handover is delayed for reasons the Buyer is accountable for, the passing of the risk onto the Buyer takes place on the day when the goods are prepared for handover, and the Seller have notified the Buyer of that fact.

IV. Liability for Defects

- (1) The Buyer is entitled to apply the right from the defect that of the goods within **twenty-four** months of receipt.
- (2) The costs arising from the usual operational wear of the components of the goods shall be borne by the Buyer. Replacement of those parts that are subject to normal operational wear and tear resulting from the use of the goods are considered to be such costs.
- (3) A prerequisite to Buyer's claims arising from defective goods shall be that the Buyer has properly fulfilled the requirement to inspect and give notice of defects to the Seller within the time period set in par. 1 of this article.
- (4) If there is a defect of the goods, the Seller shall first try to solve the problem through remote communication. As far as the goods are defective, the Seller shall provide a remedy either in the form of removal of the defect or by way of delivery of new faultless goods. In case of a notice of defect by the Buyer which proves legitimate, the Seller shall be bound to bear all expenses incurred for the purpose of removing the defect, particularly transport, travel, labour and material costs, in as far as these are not increased on account of the goods having been transported to a location other than the place of designated use according to the Contract.
- (5) If the subsequent performance of the Contract should be unsuccessful, then the Buyer is entitled to choose to demand either withdrawal from the Contract or an appropriate reduction of the Purchase Price.
- (6) The period of limitation for recourse in the case of delay in delivery according remains unaffected; it shall be five years from the delivery of the defective goods.
- (7) The Seller undertakes to provide the Buyer with service of the goods for at least five years after the expiry of the warranty period stipulated in paragraph 1 of this Article. The price of this service will be governed by the terms and conditions and the valid pricelist of the Seller.

V. Liability, Limitation of Liability

- (1) The liability of the Seller for damages, regardless on which legal grounds such claims may be based, particularly but not limited to the impossibility of performance, default, defective or wrong delivery, breach of Contract, culpa in contrahendo or tort, shall be limited according to the stipulations of this article.
- (2) The Seller shall not be liable for any damages or losses in cases of slight negligence unless the negligence takes place in regard to essential contractual duties. Such essential duties inter alia are: timely delivery; the absence of such defects which significantly affect its usability; core information obligations to protect the customer from damages.
- (3) This limitation of liability shall also apply to the executives, legal representatives, employees and agents of the Seller.

- (4) The limitations of liability in this article do not apply in cases of willful intent, express guarantees, personal bodily harm or death or for claims based on the Product Liability.

**VI.
Title Retention**

- (1) The Seller reserves the right of ownership of the goods until receipt of all payments as set by this Contract.
- (2) Until full transfer of ownership to the Buyer, the Buyer is obligated to treat the goods with due care.

**VII.
Applicable Law, Place of Jurisdiction**

- (1) If the Seller is based in a different country than the Buyer; the United Nations Convention on Contracts for the International Sale of Goods (CISG, as of April 11, 1980) shall not apply.
- (2) The place of business of the Buyer shall be the venue of jurisdiction. This Contract is governed by Czech law.

**VIII.
Final Provisions**

- (1) Contracting Parties acknowledge that the Buyer is an obligated subject under Act no. 340/2015 Coll. of the Czech Republic on special conditions for the effectiveness of some contracts, the disclosure of these contracts and the Registry of contracts (Act on the Registry of contracts). Parties declare that they agree that the Contract and all its amendments will be published by the Buyer in the Register of contracts under the conditions of the Act on the Register of contracts.
- (2) Contracting Parties declare that the confidential parts of the Contract and its amendments will not be published in the Register of contracts. If Parties will not disclose the Contract or its parts in the Register of contracts under the Act on the Register of contracts, they are pursuing the mutual protection of legitimate interests.
- (3) This Contract shall enter into force and shall take effect on the day of its publication in the Register of Contracts.
- (4) The Contracting Parties hereby agree that entering into this Contract and performing obligations under this Contract have been duly approved by the relevant bodies of the Contracting Parties in compliance with legal regulations, by-laws and other internal regulations of the Contracting Parties; and no other approval or consent shall be required.
- (5) The Contracting Parties agree to respect the legitimate interests of the other Party, shall conduct in accordance with the purpose of this Contract and shall not counteract such purpose, and they shall perform all legal and other actions that may prove necessary to reach the purpose of this Contract.
- (6) All documents in writing shall be mailed at the address of the Contracting Parties set forth in the heading of this Contract unless either of the Contracting Parties shall give written notice to the other

Party on changing its address. Whatever papers the delivery of which is required, assumed or is made available by this Contract and regardless of any other available way allowed by the legal regulations to prove such a delivery, shall be deemed to have been served if such had been delivered to the other Contracting Party at the address set forth in the heading of this Contract or at the address noticed in written form by either Contracting Party to the other Party.

