



## PURCHASE AGREEMENT

pursuant to § 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, (*hereinafter referred to as the "CC"*)

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### I.

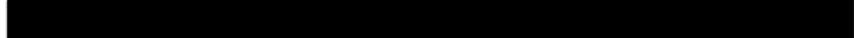
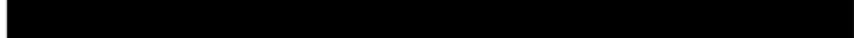
#### Contracting Parties

1) **Buyers:**

Title: **Masaryk University, Faculty of Science**  
Headquarters: **Žerotínovo nám. 617/9, 601 77 Brno**  
ID: **00216224**  
VAT: **CZ00216224**  
Represented by: **prof. RNDr. Luděk Bláha, Ph.D., Dean of the Faculty of Science**  
Correspondence address: **Kotlářská 267/2, 611 37 Brno**  
Contact persons: 

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

2) **Seller:**

Company name/name: **Protein Technologies, Inc.**  
Headquarters: **4675 South Coach Drive - Tucson, AZ 85714 USA**  
ID: **86-0521947**  
TAX ID/VAT ID: **Federal Tax ID/EIN#86052194**  
Represented by:   
Entry in the Commercial Register: **Arizona Corporation Commission No. F00514427**  
Bank connection: **JPMorgan Chase**  
IBAN:   
Correspondence address:   
Contact person: 

*(hereinafter referred to as the "Seller"; the Seller together with the Buyer also referred to as the "Parties")*

### II.

#### Purpose of the contract

- 1) The Buyer, as the contracting authority for the public contract entitled "**Peptide synthesizer II**" (*hereinafter referred to as the "Public Procurement"*), awarded in a tender procedure in accordance with Act No. 134/2016 Coll., on Public Procurement, as amended (*hereinafter referred to as the "PPA"*), has decided to select the Seller to perform the Public Procurement. The Parties enter into this Purchase Contract (*hereinafter also referred to as the "Contract"*) for the performance of the subject matter of the public procurement on the date, month and year indicated below.
- 2) The purpose of this Agreement is to acquire a new item specified in Schedule 1 to the Agreement (*hereinafter referred to as the "Item"*); if more than one item is to be acquired under this Contract, the provisions relating to



"the item" shall apply to all items to be acquired under this Contract unless expressly stated otherwise) and its installation or assembly so that it can reliably fulfil its purpose.

- 3) The item will be used to fulfil the tasks of the buyer, especially the tasks of the Institute, resulting from Act No. 111/1998 Coll., on higher education and on amending and supplementing other acts, as amended, in particular for the provision of teaching.
- 4) The buyer does not conclude the contract as an entrepreneur within the meaning of the CC.

### III.

#### Subject of the contract

- 1) The Seller undertakes to hand over to the Buyer the item which is the subject of the purchase and to allow the Buyer to acquire the ownership right to this item and to fulfil other related obligations specified in the contract. The buyer undertakes to take possession of the item and to pay the seller the purchase price.
- 2) The specification of the item, quality, workmanship and other characteristics of the item including quantity requirements are agreed in Annex 1 to the contract.
- 3) The seller's obligation to hand over the item includes i:
  - a) transport of the item to the place of its delivery, its unpacking and inspection,
  - b) the execution of installation and assembly, things so that it can reliably fulfil its purpose,
  - c) testing and verifying the correct functionality of the item,
  - d) training of the operator of the thing,
  - e) handing over attestations, certificates and declarations of conformity with the requirements of the relevant legislation or technical standards,
  - f) handing over the documents necessary for the use of the item, in particular instructions and manuals for the operation and maintenance of the item, operating manuals and other documents necessary for the operation of the item, and any other documents that otherwise relate to the item (**hereinafter referred to as "documents for the item"**) in Czech or English, in paper or electronic form,
  - g) Demonstration of the ability of the item to reliably serve its purpose.
- 4) The Seller declares that:
  - a) is the exclusive owner of the item he/she hands over to the buyer,
  - b) the item is new, i.e. not previously used, not even refurbished,
  - c) the item conforms to the contract; that is, it has the characteristics agreed between the parties and, in the absence of agreement, those characteristics described by the seller or manufacturer or expected by the buyer in view of the nature of the item and, on the basis of the advertising carried out by them, that it is fit for the purpose implied in particular by this contract, that it complies with the requirements of the law, that it is free from any other defects, including legal defects, and, if more than one item is to be delivered under this contract, that it is delivered in the appropriate quantity.
  - d) ensure the legal employment of persons in the performance of the Contract and ensure an adequate level of occupational safety and fair and dignified working conditions for workers involved in the performance of the Contract. An adequate level of occupational safety and fair and dignified working conditions means working conditions that meet at least the minimum standards set by labour and wage legislation. The Buyer shall be entitled to request the production of documents from which these obligations arise and the Seller shall be obliged to provide them to the Buyer without undue delay. The Seller shall ensure that its subcontractors also comply with the requirements of this provision of the Contract. Failure of the Seller to comply with its obligations under this provision of the Contract shall be deemed a material breach of the Contract.



