



PURCHASE CONTRACT No.: 223/OVZ/PJ/2021

I. CONTRACTING PARTIES:

BUYER: **PALACKÝ UNIVERSITY OLOMOUC**
a public college established by Act No. 111/1998 Coll., on Higher Education Institutions and on Amendments to Certain Acts (Higher Education Act), as amended
Office: Křížkovského 511/8, 771 47 Olomouc, Czech Republic
Rector: prof. MUDr. Martin Procházka, Ph.D.
Person authorized to act
in technical matters: [REDACTED]

Ident. no.: 619 89 592
Tax Ident. no.: CZ 619 89 592
Bank contact: [REDACTED]
Republic [REDACTED]
Account no.: [REDACTED]
(hereinafter referred to as "Buyer")

and

SELLER: **Phenospex B. V.**
Office: Jan Campertstraat 11, 6416 SG, Heerlen,
the Netherlands
Registration in Companies Register: 54212677 (NL)
Statutory body: Atarea Holding UG (Aachen, Germany)
Person authorized to act.
in contractual matters: [REDACTED]
Person authorized to act:
in technical matters: [REDACTED]
Ident. no.: 54212677 (NL)
Tax Ident. no.: NL 851216456B01
Bank contact: [REDACTED]
Account no.: [REDACTED]
(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 (hereinafter referred to as "Civil Code") 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 „**Independent small-scale solution for plant phenotyping**“ prior to entering into this Contract.

II. Subject of the fulfillment

1. The Seller undertakes, under this Contract, to deliver to the Buyer independent small-scale solution for plant phenotyping (hereinafter referred to as the "Goods") and in accordance with the technical specifications mentioned in the Seller's offer dated 17-09-2021, 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 Section 2093 Civil Code. Both parties to this Contract agreed that the application of provision Section 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, and to 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. Part of the delivery of the subject of the Contract is transport and delivery of legal documents.
5. The Seller declares pursuant to Section 2103 Civil Code, that the Goods is without any faults or defects.
6. 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 Goods to the place of delivery, including the delivery of all legal documents to the Goods, no later than 150 calendar days after the effective date of this Contract.
2. Place of delivery: Faculty of Science, Laboratory of Growth Regulators, Palacký University & Institute of Experimental Botany AS CR, Šlechtitelů 241/27, 783 71 Olomouc, Czech Republic. Person authorised to take over the delivery on the basis of a handover protocol: [REDACTED], or a person authorised by him to take over the Goods.
3. Both parties agreed, that Section 2126 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 **43.157,00 EUR (without VAT)**.
2. The purchase price is set as fixed price, the highest acceptable and maximal, covering 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, delivery of all legal documents to the goods, the warranty service) as well as profit of the Seller connected with the delivery.

A change in the purchase price is only possible and only on the assumption that changes in value added tax rates will occur after the conclusion of this Contract.

3. 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, delivering the documents required by law, relevant documentation and instruction to use. 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 fulfillment has been provided. The Seller shall affix the invoice with the stamp and signature of the person authorised to issue the invoice and with 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 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 date 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 shall ensure proper and timely fulfillment of financial obligations to its subcontractors, where proper and timely fulfillment is considered full payment of invoices issued by the subcontractor for performances provided to the seller to fulfill obligations under the Contract, always no later than 30 days after receiving payment from the Buyer for specific performance (if the due date of the invoice issued by the subcontractor has not occurred before). The Seller undertakes to transfer the same obligation to other levels of the supply chain and to oblige its subcontractors to fulfill and spread this obligation also to lower levels of the supply chain. The Buyer is entitled to request the submission of documents on payments made to subcontractors and contracts concluded between the Seller and subcontractors. Failure to fulfill the obligations of the Seller under this agreement of the Contract is considered a material breach of Contract with the possibility of withdrawal by the Buyer from this Contract. Withdrawal from this Contract is in such a case effective by delivery of a written notice of withdrawal from the Contract to the other party.

VI. The Seller's responsibility for defects

1. The Seller provides to the Buyer a warranty for the quality of the Goods according to Section 2113 and following of the Civil Code within the period of 12 months since the day of signing of the protocol according to article V.(1) of this Contract.

2. During the guaranty period, the respective defects shall be removed within 60 calendar days at the latest after the day of the start of the defect notification (by email, letter form, fax), unless otherwise agreed in writing by persons authorized by contracting parties for technical matters. The seller upon the agreeing the suggested procedure, signs the protocol together with the person authorized in technical matters for the buyer, shall take over the defective part of the Goods for repair. The contracting parties have agreed that Section 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. The Seller undertakes to perform the free of charge full service of the Goods delivered in the details of this Contract for the entire duration of the warranty period. The costs of performing the full-service warranty of delivered Goods are part of the purchase price.

