



## **PURCHASE CONTRACT**

*041 1002 /PB/2015*

### **I. CONTRACTING PARTIES:**

<b>BUYER:</b>	<b>PALACKÝ UNIVERSITY IN OLOMOUC</b>
Office:	Křížkovského 8, 771 47 Olomouc
Rector:	Mgr. Jaroslav Miller, M.A., Ph.D.
Person authorized to act in technical matters:	doc. RNDr. Petr Bednář, Ph.D.
Ident. no.:	61989592
Tax Ident. no.:	CZ61989592
Bank contact:	Komerční banka, a.s. Branch in Olomouc, Czech Republic
	Account no.: 19-1096330227/0100

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

**and**

<b>SELLER:</b>	<b>SunChrom GmbH</b>
Office:	Industriestr. 27, 61381 Friedrichsdorf, Germany
Registration in Companies Register:	HRB 3654 Bad Homburg, Germany
Statutory body:	Dipl. Chem. Cr. Günes Barka
Person authorized to act in contractual matters:	Mr. Ralph Olmann
Person authorized to act in technical matters:	Dr. Günes Barka, Dr. Dominic Bäumlisberger
Tax Ident. no.:	DE114212607
Bank contact:	Commerzbank Bad Homburg, Germany,
Account no.:	IBAN DE30 5008 0000 0728 4305 00
	BIC: DRES DE FF

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

are closing on the bellow stated day, month and year according to provision of Section 2079 of the Act no. 89/2012 Coll., Civil Code, as amended this purchase contract (hereinafter referred to as "Contract").

The Buyer and the Seller enter into this Contract due to the fact that the Seller's bid for delivery of the subject of performance hereof has been selected by the Buyer as the best bid in the tender called „Fraction collector – MALDI spotter“ prior to entering into this Contract.

### **II. Subject of the fulfillment**

1. The Seller undertakes, under this contract, to deliver to the Buyer 1 (one) SunCollect System together with all the accessories (hereinafter referred to as the "Goods") and the technical specifications mentioned in the Seller's offer No. 2015-440101 dated 12.01.2015 that is an integral part of this contract as its Annex No. 1. The seller is not entitled to deliver goods in larger quantity as

stated in § 2093 Civil Code. Both parties to this contract agreed that the application of provision § 2099(2) Civil Code be excluded and thus will not apply.

2. The Seller hereby undertakes to surrender the Goods specified in Annex no. 1 to this Contract to the Buyer and allow him to acquire title to it, to carry out the installation of the goods, provide the training to the staff in the place of delivery, provide the warranty service under the conditions stipulated by this contract.

3. The Buyer agrees to take over the Goods and pay the seller the purchase price in the way and on the day agreed in this Contract.

4. The Seller declares pursuant to Section 2103 Civil Code, that the Goods is without any faults or defects.

5. The Goods shall be fully functional without any additional costs or expenditures necessary to be paid by the Buyer.

### **III. Term and place of delivery**

1. The Seller undertakes to deliver the goods to the place of delivery within 60 days from the date of signing the purchase contract by both parties.

**2. Place of delivery:** Faculty of Science of UP in Olomouc, Regional Centre of Advanced Technologies and Materials, Research Division: Nanotechnology in Analytical Chemistry (Department of Analytical Chemistry), Šlechtitelů 11, 78371 Olomouc, Czech Republic. **Person authorised to take over the delivery on the basis of a handover protocol: Doc. RNDr. Petr Bednář, Ph.D., or a person authorised by him to take over the goods.**

3. Both parties agreed, that Section 2129 and Section 2127 Civil Code on self-help sale will be excluded and thus shall not be applicable in the case of delay in take-over of the Goods by the Buyer.

### **IV. Purchase price**

1. The purchase price is set by an agreement of the contracting parties under Act 526/1990 Coll., on Prices, as amended. The Buyer undertakes to pay to the Seller for the goods supplied under this contract the purchase price of EUR 30.627,00 without VAT.

2. The purchase price covers all the costs related to the supply of the goods (in particular the transport to the place of delivery, insurance, customs duties, fees, licence fees and copyrights, installation and arranging for training) as well as profit of the seller connected with the delivery.

3. The purchase price is set as a fixed price, the highest acceptable and maximal, covering all the costs related to the supply of the goods.

4. The seller takes the responsibility for the fact, that the VAT rate at the time of invoicing is stipulated in compliance with the legislation.

### **V. Payment terms**

1. The payment for the supply will be made on the basis of a due tax document (invoice) containing all relevant particulars, within a maturity date of 30 days following the day of its delivery to the Buyer. The invoice will be issued by the Seller not sooner than after delivery of the goods, after its right and full installation, delivering the documents required by law, relevant documentation and instruction to use, staff-training in the place of installation. The document on a due fulfillment of obligations by the Seller specified in the preceding sentence is a dated handover protocol signed by authorized persons of both contracting parties.