- e) ensure the proper and timely performance of financial obligations to its subcontractors, where proper and timely performance is considered to be full payment of invoices issued by the subcontractor for the performance provided to the Seller to perform the obligations arising from the Contract, and always no later than 10 days after receipt of payment by the Buyer for a specific performance (unless the maturity of the invoice issued by the subcontractor has not occurred earlier). The Seller undertakes to pass on the identical obligation to other levels of the supply chain and to oblige its subcontractors to fulfil and extend this obligation also to lower levels of the supply chain. The Buyer shall be entitled to request the production of evidence of payments made to subcontractors and of the contract concluded between the Seller and the subcontractors, and the Seller shall provide it without delay. Failure of the Seller to comply with its obligations under this provision of the Contract shall be deemed a material breach of the Contract.
- f) in connection with the performance of the Contract, it shall endeavour to minimise its environmental impact, respect sustainability or circular economy opportunities and, where possible and appropriate, implement new or significantly improved products, services or processes; it shall require this commitment from its subcontractors.

#### IV.

##### Conditions of performance of the subject of the contract

- 1) The Parties declare that they will perform their obligations in a proper and timely manner. The Seller shall hand over the Item with the necessary professional care in accordance with this Agreement, the applicable laws and regulations and technical and other standards directly or indirectly applicable to the handing over of the Item.
- 2) **Requirements for installation or assembly of the case**
  - a) The Seller undertakes to carry out in particular
    1. installation of the item, i.e. its installation at the place of handover and connection to sources, in particular to electrical and fibre optic distribution, water distribution, demineralised water, gas, industrial gases, heat, cold or air-conditioning systems, as well as the functional interconnection with other items or other equipment of the purchaser, if the full operation of the item is conditional upon such connection or interconnection, or  
  
the assembly of the item, i.e. in particular the assembly of the item from individual components, its settling, or attachment to vertical or horizontal structures, connection to sources, in particular to electrical and optical distribution, water distribution, demineralised water, gas, technical gases, heat, cold or air conditioning, as well as the mutual functional connection with other items or other equipment of the buyer, if the full operation of the item is conditional on such connection or interconnection,
    2. installing and programming the software of the item so that the item can reliably fulfil its purpose.
  - b) The Seller undertakes to consult with the Buyer on the proposal for the connection of the Item to the resources as well as on the proposal for the functional interconnection of the Item with other items or other equipment of the Buyer within the meaning of the preceding paragraph (***hereinafter also referred to as the "Connection Proposal"***). The Seller shall submit the Connection Proposal to the Buyer within a timeframe allowing for the timely fulfilment of the obligation to hand over the Item. The Seller shall not, prior to the approval of the Connection Proposal by the Purchaser, perform those obligations under the Contract where this would or might create a conflict with the approved Connection Proposal.
- 3) **Testing and verification of correct functionality**

The Seller undertakes to test and verify the correct functionality of the item, or its adjustment, revision, including the submission of evidence of the professional competence of the person who performed the adjustment or revision, as well as other acts and activities necessary for the item to reliably fulfil its purpose.
- 4) **Demonstration of the ability of the item to reliably serve its purpose**
  - a) The Seller undertakes to demonstrate to the Buyer that the item is fit for its purpose (***hereinafter referred to as "demonstration of fitness"***). The demonstration of fitness consists of putting the item into full operation.



- b) As part of the demonstration of capability, the Seller shall verify compliance with the individual specifications and requirements for quality, workmanship, and other characteristics, which are set out in particular in Annex 1 to the Contract.

#### 5) Training of the operator of the thing

- a) The Seller undertakes to train the Buyer's employees (or other persons invited by the Buyer). For the purposes of this contract, training means familiarisation of the Buyer's employees with the operation of the item, in particular with the technical and operating conditions, general instructions for occupational health and safety and fire protection and any other requirements arising from the relevant legislation.
- b) The Seller undertakes to carry out the training within 1 (in words: one) working day (from 8:00 to 16:00), unless otherwise agreed between the Seller and the Buyer. The Seller shall carry out the training at the Buyer's request, **no later than 30 (in words: thirty) days** after the acceptance of the item.
- c) The Seller undertakes to provide training in Czech or English.
- d) The seller undertakes to carry out the training at the place of handover.

#### 6) Tests, certificates and declarations of conformity

The Seller undertakes to procure and hand over to the Buyer on the date of handing over all certificates, attestations and declarations of conformity of the item with the requirements of the relevant legislation or technical standards.

#### 7) Subcontractors (sub-suppliers) of the Seller

- a) At the request of the Buyer, the Seller undertakes to submit a written list of subcontractors whom it intends to entrust with the performance of part of the obligations under this Agreement without delay, but no later than 3 (in words: three) working days after notification of such request.
- b) The Buyer reserves the right to approve the participation of individual subcontractors of the Seller in the performance of part of the obligations under this Agreement. However, the Seller shall be responsible for the performance of such subcontractor's obligations as if it were performing them itself.
- c) The Seller undertakes to bind the subcontractors in contracts with any subcontractors to perform the obligations to which it has committed itself in this Contract to the extent that the subcontractor will perform those obligations.
- d) The Seller shall be entitled to change the subcontractors with which it has demonstrated qualification in the tender procedure for the public contract only with the prior written consent of the Buyer. The new subcontractor must possess qualifications at least to the same extent as those demonstrated by the original subcontractor on behalf of the Seller. At the request of the Buyer, the Seller shall be obliged to provide documents proving the qualifications of the new subcontractor.
- e) Failure of the Seller to comply with its obligations under this paragraph shall be deemed a material breach of contract.

