

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"), as amended, 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
Headquarters address of the Brno University of Technology: Antonínská 548/1, 602 00 Brno
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

Buyer's contact person for contractual matters:

xxx

Address for sending electronic invoices: xxx

and

THE SELLER

Name: MagnebotiX AG
Seat: Ruetistrasse 14, 8952 Schlieren, Switzerland
Registration in the Commercial Register: Handelsregisteramt des Kantons Zuerich
Represented by: Dr. David SARGENT, CEO MagnebotiX AG
Id. No.: CHE-400.110.406
Tax Id. No.: CHE-400.110.406-MWST

Bank details: Zürcher Kantonalbank, Postfach, 8010 Zürich

Account holder: xxx

Account-No.:

IBAN

BIC (SWIFT)

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 optoelectromagnetic generator *MagnebotiX AG OctoMag v.2.*

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 and further in the Seller's offer submitted to the public tender called "Optoelektromagnetický generátor pro sběr/degradaci mikroplastů / Optoelectromagnetic generator for microplastics collection/degradation". The terms and conditions of the said public tender are further available under ID 3143 on the website <https://tenderarena.czhttps://tenderarena.cz/dodavatel/zakazka/783577>.

- 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, including unloading from the vehicle and placing the Subject of the Purchase at the designated location, whereby the Buyer reserves the right to specify the designated location within the place of performance;

b) assemble and install the Subject of the Purchase at the place of performance, including the connection to the sources of the necessary wiring, the material necessary for the assembly and installation is included in the Purchase price, the Buyer is responsible for the connection of all utilities at the place of performance;

c) put the Subject of the Purchase into a fully functional and operational state at the place of performance, including the installation and commissioning of the software;

d) demonstrate the operation of the Subject of the Purchase and to verify the parameters required by the Buyer. The result of the verification shall be part of the handover protocol. The result of the verification must show that the Purchased Item is fit for its purpose. In the case of calibratable components of the Subject of the Purchase, these components shall be delivered with a calibration certificate;

e) properly acquaint and train the operators of the equipment constituting the Subject of the Purchase and train them so that they are able to handle and use the Subject of the Purchase properly without any complications, the training shall be carried out in the English language

f) 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;

g) make the operator of the equipment familiar with the maintenance of the Subject of the Purchase;

h) 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;

i) submit inventories of individual items of the Subject of the Purchase;

j) 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;

- k) during the period of the quality warranty, the service personnel shall be able to communicate in English with the Buyer's users.

II. PURCHASE PRICE

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

Purchase price excl. VAT	112,300 CHF *
Amount of VAT in CZK	FOREIGN SUPPLIER *
Purchase price incl. VAT	112,300 CHF *

**In case of a foreign supplier or a non-payer of VAT, the price including VAT will be the same as the price exclusive of VAT, and in the VAT amount line will appear- VAT non-payer or Foreign supplier.*

** 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 tax documents due date is 30 days from the date of their delivery to the Buyer.
- 4) The Seller acknowledges that
- a) the Subject of the Purchase will be paid from the grant funds provided for the implementation of the project *GACR EXPRO 2025, Smart micro- and nanorobots for water purification*, and that
 - b) the tax document must indicate financing of the project to which the Subject of the Purchase related, i.e. reg. no. 25-15484X.

III. PLACE AND TIME OF PERFORMANCE

- 1) The Seller undertakes to hand over to the Buyer the above mentioned Subject of the Purchase no later **than 4 months** from the effective date of the Contract.
- 2) The Seller shall fulfill 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 1 month) that it intends to transport and/or 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 B, 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 protocol of transport of the Subject of Purchase and 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 **24 months** from the date on which the Subject of the Purchase was accepted by the Buyer as faultless.

- 2) If a longer warranty period is stated for any part of the Subject of the Purchase in the warranty certificate or other warranty declaration, this longer warranty period shall apply. The Seller shall have obligations for defective performance at least to the extent which the obligations of defective performance of the manufacturer of the Subject of the Purchase continue.
- 3) During the warranty period, the Seller is obliged to carry out all service and preventive inspections, inspections of the electrical equipment, safety and technical inspections and other examinations, services, inspections and maintenance, checks, etc. required by the legislation in force.
- 4) Shall the Subject of the Purchase have any defects, these shall be dealt with in accordance with the provisions set out in Article V. of GPC, unless otherwise demonstrably agreed between the Seller and the Buyer in accordance with Article XII. of GPC and within the meaning of Act No. 134/2016 Coll., on Public Procurement, as amended (hereinafter referred to as the "PPA").