VII. Contractual penalty

1. In the case of Seller's delay with delivery of any part of the Goods according to the period stated in the article III.(1) of this Contract, the Buyer will be entitled to a contractual penalty amounting 0,2% of the purchase price in EUR without VAT for each started day of the delay with its delivery. The maximum applicable penalty shall be 20 % of the whole contract price.

2. The seller undertakes to pay to the Buyer contractual penalty amounting to 40 EUR 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 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.

4. The Buyer is entitled to include the contractual penalties in the Seller's claim of the purchase price according to Section 1982 and following of the Civil Code. The Buyer and the Seller's claims are canceled in the amount in which they are covered, and these effects occur at the moment when the Buyer delivers a statement of netting to the Seller.

VIII. Final provisions

1. The Buyer reserves the right to publish the contents of the concluded Contract and its annexes.

2. Seller is a person obliged to cooperate in performing financial control within the meaning of Section 2(e) of Act No. 320/2001 Coll., on Financial Control in Public Administration, as

amended. This obligation is extended to Sellers subcontractors, participating on fulfilling the subject of this Contract.

3. 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 Civil Code and the Czech law.

4. 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.

5. 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 signed by the authorized representatives of the contracting parties.

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

6.1 the delay of the contractually determined term of delivery of the subject of the Contract by more than 10 days,

6.2 a failure to observe the technical specifications of the Goods mentioned in the Seller's offer,

6.3 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.

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

8. As regards the delivery of shipments relating to the performance of this Contract sent by the Seller with the use of the postal service operator, Section 573 of the Civil Code does not apply.

9. The Seller acknowledges that this Contract, including all its Annexes, is subject to mandatory disclosure pursuant to Act No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts, the Publication of such Contracts and the Register of Contracts, as amended.

10. This Contract shall enter into force on the date of its signature by the last party to this Contract and is effective on the date of publication of this Contract by the Buyer in the register of contracts pursuant to Act No. 340/2015 Coll., On the Special Conditions for the Effectiveness of Certain Contracts, the Publishing of such Contracts and the Register of Contracts, as amended.

11. Items listed in the Annex 1 of this Contract will be provided with mandatory publicity by Buyer.

12. This Purchase Contract is signed electronically.

13. Seller guarantees promptness of service in the warranty period, ie. travel to the place of installation, conducting detection of defects and discussing the necessary service operations with person authorized by the Buyer to act in technical matters, during warranty period no later than within 10 working days from the day of report of the defect, by visit from service technician. During the warranty period, the respective defects shall be removed within 30 working 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 to act in technical matters. The Seller is obliged to provide repairs in the place of delivery, shall that be technically impossible, Seller shall take over the „faulty part“ of the Goods in order to repair it after signing a written protocol, 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 therefore entitled to withdraw from the Contract for defects or demand the delivery of new Goods, regardless of whether he can return the Goods, or return them in the condition in which they were received.

14. The Seller undertakes to ensure the legal employment of persons in the performance of this Contract and to 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 labor and wage regulations. The Seller is obliged to ensure compliance with the requirements of this provision of the contract with its subcontractors. Failure to fulfill the obligations of the Seller under this agreement of this Contract is considered a material breach of Contract with the possibility of withdrawal by the Buyer from this Contract. Withdrawal from this Contract is in such a case effective by delivery of a written notice of withdrawal from the Contract to the other contractual party.

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

Annex 1 – Seller's offer dated 17-09-2021

In Olomouc 15.10.2021

In Heerlen (NL), 12.10.2021

.....
prof. MUDr. Martin Procházka, Ph.D.
rector



Phenospex B.V. / Jan Campertstraat 11 / 6416 SG Heerlen / The Netherlands

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www.phenospex.com

VAT: NL851216456B01
COC: 54212677

Heerlen, 17 September 2021

Documentnumber: P214558.002

Dear

Subject: Subject of fulfillment / System capabilities

Herewith we wish to inform you of the system capabilities as requested in the tender "Independent small-scale solution for plant phenotyping" on page 2 of the tender.

1. The area that can be scanned is 40cm x 40cm x 40cm.
2. Tray cell dimensions can be adjusted from 1mm x 1mm cell size up to 400mm x 400mm cell size. Tray types of various heights can be used.
3. We provide the following 3D plant morphological parameters:
 - a. Plant height
 - b. Plant height maximum
 - c. Leaf area 3D
 - d. Leaf area 2D (Projected leaf area)
 - e. Digital biomass
 - f. Leaf angle
 - g. Leaf inclination
 - h. Leaf area index
 - i. Light penetration index

These are analyzed on the 3D file automatically by the software and output as numerical values for the plant(s). The 3D files can also be downloaded from our software as Stanford .PLY files. This is an open format without restrictions from our end. There are open-source software packages that can read our files without problems.