#### 8) Liability for damages

- a) If, in connection with the performance of the obligations under this contract, if the Seller directly and proximately causes damage to the Buyer or third parties due to Seller's negligent omission, negligence, failure to materially comply with obligations arising from the relevant legal regulations, technical or other standards, or material breach of Seller's obligations under this contract or other reasons, the Seller is obliged to monetarily compensate for any direct, but not any incidental, consequential, indirect or punitive, damages from the foregoing without undue delay by restoring the previous state, and if this is not possible, to compensate in money. All costs associated with these damages shall be borne by the Seller, provided that the Seller's liability for damages under this contract shall not exceed a maximum value of double the purchase price.



- b) The Seller shall also be liable for damages caused by the activities of those who perform obligations for it under this Agreement as its employees, subcontractors or otherwise, subject to the same provisions set forth in Section 8.a).

## V.

### Handing over and taking over the item

#### 1) Handing over the item to the buyer

- a) The item is handed over to the buyer by demonstration of fitness.
- b) The Seller shall notify the Buyer's contact person in writing that it has fulfilled all obligations under Article III(3)(a) through (g) of this Agreement and shall also invite the Buyer in writing to attend the demonstration of competence and to cooperate in the handover. The invitation according to the previous sentence must be delivered to the Buyer **at least 3 (three) working days** before the date of the demonstration. If the seller fails to comply with this obligation, the buyer is entitled to refuse the demonstration of competence on the proposed date.
- c) The buyer is entitled to invite other persons whose participation is deemed necessary, in particular future users of the item, to demonstrate their competence.

#### 2) Deadline for handing over the item

The Seller shall deliver the item to the buyer **no earlier than February 15, 2026, and no later than 12 weeks from the date of signing the contract**. The Contract shall enter into force on the date of its publication in the Contract Register.

#### 3) Place of surrender

- a) The item will be handed over to the buyer at the following address: Department of Chemistry, Faculty of Science, Masaryk University, Bohunice University Campus, Kamenice 753/5, 625 00 Brno, Pavilion A08, room to be specified upon delivery.
- b) The Seller shall be given access to the place of handover no later than **3 (in words: three) working days** from the date of delivery of his written request to the Buyer's contact person, unless otherwise agreed.
- c) The Seller will be granted access to the place of handover every working day between **8:00 a.m. and 4:00 p.m.** The Buyer shall be entitled to adjust the time during which the Seller is granted access to the place of delivery by written instruction to the Seller in the event of his operational needs.

#### 4) Acceptance of the item by the buyer

- a) Acceptance of the item takes place at the same time as its handover.
- b) The buyer is not obliged to take over a thing that has defects, even if these defects, alone or in combination with others, do not prevent the proper use of the thing or do not substantially limit its use. If the buyer does not take possession of the thing for these reasons, it shall be regarded as if it had not been handed over by the seller. The seller is in default of the time limit for handing over the goods, with all the consequences that this entails.
- c) Upon acceptance of the complete item, the ownership of the item as well as the risk of damage is transferred to the buyer to the item.

#### 5) Delivery note

Handover and acceptance of the goods will be confirmed by the Buyer on the delivery note.

#### 6) Waste removal and disposal; final cleaning

The Seller undertakes to

- a) remove all waste, especially packaging and materials used in the performance of the obligation to hand over the item, in accordance with the relevant provisions of Act No. 541/2020 Coll., on Waste, and other



legal regulations. The Seller will remove the packaging material but will not dispose it. Should the buyer require disposal, the seller can arrange it through a third party with a fee that the buyer will be responsible for.

- b) to carry out the final cleaning, including the restoration of all surfaces affected by the fulfilment of the obligation to hand over the item under this contract to its original condition, no later than the date of signing the handover protocol.

## VI.

### Purchase price and payment terms

- 1) The purchase price for fulfilling the Seller's obligations under this Agreement is determined on the basis of the Seller's bid submitted in the tender procedure for the public contract and amounts to **USD 167,414.75,- (in words: one hundred and sixty seven thousands, four hundreds and fourteen and seventy five US dollars)** without value added tax (**hereinafter referred to as "VAT"**) The Seller is entitled to add VAT to the purchase price in the amount determined in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended, (**hereinafter referred to as "VAT Act"**), as of the date of the taxable performance (**hereinafter referred to as "TAD"**).
- 2) The purchase price is a maximum price that cannot be exceeded. The Seller declares that the Purchase Price includes its entire necessary costs of supplies and services required for the proper and timely performance of its obligations under this Agreement, including all related costs, taking into account all risks and influences that may be contemplated during the performance of its obligations under this Agreement. The Seller further declares that the Purchase Price is fixed taking into account the development of prices in the industry, including the development of the exchange rate of the Czech currency against foreign currencies until the fulfilment of the obligations under this contract.
- 3) The seller assumes the risk of change of circumstances within the meaning of § 1765 (2) CC.
- 4) **Right to payment of the purchase price**
  - a) The right to payment of the purchase price arises upon acceptance, as long as the installation document is reviewed and signed off.
  - b) The Buyer undertakes to pay an advance payment amounting to 50% of the Purchase Price based on a proforma invoice, which the Seller is entitled to issue prior to shipment.
- 5) **Payment of the purchase price**
  - a) The purchase price will be paid on the basis of a duly issued tax document (**hereinafter also referred to as "invoice"**) issued by the Seller after the delivery of the subject of the contract. This final invoice shall take into account the advance payments already made.
  - b) The invoice will be delivered to the buyer **within 3 (in words: three) working days** from the date of receipt of the item.
  - c) The invoice is due **30 (in words: thirty) days** from the date of its delivery to the buyer.
  - d) The purchase price will be paid by the Buyer by wire transfer to the Seller's bank account specified in Article I, paragraph 2) of the Contract. If the Seller specifies a different bank account on the invoice, it shall be deemed to request payment to the bank account specified on the invoice. The Buyer's monetary obligation shall be deemed to be fulfilled on the date on which the amount due is debited from the Buyer's bank account to the Seller's bank account.
- 6) **Particulars of the invoice**