V. INSURANCE

The Seller agrees that for the entire duration of its obligations under the Contract (i.e. until the end of the warranty period for any part of the Subject of the Purchase, including the fulfillment of its duties arising from any defects claimed by the Buyer under the warranty) to have an insurance contract, the subject of which will be the insurance of the Seller's liability for damages incurred by the Buyer or third parties on their property in connection with the performance of the Contract as a result of the Seller's activities in case of causing damage, with a limit of insurance benefits of at least CZK 3,000,000.-- (in words: three million) or the equivalent in another currency. The liability insurance shall also include the obligation to compensate for a damage or an injury caused by a defective product or defective work. The Seller undertakes to present this insurance policy to the Buyer's contact person for inspection at any time upon request. Failure to comply with the obligations under this provision shall constitute a significant breach of the Contract.

VI. 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 VI. 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 commencement of the tender procedure on the basis of which this Contract is concluded (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. The aforementioned does not exclude the reserved possibility of changing the Seller in the course of performance under this Contract in accordance with Section 100(2) of the PPA.
- 4) The Seller agrees to tolerate the publication of this Contract including any amendments by the Buyer in accordance with Section 219 of the PPA.

- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) This Contract shall be concluded by electronic means by each party to the contract affixing its recognised electronic signature, unless it is concluded in four counterparts, of which each party shall receive two.
- 10) 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

In Schlieren, Switzerland

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

.....
Dr. David Sargent
CEO MagnebotiX AG
for the Seller

Příloha č. 1 – Technická specifikace Předmětu smlouvy

Annex no 1 – Technical description of the Subject of the Purchase

Veřejná zakázka: Optoelectromagnetic generator for microplastics collection/degradation

Public tender: Optoelectromagnetic generator for microplastics collection/degradation

Tato specifikace spolu s dalšími zadávacími podmínkami určuje minimální požadavky zadavatele na předmět zakázky, dodavatel doplní obchodní názvy nabízeného zboží a příloží do nabídky technický popis, přičemž všechny požadavky uvedené v zadávacích podmínkách musí být splněny a být zahrnuty v nabídkové ceně.

Z této přílohy či dalších příloh musí být bez jakýchkoli pochyb zřejmé jaký konkrétní výrobek/výrobky a v jakém provedení jsou nabízeny.

Datasheety či jiná technická dokumentace budou předloženy nejpozději na výzvu zadavatele.

V případě, že nabízené zařízení nesplní minimální požadovanou hodnotu, jedná se o nesplnění technického požadavku a nabídka bude ze zadávacího řízení vyřazena.

This specification, together with the other tender conditions, sets out the minimum requirements of the Contracting Authority for the Subject of the Contract, the Supplier shall add the trade names of the goods offered and include a technical description in the tender, all the requirements set out in the tender conditions must be met and be included in the tender price.

This annex or other annexes must make it clear beyond any doubt what specific product(s) and design(s) are offered.

Datasheets or other technical documentation shall be submitted at the latest on request of the Contracting Authority.

In the event that the equipment offered does not meet the minimum required value, it shall be deemed not to meet the technical requirement and the tender will be excluded from the tender procedure.