2. The invoice issued by the Seller must include all tax document prerequisites in accordance with Act No. 235/2004 Coll. on value added tax as amended and the prerequisites of a commercial deed

pursuant to Section 435 of the Civil Code as well as identification of the contract, on the basis of which the fulfilment has been provided. The Seller shall affix the invoice with the stamp and signature of the person authorised to issue the invoice and with the project name and registration number, including number of this Contract.

3. If the invoice issued by the Seller does not contain any of the obligatory particulars or if the Seller incorrectly invoices the price or the VAT, the Buyer is entitled to return such invoice to the Seller before the expiration of its maturity date for the correction, stating the reason of its returning. The Seller shall correct it by issuing a new invoice. The initial maturity date stops running on the day of sending the incorrect invoice to the Seller and a new maturity day starts running on the day of the delivery a new invoice to the Buyer.

4. The contracting parties agree that the obligation to pay the purchase price is fulfilled on the day when the given sum is sent from the Buyer's account to the Seller's account given above in this contract.

5. The Seller declares, that he takes the risk of Clausula rebus sic standibus pursuant to Section 1765(2) of the Civil Code and Section 1765(1) and Section 1766 of the Civil Code is excluded and thus inapplicable.

## **VI. The Seller's responsibility for defects**

1. The Seller provides to the Buyer a warranty for the quality of the Goods according to § 2113 and follow. Civil Code within the period of 12 months since the day of signing the protocol according to article V(1) of this contract. The warranty period starts running on the day of putting the device into a full operation documented by the signature of the handover protocol by both contracting parties.

2. Seller guarantees warranty as well as post-warranty service, promptness of service in the warranty period free of charge within 3 workdays following the day of reporting the defect, unless agreed otherwise in a written form by persons authorized by the contracting parties in technical matters. During the guaranty period, the respective defects shall be removed within 15 calendar days at the latest after the day of the start of the defect removal unless otherwise agreed in writing by persons authorized by contracting parties for technical matters. The seller is obliged to provide repairs in the place of delivery. Shall that be technically impossible, the seller shall take over the device in order to repair it after signing a written record stating suggested procedure agreed by the person authorised to act in technical matters for the contracting person. The contracting parties have agreed that § 2110 Civil Code shall not apply. The buyer is entitled to withdraw from the contract for the defects or to require the delivery of new goods irrespective of the fact that the goods might be returned to the seller or possibly return the goods in the quality as it was received by the buyer.

3. If any defects are found during the guaranty period, the Buyer is entitled to inform the Seller in a demonstrable way about the defects. The defects announced to the Seller during the guaranty period shall be removed by the Seller free of charge. VII. Contractual penalty

## **VII. Affirmation of commitment**

1. In the case of Seller's delay with delivery of any part of the Goods according to the period stated in the section III.(1) of this Contract, the Buyer will be entitled to a contractual penalty amounting 10,- EUR without VAT for each started day of the delay with its delivery.

2. The seller undertakes to pay to the buyer contractual penalty amounting to 10,- EUR without VAT for each starting day after the lapse of time for repair in the warranty period in compliance with this contract for each particular case.

3. The parties have agreed that arranging the contractual penalty pursuant to this Section does not affect the right of the Buyer for the compensation of the damages arisen from the breach of the duty strengthened in VI(1) of this Contract. That means that contractual parties have agreed on exclusion of application of Section 2050 Civil Code.

4. The maturity date of the charged contractual penalties is 30 days from the day of delivery of their written statement to the given contracting party and the day of payment means the day of debiting the contractual penalty from the account of the given contracting party to the account mentioned in the statement of the contractual penalty.

5. The Buyer is entitled to include the contractual penalties in the Seller's claim of the purchase price according to § 1982 and follow. Civil Code.

## VIII. Final provisions

1. The Buyer reserves the right to publish the contents of the concluded Purchase Contract.

2. The contracting parties expressly agreed that all the rights and obligations under this contract, as well as the rights and obligations arising from this contract, will be settled in accordance with the appropriate provisions of the code no. 89/2012 Coll., Civil Code.

3. The provisions of this contract are separable. If any part of an obligation under this contract is or becomes invalid or non-enforceable, this shall not affect the validity and the enforcement of other obligations under this contract and the contracting parties undertake to replace such invalid or non-enforceable part of obligation with a new, valid and enforceable part of the obligation, the subject of which will correspond at the best to the subject of the original obligation. If the contract does not contain a provision which would be justifiable for the determination of the rights and obligations, the contracting parties will make all the efforts to implement such provision in the contract.

4. The contracting parties may modify or complete this contract only in the form of written amendments numbered in the increasing order, expressly declared as amendments to this contract and signed by the authorized representatives of the contracting parties.