The invoice shall comply with all legal and contractual requirements, in particular

  - a) the requirements of a tax document pursuant to § 26 et seq. of the ITA,
  - b) the requirements of a tax document set out in Act No. 563/1991 Coll., on Accounting, as amended,
  - c) an indication of the due date and



d) the bank details of the seller.

The Buyer reserves the right to return the invoice to the Seller without payment if it does not meet the required requirements. In this case, the invoice due date will be interrupted and a new **30-day (in words: thirty days)** due date will start upon receipt of the corrected invoice. In this case, the Buyer shall not be in default in the payment of the relevant invoice amount.

7) 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 authorised to carry out an inspection of the seller or buyer, the seller shall bear all consequences arising from this.

8) In the event that

- a) the payment of the purchase price is to be made in whole or in part by wire transfer to an account held by a payment service provider outside the country within the meaning of Section 109(2)(b) of the VAT Act, or that
- b) the seller's bank account number specified in this contract or on the invoice will not be published in a manner allowing remote access within the meaning of Section 109(2)(c) of the VAT Act,

the buyer is entitled to pay to the seller only that part of the monetary obligation resulting from the invoice which corresponds to the amount of the VAT base, and then to pay the remaining part directly to the tax administrator in accordance with Section 109a of the VAT Act. If the seller becomes an unreliable taxpayer within the meaning of Section 106a of the VAT Act, this paragraph shall apply mutatis mutandis.

## VII.

### Rights from defective performance

- 1) A thing is defective if it does not conform to the contract. The parties agree that the item shall conform to the contract and that the rights arising from defective performance may be exercised during the agreed warranty period. For the avoidance of doubt, the parties expressly stipulate that any defects that the goods have, including, but not limited to, any defects that may be claimed during the warranty period, regardless of whether they arose before or after the buyer took delivery of the goods, even in the case of obvious defects or when the buyer should or could have discovered them.
- 2) The buyer's rights from defective performance are based on the defect that the item has at the time of its delivery, at the time between the delivery of the item and the beginning of the warranty period or within the warranty period.
- 3) If the item does not correspond to this contract, the buyer has the right to:
  - a) the removal of the defect by delivery of a new item without defects, unless this is unreasonable in view of the nature of the defect; if the defect concerns only a part of the item, the buyer may only demand replacement of the part,
  - b) removal of the defect by repairing the item, if the defect can be removed by repair,
  - c) remedy the defect by supplying the missing part of the item or, if more than one item was to be delivered under the contract, by supplying the missing item,
  - d) a reasonable discount on the purchase price,
  - e) withdrawal from the contract.

The Buyer is entitled to choose and exercise any of the above rights at his/her discretion, or to choose and exercise a combination of these rights.

### 4) Quality guarantee

- a) The parties agree that the item will be in conformity with this contract for the agreed warranty period.
- b) The warranty period shall be **12 months**; if a longer warranty period is stated for the item or part thereof in the warranty certificate or other warranty declaration, this longer warranty period shall apply. The warranty



period shall not run for the period during which the buyer has been unable to use the item due to the defect. The seller shall have obligations arising from defective performance at least to the extent that the obligations arising from defective performance of the manufacturer of the item continue.

c) The warranty period starts from the date of receipt of the complete item by the buyer.

5) **Claims for defects in the warranty period**

a) The buyer may exercise the rights from defective performance during the warranty period with the seller at any time after the defect has been detected, by notification (*hereinafter also referred to as "claim"*) delivered to the Seller's contact person. Even a claim sent by the Buyer on the last day of the warranty period shall be deemed to be timely filed.

b) In the complaint, the buyer shall state at least:

1. a description of the defect or information about how the defect manifests itself,
2. what rights it claims in relation to the defect.

If the buyer does not specify what rights he claims in connection with the defect of the thing, it is considered that he demands the repair of the thing or the delivery of a new thing without defects, if the defect of the thing cannot be removed by repair.

c) **Time limit for the removal of defects**

1. The Seller undertakes to diagnose any claimed defects without undue delay, but in no event later than **within 5 (in words: five) working days** from the date of receipt of the written complaint, specifying the defect, when such written complaint which has been fully acknowledged in writing by one member of the Seller's staff, unless otherwise agreed in writing between the Seller and the Buyer. The correction of a defect which has been verified by the Seller is dictated by the type of defect.