č. řádku/ line no.	popis parametru	parameter description	minimální požadovaná hodnota/ minimum required value	nabídka dodavatele/supplier's offer
1	Optoelectromagnetic generator	<i>Optoelectromagnetic generator</i>	Dodavatel uvede výrobce a model/ <i>Supplier specifies a model and serial number</i>	OctoMag, s/n 2025200M01
2	Maximální výkon	<i>Maximal Power</i>	2,1 W	2,1 kW
3	Průměrný pracovní objem	<i>Working Volume - average</i>	5 cm	5cm diameter
4	Maximální výstupní napětí	<i>Maximal Output Voltage</i>	96 VDC	96 VDC
5	Input Voltage	<i>Input Voltage</i>	120-240 VAC	100-240 VAC
6	Rozměry	<i>Dimensions</i>	max. 55 x 55x 105 cm	55 x 55 x 105cm
7	Váha	<i>Weight</i>	max. 140 kg	140 kg
8	Počet kanálů	<i>Number of channels</i>	min. 8	8
9	Napětí na jeden kanál	<i>Voltage per channel</i>	alespoň 18 A pro každý kanál/ <i>at least 18 A for each channel</i>	18 A per channel
Magnetické pole - bez zohlednění gradientů/Magnetic field (ignoring gradients)				
10	Magnetické pole aplikovatelné v libovolném směru	<i>Magnetic field that can be applied in any direction</i>	≥ 80 mT	≥ 80 mT
11	Maximální velikost magnetické pole aplikovaná v optimálním směru	<i>Maximal magnetic field magnitude that can be applied in the best direction</i>	150mT	150 mT
Magnetické pole s gradientem nastaveným na 0 T/m/Magnetic field with gradient set to 0 T/m				
12	Magnetické pole aplikovatelné v libovolném směru	<i>Magnetic field magnitude that can be applied in any direction</i>	≥ 50 mT	≥ 50 mT
13	Maximální velikost magnetické pole aplikovaná v optimálním směru	<i>Maximal magnetic field magnitude that can be applied in the best direction</i>	120mT	120mT
Rotující magnetické pole/Rotating magnetic field				
14	Mezní frekvence při magnetické indukci	<i>Cut-off frequency at a magnetic field strength of 20 mT</i>	zaručená minimální hodnota 20mT: 5 Hz/ <i>guaranteed minimum value 20mT: 5 Hz</i>	5 Hz at 20 mT
Magnetický gradient/Magnetic gradient				
15	Velikost magnetického gradientu aplikovatelného v libovolném směru	<i>Magnetic gradient magnitude that can be applied in any direction</i>	≥ 0,9T/m	≥ 0,9T/m
16	Maximální velikost magnetického gradientu aplikovatelná v optimálním směru	<i>Maximal magnetic gradient magnitude that can be applied in the best direction</i>	3,5 T/m	3,5 T/m
17	Zařízení musí poskytovat 5stupňovou kontrolu (5-DOF) magnetického pole: 3-DOF pro pozici. 2-DOF pro orientaci (nasměrování).	<i>The device must provide 5-degree-of-freedom (5-DOF) magnetic field control: 3-DOF for position. 2-DOF for orientation (direction).</i>	požadováno/ <i>required</i>	Yes
18	Zařízení musí umožňovat provoz ve větším pracovním objemu, vhodném pro experimentální manipulace s mikro- a milimetrovými objekty	<i>The device must allow operation in a larger working volume, suitable for experimental manipulation with micro- and millimeter-scale objects</i>	Ano/ <i>Yes</i>	Yes
19	Možnost nezávislé aplikace sil a točivých momentů na magnetické materiály v měřítku mikrometrů až milimetrů.	<i>Possibility of independent application of forces and torques to magnetic materials on a micrometer to millimeter scale</i>	Ano/ <i>Yes</i>	Yes
20	Zařízení musí být schopné uzavřené smyčky řízení pohybu mikroobjektů ve 3D prostoru.	<i>The device must support closed-loop control of micro-object movement in 3D space</i>	požadováno/ <i>required</i>	Yes
21	Součástí musí být dvojitý kamerový systém pro sledování a řízení v reálném čase.	<i>The system must include a dual-camera system for real-time tracking and control</i>	požadovány alespoň 2 kamery/ <i>required at least 2 cameras</i>	The control software accepts dual camera inputs.
22	Zařízení musí být dodáno s mobilním stojanem na kolečkách, který umožňuje snadné umístění a manipulaci v laboratoři.	<i>The device must be delivered with a mobile stand on wheels, allowing easy placement and handling in the laboratory</i>	požadováno/ <i>required</i>	Yes
23	Vnitřní jednotka cívek musí být schopna naklápění až do úhlu 45° pro usnadnění experimentálního přístupu.	<i>The internal coil unit must be capable of tilting up to 45° to facilitate experimental access</i>	požadováno/ <i>required</i>	Yes, with adapter.
24	Jednotka musí být odnímatelná ze stojanu, aby mohla být kompatibilní s běžně používanými mikroskopy Nikon a Olympus.	<i>The unit must be removable from the stand to be compatible with commonly used Nikon and Olympus microscopes.</i>	požadováno/ <i>required</i>	Microscope stands can be attached to the OctoMag frame.
25	Zařízení musí splňovat bezpečnostní normy a předpisy pro provoz v laboratořích.	<i>The device must comply with safety standards and regulations for laboratory operation</i>	požadováno/ <i>required</i>	Yes. Fully grounded.