4. We provide the 3D files with RGB/NIR values per 3D point of the whole area or only the plants. These can be used to generate 2D images as described on our support pages.
5. A barcode reader is included for plant tray identification
6. We provide such measures, furthermore we also provide hue, PSRI, NPCI, Greenness.
 - a. Plants are automatically analyzed on a per plant basis without further intervention after initial experiment setup.
 - b. Plants are automatically recognized after using the included barcode reader and the corresponding tray or singular plants are placed in the correct spatial position. The plant growth (dynamics and color features) can be viewed in our software with multiple tools in our HortControl software.
 - c. This is included as a standard functionality in our software. After initial correct experiment setup, plants are recorded and analyzed on

an individual level. To each plant you can attach the following metadata:

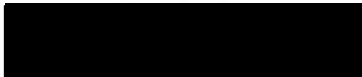
- Genotype
- Treatment

This metadata can then be used to group and filter plants in the numerical analysis.

- d. The software allows the export of the following file types:
 - Images of graphs as .png files
 - 3D Stanford .ply raw
 - 3D Stanford .ply segmented and triangulated
 - 3D Stanford .ply per individual plant
 - All 3D files come with RGB/NIR values per 3D point or triangle
- e. An unlimited runtime of the license is included
- f. Updates are installed for 1 year at least. If the Phenospex support team deems it necessary to upgrade the system to ensure successful use, it will be upgraded free of charge after that time-period. Support is included for 1 year which can be expanded after that or done on a per-hour basis.

If you would have any further need for clarification or remarks, please call or email us.

Kind regards,



Phenospec B.V. / Jan Campertstraat 11 / 6416 SG Heerlen / The Netherlands

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www.phenospec.com

VAT: NL851216456B01
COC: 54212677

OFFER MicroScan

Heerlen 17 September 2021,

Project number: P214558

Quote number: P214558.001

Dear

Thank you for your interest in our technology, please find attached our quote reflecting the requirements described in the tender document received named "Independent small-scale solution for plant phenotyping".

Feel free to contact me if you have any questions. I look forward to working together with you in the future.

Yours sincerely,

Project number:P214558

Quote number:P214558.001

Pos. Code	Description	Units	Unit price EUR	Amount EUR
MS_1.0: MicroScan				
1 822	- 1x PlantEye F500 - Lightweight frame - Transport case	1,00	39.500,00	39.500,00
HC_1Y_L: HortControl Low Throughput 1 Year License				
2 920	- Updates during contract period - 20 hours of support during contract period - Unlimited runtime	1,00	3.500,00	3.500,00
BC_HR: USB Barcode Reader Handheld				
3 999	- USB 2.0 handheld barcode reader for manual sample identification in TraitFinder and MicroScan - Requires an own Laptop	1,00	157,00	157,00
Shipping and handling cost				
4 950	- Shipment to: Faculty of Science,Laboratory of Growth Regulators Palacký University & Institute of Experimental Botany AS CR Šlechtitelů 241/27, 783 71 Olomouc, Czech Republic	1,00	500,00	500,00
Discount				
5 698		1,00	-500,00	-500,00
Total EUR				43.157,00

Quotation Conditions

Validity	30 days from the date of this offer
Pricing	in Euro (€) excl. VAT
Term of delivery	CPT (Incoterms 2020)
Delivery time	150 days after valid order entry
Payment terms	30 days net
Payment conditions	100% after delivery

Technical specification

Spectral sensitivity	465 – 940 nm
Spectral bands	4 (Red, Green, Blue, Near-Infrared)
Temperature control	Laser
	LED arrays
	Internal cameras
	Internals thermally decoupled from environment
Weight	8.3 kg
Dimensions	440 x 210 x 99 mm
Input / Output	Digital enable signal
	External synchronization input
	RS232 / RS485
	4 Channel Flash TTL Output
Nominal scan speed	35 mm/s
Operating temperature range	-10...50 °C
Humidity	0 - 100% rel. (non-condensing)
Laser class	1M
Power requirements	24 VDC nominal
	Min. 10 VDC – Max. 36 VDC
Power consumption	Max. 50 W (at 24 V nominal power)
Protection class	IP 65
Connectivity	Ethernet 1 Gbit
Minimum scan distance	400 mm
Maximum scan distance	1500 mm
Minimum scan width	350 mm
Maximum scan width	1050 mm
X Resolution	2,8 px / mm to 0,7 px / mm
Z Resolution	8,6 px / mm to 1 px / mm
Y Resolution	Movement speed dependent