2. The Seller undertakes to remove the claimed defects in accordance with the Buyer's claimed right without delay, but no later than **within 5 (in words: five) working days** without the use of spare parts and from the date the instrument failure is diagnosed and **within 14 (in words: fourteen) working days from the date the spare parts are delivered to the buyer's premises and the instrument failure is diagnosed** if spare parts are used from the date of commencement of the removal of defects, unless otherwise agreed between the Seller and the Buyer.

d) The parties undertake to provide each other with all necessary assistance in the removal of defects in the goods so that the defects are properly and timely removed. In particular, the Seller shall:

1. in the event of a defect being rectified by delivery of a new item, deliver the new item to the same address where the replaced item was delivered to the Buyer; and
2. to take over the item, the defect of which is to be removed by repair, for repair at the place where it was handed over to the buyer, and, after the repair has been carried out, hand over the repaired item to the buyer again at that place.

Acceptance of the item for removal of defects and subsequent handover of the item after removal of defects will always take place **on working days during working hours from 8:00 a.m. to 4:00 p.m.**, unless otherwise agreed between the Seller and the Buyer.

e) **Warranty service**

1. During the warranty period, the Seller is obliged to carry out all service operations free of charge, the performance of which conditions the validity of the warranty. The dates of the service operations will be determined according to the operational possibilities of the buyer.
2. The Seller is obliged to provide the Buyer with free professional application support for the lifetime of the item.

6) The exercise of the rights under this Article by the Buyer, as well as the performance of the corresponding obligations of the Seller, shall not be conditional upon or otherwise connected with the provision of any additional



payment by the Buyer to the Seller or any other person; the Buyer shall also be entitled to reimbursement of costs reasonably incurred in exercising these rights. This shall not apply to the provisions of the following paragraph.

- 7) In the event that the Seller fails to remove the defect within the time limit according to this article or if the Seller refuses to remove the defect, the Buyer is entitled to remove the defect at his own expense and the Seller is obliged to reimburse the Buyer for the costs incurred to remove the defect **within 10 (in words: ten) days** from the date of their written application with the Seller. If this occurs the seller reserves the right to fully exonerate themselves from its **warranty** or service contract obligations towards the buyer.
- 8) **Buyer's rights arising from defective performance after the end of the warranty period; post-warranty service**
  - a) The Seller is obliged to provide, at the written request of the Buyer, after-warranty service for a minimum of **5 (in words: five) years** from the date of expiry of the last day of the warranty period, for a fee. The price of one hour of after-warranty service shall not exceed **USD 5000** (in words: five thousands US dollars). The Seller is entitled to add VAT to the price of one hour of after-sales service in the amount determined in accordance with the VAT Act, in addition to the VAT.
  - b) The Seller undertakes to provide after-warranty service under the same conditions as agreed in this contract for warranty service, including contractual penalties.
  - c) The provision of after-warranty service by the Seller is not agreed as exclusive. The Buyer reserves the right to secure after-sales service from third parties without any penalty from the Seller; however, the Seller reserves the right to exonerate themselves from after warranty service.

## VIII.

### Contractual penalties

- 1) In the event of the Seller's delay to hand over the goods **after 12 weeks** following order acceptance by the Seller, other than due to a force majeure event, the Seller will pay the Buyer a contractual fee of **zero point zero five percent (0.05%)** of the purchase price including VAT for each day of delay, not to exceed **ten percent (10%)** of the amount received by or due to Seller for the amount of the delayed order.
- 2) If the buyer defaults on the payment of the invoice within the agreed period, the seller is entitled to demand the Buyer to pay default interest of **0.05%** (in words: zero-point five percent) on the amount due for each and every day of delay.
- 3) Contractual penalties shall become payable on the day following the day on which they are due.
- 4) The Seller shall not be obliged to pay the Buyer a contractual penalty for delay in the performance of the obligations secured by the contractual penalty for the duration of extraordinary, unforeseeable and insurmountable obstacles arising independently of the Seller's will within the meaning of Section 2913 (2) CC (hereinafter referred to as "Force Majeure"). The Seller shall inform the Buyer of the occurrence of Force Majeure without delay. The existence of Force Majeure shall be proved by the Seller and confirmed by the Buyer. Without the Buyer's confirmation, Force Majeure cannot be referred to.
- 5) The Seller acknowledges that a breach of the Seller's obligations under this Contract shall also be deemed to be a breach of the Seller's obligations under this Contract if the Seller provides false information, documents or declarations (e.g. regarding conflicts of interest or EU sanctions) in the tender submitted for the Public Contract and such breach may result in withdrawal from the Contract by the Buyer, the imposition of sanctions by public authorities, or other damage to the Buyer which may exceed the purchase price.

## IX.

### Extinction of liabilities

- 1) The obligations created by this contract may be terminated in particular by performance, agreement of the parties or withdrawal from the contract.
- 2) The seller is entitled to withdraw from the contract in the event of a material breach of contract by the buyer.



