



UNIVERZITA PALACKÉHO V OLOMOUCI  
Křížkovského 8  
771 47 Olomouc  
ID: 61989592 VAT No.: CZ61989592

**Purchase Order No.: 4516000182 Date of 05/02/2019**

**Invoicing Address**

Univerzita Palackého v Olomouci  
Lékařská fakulta  
Hněvotínská 3  
771 00 Olomouc  
IBAN:  
SWIFT:

**Vendor:**

HighRes Biosolutions, Inc.  
102 Cherry Hill Drive  
01915 Beverly, MA  
USA

**Ship to address:**

UMTM- Lékařská fakulta  
Hněvotínská 5  
779 00 Olomouc  
Czech Republic

Vendor No.: 24298

Disposed:

Phone No.:

E-mail

**Delivery date is 28 days after the effective date**

Please state our purchase order number on your invoice

Currency of order: **USD**

Text	Qty	Total Price
Preventative Maintenance Visit	1.000 PC	36,777.30

Based on Offer no. 2018-4741 we are ordering:

Product: Triple MicroStar Preventative Maintenance Visit  
Quantity: 1

**TOTAL price: 36 777,30 USD.**

Total order value:

36,777.30

**Further contractual arrangements:**

1. Persons acting on behalf of the Purchaser and the Supplier declare that they are entitled to pertinent legal acts on behalf of the respective contracting party under this contractual relationship.
2. In the event of delay in delivery of ordered performance on part of the Supplier, the Purchaser is entitled ipso jure to withdraw from this order due to the fact the Purchaser has no interest in delayed performance.
3. The Supplier acknowledges that the Purchaser is obliged to publish contracts with the price/value of the subject of over 50 000,- CZK without VAT, including offers and their acceptances in the Register of Contracts according to Act no. 340/2015 Coll., On Special Conditions of Effect of Certain Contracts, Publication of these Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended. The Supplier can verify the publication of the contract on the website <https://smlouvy.gov.cz>, and if the supplier provides its e-mail address, he will be informed about the publication in a message. This contract comes into effect and it is possible to perform according to its terms only after the publication of the contract in the Register of Contracts.
4. The Supplier declares that this order and its appendices do not include data, which are subject to trade secret or any confidential information or statements, whose publication would result in an unauthorized interference with the rights and obligations of the Supplier, its representatives or employees. Nevertheless, in the event that the publication of the contract results in an unauthorized interference with the rights and obligations of the Supplier, its representatives or employees, the Supplier is responsible for the harm caused to him and its own representatives or employees.

Palacký University in Olomouc is a public higher education institution in accordance with Act No. 111/1998 Sb. and it isn't write in business register.



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5. The contractual parameters set by this order cannot be changed in other form than in the form the offer and acceptance were made.  
6. The contract between the Purchaser and Supplier includes no arrangements which are not explicitly stated in this order and its appendices.  
7. Acceptance of the order by the Supplier with an addendum, reservation, limitation or other change, even though it does not substantially alter the terms of an order (offer), is excluded. 8. The above stated price is final, and includes all costs of the Supplier associated with the performance of the present order.

Authorised representative:



We confirm the acceptance of the order and we agree to the  
aforementioned conditions

Date of confirmation:

- 0 -05- 2019



Send the confirmed order immediately back.







## Quotation

Quote Number 2018-4741  
Terms Net 30 Days  
Date 2018-10-22  
Sales Person [REDACTED]  
Valid Until [REDACTED]  
Tax Info.

### Bill To

### Ship To

[REDACTED]  
Palacky University  
Trida Svobody 8  
Olomouc, 77126  
Czech Republic  
[REDACTED]

Palacky University  
Trida Svobody 8  
Olomouc, 77126  
Czech Republic

## Preventative Maintenance Visit

#	Qty.	Product	List Price	Unit Price	Ext. Price
1	1	Triple MicroStar Preventative Maintenance Visit  Preventative Maintenance for the MC207 TripleMicroStar System at Palacky, following schedule of services defined below:  General System Checks External Physical Assembly Docks (as applicable) Carts (as applicable) Static Carts/Positions Air Supply (as applicable) Pneumatic Re-Grip Station or PlateOrient (if fitted) Lid Hotel/Lid Valet (if fitted) Instrument(s)/Device(s)  Electrical Main Control Panel / Power Checks (as applicable) General Electrical Checks Barcode Reader Emergency Stop Circuit / Safety Systems  Robotics Gripper Fingers/Alignment/Levelling (as applicable) Locations Encoder Battery Replacement (if required)  Other System PC Maintenance Cellario Maintenance Post Maintenance Testing  On completion of the above schedule of services for the MicroStar system(s), you will be provided with a Maintenance Certificate showing areas of maintenance completed and any specific notes. Any parts identified as potential failure points will be identified to the customer and will be chargeable in addition to the normal preventative maintenance cost, if the customer wishes to repair the identified components.  Preventative Maintenance quotation includes labor and travel time for two engineers over 5 days (plus travel time) and general service consumables (i.e. greases, oils and other non hardware/electrical materials).  All other parts are excluded from this price and will be quoted as required. If parts are not available for replacement during the normal PM timescale (see above), a return visit maybe required which would be chargeable in addition to the normal Preventative Maintenance cost.  Travel and Expenses are excluded from this price and are shown below.	\$ 31,000.00	\$ 31,000.00	\$ 31,000.00
2	1	Travel and Expenses  Travel and Expenses are an estimate only based on costs at the time the quote is issued and has been based on the PM being carried out 21st - 25th Jan 2019.  The actual amount invoiced may vary if these costs have changed when the purchase order is received and the visit dates are confirmed with the customer	\$ 0.00	\$ 5,727.30	\$ 5,727.30



### Quotation Totals

Currency:	US Dollar
Subtotal:	\$ 36,727.30
Shipping Provider:	(none)
Shipping (Not Taxed):	\$ 50.00
Total:	\$ 36,777.30

#### Milestone Payments:

##### Systems [NanoCell and above]:

- 40% on Order Placement
- 20% on Major Hardware Received
- 20% on FAT Completion
- 20% on SAT Completion

##### Systems [ACells]

This category is for single ACell modules. Multiple ACell systems are moved in the NanoCell category.