5. The Buyer is entitled in accordance with § 2001 Civil Code to withdraw from this contract for its substantial breach by the Seller; the substantial breach means:

- the delay of the contractually determined term of delivery of the subject of the contract by more than 20 days,
- a failure to observe the technical specifications of the goods mentioned in the Seller's offer.
- delay of the seller in repairing and removing the defects by more than 10 days.

The withdrawal from the contract shall be made in a written form and becomes effective on the day of the delivery of the written notice to the other contracting party.

6. The Seller is not entitled to cede his rights and obligations under this contract to a third person without the Buyer's approval.

7. This Purchase Contract becomes effective on the day of its signature by both contracting parties.

8. This Purchase Contract is made in five copies considered as originals, signed by the authorized representatives of the contracting parties; the Buyer will obtain three copies and the Seller will obtain two copies.

9. The following Annexes form an integral part of this Purchase Contract:

Annex 1 – Seller's offer No. 2015-440101 dated 12.01.2015

In Olomouc, on 24. 2......2015

UNIVERZITA PALACKÉHO v OLOMOUCI  
rektorát  
Křížkovského 8, 771 47 Olomouc

prof. Mgr. Jaroslav Miller, M.A., Ph.D.  
rector

In Friedrichsdorf, Germany, on 16.02.2015

**Sunchrom**  
Wissenschaftliche Geräte GmbH  
www.sunchrom.de  
Industriestr. 27.....  
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Mr. Ralph Ollmann Sales Manager  
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SunChrom GmbH, Industriestr. 27, 61381 Friedrichsdorf

Palacký University in Olomouc  
Department of Tenders  
(Oddělení veřejných zakázek)  
Křížkovského 8, 771 47 Olomouc  
Czech Republic  
Contact person: Mgr. Petra Barotová



**Quotation No. 2015-440101**

Date: 12.01.2015

Your ref.: Call to submit tenders  
Dated: 08.01.2015

„Fraction collector – MALDI spotter“

Customer No.:

Contact: R. Ollmann

Our ref.: RO

Dear Prof. Miller,

According to your enquiry, we are pleased to offer as following:

Item	Art.-No.	Description	Qty	Unit	Unit Price	Total Price	EUR
1	458-210.900	<b>SunCollect II System, consisting of:</b>	1	ea	22.400,00	22.400,00	EUR
1.1	458-210.100	Fraction collector / MALDI spotter - Simultaneous collection on a micro titer plate (MTP) and a MALDI target, optional. - Completely biocompatible, no metal parts - High precision that enables spots with a diameter of 300 µm and 1 nL volume - Needle speed (spot to spot) < 1 sec. - Option for quick drying of the spots - accepts 4 targets or 2 MTP - MALDI imaging and continuous collecting of eluates in lines instead of discrete spots	1	ea			
1.2	458-210.103	Syringe pump - dosing range from picoliters up to milliliters - Quick and easy change of the syringe - up to 2 syringes simultaneously - Perfect mixing of the eluate with the matrix - Autom./Manual control through SunCollect software	1	ea			
1.3	458-210.101	Control software - Controls up to 4 targets or 2 MTP - Easy programming of new target formats - Simultaneous control of SunCollect and the dosing pump - Separation of the targets in segments for more effective use - Straight forward and easy to learn	1	ea			
1.4	458-210.300	Housing for Fraction Collector / MALDI Spotter made of Aluminum, with Acrylic glass door and syringe pump support shelf.	1	ea			
2	458-PC002	Data Acquisition System for SunCollect system, consisting of Dell Notebook, Mouse, and connection cables, installed and tested.	1	ea	1.087,00	1.087,00	EUR

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Commerzbank Bad Homburg  
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IBAN: DE30 50080000 0728430500  
SWIFT: DRES DE FF

3	458-210.106	Spray option for MALDI imaging - Incl. spray needle - 2 x 2.5 mL special glass syringe with metal flange, Plastic coating and PTFE seal for perfect mixing of two different liquids - Oil free compressor - Necessary tubing and small parts for installation - Incl. spray test on glass with CHCA	1	ea	4.990,00	4.990,00	EUR
4	458-100.700	Delivery, installation, one-day training at your premises (for max. 3 persons)	1	ea	2.150,00	2.150,00	EUR
<b>Total Amount Net</b>						<b>30.627,00</b>	<b>EUR</b>

**Prices:**

The indicated unit prices are based on ex-works.

**Time of Delivery/Installation:**

Within 60 days after receipt of your purchase order.

The installation date should be confirmed at least 14 days before date of installation by email or fax.

**Required space in your laboratory:**

The SunCollect System requires a space in your laboratory of approx. 1 meter on your desk / work bench.

**Validity of prices:**

The quotation is valid until the 31.12.2015

**Payment:**

30 days net after date of invoice

**Warranty and service:**

2 years, except consumables, light sources, glass parts and damages caused by rough handling.

We hope our quotation meet your requirements and will find your approval to place this order.

If you have any further question, please do not hesitate to contact us.

Ralph Ollmann

SunChrom GmbH



E.&O.E.