- 3) The buyer is entitled to withdraw from the contract
  - a) in the event of even a minor breach of contract by the seller,
  - b) without undue delay after the seller's conduct shows beyond doubt that he is in material breach of the contract and if he fails to give reasonable security at the buyer's request,
  - c) in the event of a decision on the seller's bankruptcy pursuant to § 136 of Act No. 182/2006 Coll., on bankruptcy and methods of its resolution (Insolvency Act), as amended,
  - d) in the event that the seller has provided information in the tender submitted for the procurement procedure or submitted documents which are not factually correct, and which have affected or may have affected the outcome of this procurement procedure.
- 4) The Parties agree that a material breach of the contract shall also be deemed to be, in addition to the cases expressly mentioned, a breach of an obligation of a Party of which the Party knew or should have known at the time of conclusion of the contract that the other Party would not have concluded the contract if it had foreseen such breach.
- 5) Withdrawal from the contract must be made in writing, otherwise it is invalid.

## X.

### Amendments and changes to the contract; Contact persons

- 1) This Agreement may be amended or supplemented only by written continuously numbered amendments.
- 2) If either Party submits a draft amendment, the other Party shall be obliged to comment on such draft **within 15 (in words: fifteen) days** from the day following the delivery of the draft amendment.
- 3) Only that which is quoted or to which is added "unless otherwise agreed between the seller and the buyer" may also be agreed orally by the parties. The persons entitled to such an agreement shall be deemed to be for the Parties shall include their contact persons.
- 4) **Contact persons of the contracting parties**

The contact persons of the Parties referred to in this Agreement are authorised to

- a) to conduct communications between the Parties, in particular to send and receive notices and other communications pursuant to this Agreement, and
- b) to act for the Parties in matters expressly entrusted to them by this Agreement.

Any other or additional person may act as a contact person for a Party within the scope of this paragraph, namely upon written notice of the Party's other or additional contact person delivered to the other Party.

## XI.

### Final arrangements

- 1) Unless otherwise agreed by the Parties in this Contract, the rights and obligations of the Parties, in particular the rights and obligations not regulated or expressly excluded by this Contract, shall be governed by the relevant provisions of the Civil Code and other legal regulations in force on the date of conclusion of this Contract. The Parties have expressly agreed, that in the particulars not specifically covered by this Contract, the INCOTERMS 2020 DAP condition shall apply to the Seller, which is a legal entity established in another Member State of the European Union, and the INCOTERMS 2020 DAP condition shall apply to a legal entity established outside the European Union.
- 2) The parties agree that the contract may only be concluded in writing. The written form shall not be deemed exchange of e-mail or other electronic messages for this purpose. The Parties may object to the invalidity of an amendment to this Agreement on grounds of breach of form at any time, even after it has been commenced commencement of performance.



3) The following annexes to the contract form an integral part of the contract:

a) **Annex No. 1 - Technical specification of the item**

The Parties agree that in the event of discrepancies or contradictions, the provisions of Articles I to XI of the Contract shall prevail over the provisions of the Annex to the Contract.

- 4) The Seller is entitled to transfer its rights and obligations under this contract to a third party only with the prior written consent of the Buyer. § Section 1879 CC shall not apply.
- 5) The buyer is entitled to transfer his rights and obligations under this contract to a third party.
- 6) The Seller undertakes, on the terms and conditions set out in this Contract, in accordance with the Buyer's instructions and using all reasonable care, to:
- a) to archive for at least 15 years from the date of validity of this Agreement all documents produced in connection with the performance of this Agreement and to allow the Buyer access to such archived documents at any time during this period; the Buyer shall be entitled to take over the aforementioned documents free of charge after the expiry of ten years from the date of acceptance of the item from the Seller; if a legal regulation provides for a longer archiving period for any document, the Seller shall be obliged to comply with such legal regulation;
  - b) as a person liable under Section 2(e) of Act No. 320/2001 Coll, on financial control in public administration, as amended, to cooperate in the performance of financial control, inter alia. as audit authority and paying and certifying authority, authorised audit bodies, financial authorities, bodies of the European Commission, the European Court of Auditors and the European Anti-Fraud Office, public prosecutors, the Supreme Audit Office, the Office for the Protection of Competition and other bodies authorised to carry out audits by the relevant legislation, to enter the places where the obligations under this contract will be performed and to have access to information and documents produced in connection with the performance of the obligations under this contract, including access to information and documents that are subject to protection under special legislation (e.g. trade secrets, classified information), provided that the requirements of the relevant legislation are met. The Seller shall provide the above-mentioned authorities with the following assistance during the checks carried out;
  - c) in contracts with its subcontractors, to allow the inspection authorities referred to in the preceding paragraph to inspect the seller's subcontractors to the extent specified in the preceding paragraph.
- 7) The Seller undertakes to keep a copy of the contract in the version in which it was concluded, including any amendments.
- 8) If any provision of the Contract becomes invalid or ineffective, this shall not affect the other provisions of the Contract, which shall remain valid and effective. In such a case, the Parties undertake by agreement to replace the invalid or ineffective provision with a valid and effective provision which best corresponds to the originally intended purpose of the invalid or ineffective provision.
- 9) The parties undertake to resolve any disagreements by agreement. If no agreement can be reached between them, the matter shall be resolved by the court of competent jurisdiction in accordance with Act No. 99/1963 Coll., Code of Civil Procedure, as amended, namely the court of local jurisdiction in whose district the purchaser is located.
- 10) This contract contains a complete statement of the subject matter of the contract and of all the particulars which the parties had and intended to agree 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 conclusion of this contract shall be construed contrary to the express provisions of this contract and shall not create any obligation on the part of either party.
- 11) This contract will be published in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts.
- 12) The Parties undertake to resolve any disagreements by agreement. Only if no agreement can be reached between them, all disputes or claims arising out of or in connection with this contract, including disputes relating



to its validity, breach, termination or nullity, shall be finally settled under the Rules of Arbitration (Vienna Rules) of the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber by one arbitrator appointed in accordance with the said Rules. In such cases, the language of negotiation shall be English and the governing law shall be the law governing this Agreement.