- (7) Any changes and amendments to this Contract shall require a written form.
- (8) If any provision of this Contract is determined to be invalid or unenforceable, the validity or enforceability of the other provisions of either of this Contract as neither a whole nor other provisions will be affected unless such an invalid or unenforceable provision is severable. Contracting Parties hereby agree to supersede such an invalid or unenforceable provision with a new valid and enforceable provision that most closely matches the original provision's intent and purpose.
- (9) This Contract may be concluded electronically, with the electronic signature of the Contracting Parties replacing the handwritten signature. If the Contract is concluded electronically, it is concluded in one original signed by electronic signature of the contracting parties.

Done in Brno on

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On behalf of the Buyer

Done in **Vancouver** on

Gaby Merner
Manager, Market Development
Delfi Medical Innovations Inc.

1. Appendix No. 1 – Seller’s offer



Delfi Medical Innovations Inc.
108 - 1099 West 8th Avenue, Vancouver, BC, V6H 1C3 Canada



Company: University Hospital Brno
Address: Jihlavská 20, CZ - 602 00 BRNO
Czech Republic
IČO (business ID): 65269705, VAT No.: CZ/65269705
Phone: [Redacted]
Email: [Redacted]

Proforma GM112124-02

Date: November 21, 2024

DELFI REPRESENTATIVE



NOTES



CONTRACT/ PO NUMBER		SHIP VIA	FOB	TERMS	
		FedEx	ORIGIN	WIRE PREPAID	
QTY	PART NO.	DESCRIPTION	UNIT OF MEASURE	PRICE (USD)	LINE TOTAL
1	9-2200-200BFR_M	PTS BFR Tourniquet Instrument & Cuff Set - Includes one of each: 9-2200-001BFR, 9-7555-018, 9-7555-024, 9-7555-034 and 9-2200-300.	Set	[Redacted]	[Redacted]
		9-2200-001BFR_M - PTS BFR Tourniquet Instrument, single channel, single port, includes one power supply, one rechargeable battery, one mount bracket, and one single hose			
		9-7555-018 - PTS BFR Easi-Fit 18" Tourniquet Cuff, reusable, single port, single bladder, (4.5" x 18"). Includes one MLPS			
		9-7555-024 - PTS BFR Easi-Fit 24" Tourniquet Cuff, reusable, single port, single bladder, (4.5" x 24"). Includes one MLPS			
		9-7555-034 - PTS BFR Easi-Fit 34" Tourniquet Cuff, reusable, single port, single bladder, (4.5" x 34"). Includes one MLPS			
		9-2200-300 - BFR System Carrying Case - black, with strap. Includes instrument case & cuff pouch			
1	9-7955-300	MPLS Single Patient Multiple-Use, for Easi-Fit BFR reusable cuffs (Multipack - 4 each 18"/24"/34")	12/box		
1	9-2200-550	PTS Roll Stand with Basket for PTS BFR System	1/ ea		
1	9-7555-044	Easi-Fit BFR 44" Tourniquet Cuff, reusable, single port, single bladder, (4.5" x 44") BROWN trim	1/ ea		
1	9-7955-044	MPLS Single Patient Multiple-Use, for Easi-Fit BFR 44" reusable cuff	5/box		
1	TRAINING DELFI	Delfi Online BFR Competency Course (One included with purchase of system. Additional can be purchased for \$100 each).	1/ea	[Redacted]	[Redacted]
2	TRAINING DELFI	Delfi Online BFR Competency Course (One included with purchase of system. Additional can be purchased for \$100 each).	1/ea		
		VAT and DUTIES to be paid by customer. Only shipping included in this quote.			

This is a quotation on the goods named, subject to the conditions noted below:
A 20% restocking fee may apply for returned product. Customer is responsible for any customs or duty charges.

To accept this quotation, please sign here and return  Thank you for the opportunity to provide you with a quote!

SUBTOTAL	[Redacted]
SHIPPING	
TOTAL USD	\$ 6,490.00