- 13) The parties confirm that they have read this contract before signing it and that they agree with its contents. They affix their signatures in proof thereof.

In Brno on



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**prof. RNDr. Luděk Bláha, Ph.D.**  
Dean  
for the buyer



VP/GM,  
for the seller



**Annex No.1 Technical specification of the item**

**Peptide synthesizer**

**Equipment description and its use**

A peptide synthesizer for fully automated solid-phase peptide synthesis (SPPS). The instrument will enable the parallel synthesis of multiple peptides from the first coupling to peptide cleavage off the resin. Heating the reaction vessel will allow for expedited peptide synthesis and high crude yields of challenging sequences.

The delivery includes complete, new, unused and fully functional equipment.

Parameter	Parameter offered by supplier
Producer	Protein Technologies, Inc.
Type/Model	<b>CHR-6RV-IHEAT</b> PurePep® Chorus Automated 6 Channel, Solid-Phase, Peptide/Bio-Organic Synthesizer (110/230VAC, 50/60Hz) with induction heating on all channels. Includes embedded computer, detachable external tablet, PurePep® Chorus Windows® software, cables and connectors, 4" ventilation duct elbow, 1X 20L waste container, 1X 8L stainless steel solvent bottle, 7X 1L and 2X 0.5L pressure rated safety-coated glass solvent bottles, solvent containment tray, 12X 50mL conical centrifuge tubes, 1X 100 pack AA filters, 1X 100 pack solvent bottle filters, 12X 10mL plastic RVs, and 6X each of 10mL, 25mL and 40mL glass RVs. Standard one-year warranty.

Minimal required technical parameters	Technical parameters offered by the supplier*																								
Ability to synthesize at least six peptides at the same time (parallel, not consecutive) in closed reaction vessels	<b>YES – 6 peptides</b>																								
Reaction vessel heating (via microwave, induction, or infra-red light)	<b>YES – induction heating</b>																								
The possibility to use reusable glass or durable plastic vessels of different volumes appropriate for the synthesis scale	<b>YES –</b> <table border="0"> <tr> <td>PPS-R10-030</td> <td>10 mL Reaction Vessel, Disp</td> </tr> <tr> <td>PPS-R10-090</td> <td>10 mL Reaction Vessel, Disp</td> </tr> <tr> <td></td> <td>10 YES –</td> </tr> <tr> <td></td> <td>PPS-R10-030 10 mL R</td> </tr> <tr> <td></td> <td>PPS-R10-090 10 mL R</td> </tr> <tr> <td></td> <td>PPS-R10-180 10 mL R</td> </tr> <tr> <td></td> <td>PPS-R45-030 45 mL R</td> </tr> <tr> <td></td> <td>PPS-R45-090 45 mL R</td> </tr> <tr> <td></td> <td>PPS-R45-180 45 mL R</td> </tr> <tr> <td></td> <td>TPS-GRV10-1 10 mL R</td> </tr> <tr> <td></td> <td>TPS-GRV10-10 10 mL R</td> </tr> <tr> <td></td> <td>TPS-GRV40-1 40 mL R</td> </tr> </table>	PPS-R10-030	10 mL Reaction Vessel, Disp	PPS-R10-090	10 mL Reaction Vessel, Disp		10 YES –		PPS-R10-030 10 mL R		PPS-R10-090 10 mL R		PPS-R10-180 10 mL R		PPS-R45-030 45 mL R		PPS-R45-090 45 mL R		PPS-R45-180 45 mL R		TPS-GRV10-1 10 mL R		TPS-GRV10-10 10 mL R		TPS-GRV40-1 40 mL R
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	TPS-GRV40-1 40 mL R																								



Minimal required technical parameters	Technical parameters offered by the supplier*
	<p>TPS-GRV40-10 40 mL Reaction Vessel, Glass, 10 pk</p> <p>PPX-FGRV10-1 RV Glass, Frosted, 10ML, Induction Heat</p> <p>PPX-FGRV10-6 6 pack, RV Glass, Frosted, 10ML, Induction Heat</p> <p>PPX-FGRV25-1 RV Glass, Frosted, 25ML, Induction Heat</p> <p>PPX-FGRV25-6 6 pack, RV Glass, Frosted, 25ML, Induction Heat</p> <p>PPX-FGRV40-1 RV Glass, Frosted, 40ML, Induction Heat</p> <p>PPX-FGRV40-6 6 pack, RV Glass, Frosted, 40ML, Induction Heat</p> <p>TPS-GRV180 45 mL Reaction Vessel, Disposable, 180 pk</p> <p>PPS-R45-030 45 mL Reaction Vessel, Disposable, 30 pk</p> <p>PPS-R45-090 45 mL Reaction Vessel, Disposable, 90 pk</p> <p>PPS-R45-180 45 mL Reaction Vessel, Disposable, 180 pk</p> <p>TPS-GRV10-1 10 mL Reaction Vessel, Glass, 1pk</p> <p>TPS-GRV10-10 10 mL Reaction Vessel, Glass, 10 pk</p> <p>TPS-GRV40-1 40 mL Reaction Vessel, Glass, 1 pk</p> <p>TPS-GRV40-10 40 mL Reaction Vessel, Glass, 10 pk</p> <p>PPX-FGRV10-1 RV Glass, Frosted, 10ML, Induction Heat</p> <p>PPX-FGRV10-6 6 pack, RV Glass, Frosted, 10ML, Induction Heat</p> <p>PPX-FGRV25-1 RV Glass, Frosted, 25ML, Induction Heat</p> <p>PPX-FGRV25-6 6 pack, RV Glass, Frosted, 25ML, Induction Heat</p> <p>PPX-FGRV40-1 RV Glass, Frosted, 40ML, Induction Heat</p> <p>PPX-FGRV40-6 6 pack, RV Glass, Frosted, 40ML, Induction Heat</p>
Minimum scale range of 5 µmol–1 mmol in each reaction vessel	<i>YES - 5 µmol–1 mmol in each reaction vessel</i>
A fluidic system preventing cross-contamination between individual lines and vessels	<i>YES – PurePep™ pathway inside – proprietary microfluidics that minimize cross-contamination, dead volumes, and reagent carryover.</i>
The possibility to connect at least 8 solvent containers and at least 27 amino acid containers	<i>YES - 8 solvents (1 to 4 L each standard, larger vessels available) and 27 amino acid bottles</i>
The possibility of reagent pre-activation	<i>YES - in situ and pre-activation</i>
The possibility of adding the entire contents of amino acid containers to selected reaction vessels without priming to minimize the waste of expensive non-native amino acids or other building blocks	<i>YES - A user may assign amino acids to be delivered via prime-free Single-Shot™ additions in order to save precious or expensive reagents</i>



Minimal required technical parameters	Technical parameters offered by the supplier*
<p>Timed deliveries or fixed loop measurements to deliver precise liquid volumes</p>	<p><i>YES - Bottle positions 1 – 4 are intended for solvents, and volumes are measured out by timed deliveries. These positions are appropriate for the primary and secondary wash solvents, deprotect and capping reagent. Bottle positions 5 – 7 are intended for reagents that have a requirement for a specific stoichiometry when combined, and can precisely measure volumes in 250, 500 and 1000 µL aliquots using a metering loop. These positions are appropriate for coupling solutions. Bottle position 8 is specifically intended for the delivery of cleavage solution.</i></p>
<p>The possibility to select the agitation method of reaction vessel contents: nitrogen bubbling or shaking</p>	<p><i>YES - Within reaction vessels, efficient mixing is achieved with nitrogen bubbling, alone or in combination with shaker mixing.</i></p>
<p>Fully automated and programmable on-board cleavage of peptides off the resin without manual intervention</p>	<p><i>YES - The software can perform automated cleavage immediately after a synthesis is complete or at a time requested by the user.</i></p>
<p>Robust tubing able to withstand trifluoroacetic acid</p>	<p><i>YES - Btl 8 or CLEAV: Safety-coated glass bottle (1 to 4L) of cleavage reagent for cleavage of the peptide from the resin after synthesis is complete. This position is specifically designed to handle the caustic TFA cleavage solution as well as all the internal lines.</i></p>
<p>Control software on a dedicated computer</p>	<p><i>YES - PurePep Chorus has an internal computer that operates PurePep Chorus core instrument software and an external computer containing the user interface.</i></p>
<p>Safety features including automated sequence termination and resin rinsing in case of an error, email or SMS notifications in case of an error</p>	<p><i>YES - email notifications can be selected for Error, On Notification Step, and for Cycle Progress.</i></p>
<p>Starter kit containing at least all 20 canonical amino acids (Fmoc-AA-OH with side-chain protection; min. 25 mmol), Rink amide resin (0.1 mmol), Gly-loaded Wang resin (0.1 mmol), HCTU activator (100 g), all required vessels and vials, and quality control samples</p>	<p><i>YES - PurePep® Chorus start-up and QC peptide kits, 20X 5mmol and 20X 20mmol natural amino acid prepacks, 0.1mmol Rink Amide Resin, 0.1mmol Fmoc-L-Gly Wang Resin, 100g HCTU, 30 each of disposable 10mL and 45mL reaction vessels, 1X 400mL AA bottle, 1X AA single shot vessel, 1X 6-position reaction vessel prep station, and 1X 6-position universal power strip, and QC peptide kit (27X 5mmol pre-pack AAs, 6X 120ml AA bottles, 6X 10ml plastic RVs, 6X 50mL collect vials).</i></p>
<p><b>Minimum requirements for future expansion of the device with additional modules and functions:</b></p>	



Minimal required technical parameters	Technical parameters offered by the supplier*
Real-time UV monitoring of reaction solutions in each vessel for optimization of deprotection steps	<b>YES -</b> <i>real-time UV monitoring on two or more vessels.</i>

*\*The supplier shall indicate YES/NO and complete the required information. If the Supplier adds NO to the Minimum Required Technical Parameters, this shall be grounds for disqualification of the Bidder from further participation in the procurement process. The Supplier shall be required to attach its own technical specification or its own description of the equipment to this Technical Specification.*