- 50% on Order Placement
- 50% on SAT Completion

##### Upgrades/Service Visits

###### Under 20k:

- 100% on Job Completion

###### Over 20k:

- 50% on Order Placement
- 50% on Job Completion

##### Devices & Parts

###### Under 20k:

- 100% on Job Completion

###### Over 20k:

- 50% on Order Placement
- 50% on Job Completion

##### Service Contract [Systems and Devices]

- 100% on Order Placement

#### Terms and Conditions

If the customer wishes to apply Terms & Conditions clauses of which run counter to the terms in this proposal, then they need to be brought to the attention of HighRes Biosolutions so that any necessary adjustment to price and delivery can be assessed.

The Terms and Conditions shall be deemed to be attached and incorporated into any Purchase Orders (PO) between HighRes Biosolutions, Inc. (HighRes) and the Customer from the date of this Agreement forward. The Terms and Conditions set forth herein constitute an Agreement between HighRes and Customer and shall, unless specifically amended by written agreement signed by an authorized representative or agent of each party, govern the course of dealings between the parties as to all matters addressed herein. For purposes of executing amendments to these Terms and Conditions, [REDACTED] is the authorized representative of HighRes, and [REDACTED] is the authorized representative of Customer.

1. Confidentiality: All information furnished by HighRes to the customer shall at all times be subject to and governed by the terms and conditions set forth in the Mutual Nondisclosure Agreement dated [REDACTED], which agreement shall remain in full force and effect notwithstanding the execution of this Agreement.
2. Warranty: HighRes warrants that, except as hereafter provided, the product(s) identified on the quotation (i) shall be free of any defects in workmanship, materials and construction for the period of one year from the date of shipment and (ii) shall comply with all written specifications furnished by the customer and acknowledged by HighRes in writing. Exclusions: The following is not covered under this limited warranty: (i) Parts that are not manufactured by or under the guidance of HighRes, (ii) Devices furnished by the customer for integration onto a robotic cell (iii) Drawings provided for manufacturing by the customer, (iv) Defects or failures caused by unsuitable environmental conditions or alteration, modification, or repair of the product by any persons other than HighRes BioSolutions. Services and or materials provided to Customer under any separately purchased Services Agreement shall be governed by the terms and conditions set forth therein. Services and materials provided to Customer outside the scope of any separately purchased Services Agreement shall be subject to the following: HighRes warrants that it shall perform Maintenance Services and Professional Services in a professional and workmanlike manner, consistent with prevailing industry standards. HighRes' exclusive obligation and Customer's sole and exclusive remedy in relation to any breach of the warranty in this Section is limited to HighRes' re-performance of the applicable Services. Notwithstanding the foregoing, HighRes will have no liability under the Services Warranty unless it has received written notice from Customer of any non-compliance with the Services Warranty within ten (10) days from the date of discovery of such non-compliance. HighRes Biosolutions shall not be responsible for the recurrence of any defects which are caused by misuse, unsuitable environmental conditions or alteration, modification, or repair of the product by any persons other than HighRes BioSolutions. Custom software, Cellario and related device drivers are warranted to perform as intended for a period of sixty (60) days, unless otherwise agreed in writing. HighRes will have no liability under the Software Warranty unless it has received written notice from Customer of any defect within ten (10) days from the date of discovery of such defect. HighRes' exclusive obligations and Customer's exclusive remedy in relation to any reproducible breach of such Software Warranty are limited to the following, at HighRes' option: (a) repair of the Software (by way of patch, error correction or otherwise); (b) replacement of the Software, or any relevant part of the Software, with other software, products or parts of substantially equivalent functionality; and/or (c) return of the Licensed Products, along with a refund to Customer the applicable fees paid in relation to non-compliant Software or part thereof. HighRes Biosolutions will not be liable in relation to any non-compliance with the Software Warranty attributable to: (a) the use or operation of the Software other than in accordance with the terms of this Agreement, and the Documentation; (b) alterations, modifications, repairs or any other work done on or in relation to the Software by anyone other than HighRes or its agents; (c) incorrect configuration of or problems with the Customer's equipment, operating environment or other software; and (d) any other act or omission (whether accidental or deliberate) or other cause outside HighRes' control.
3. Payment Terms Payments shall be made in accordance with the payment schedule specified in the Quotation.
4. Transportation (for acceptance testing of systems): HighRes BioSolutions requires a Factory Acceptance and Site Acceptance Test to ensure the requirements set forth in the Functional Design Specification (FDS) are fulfilled. The factory acceptance will be held at HighRes facility in Woburn, MA. The customer will need to arrange (and pay for) their own travel accommodations. HighRes will be responsible for all cost of travel and arrangements for the site acceptance at the customer facility (unless the site acceptance is waived by the customer). HighRes BioSolutions reserves the right to choose the



- appropriate number of personnel to fulfill the commitments set forth in the FDS unless specified on the quotation.
5. Shipment of System – Title and Risk of Loss: Title to the product (other than licensed products) will vest in Customer upon delivery to Customer's facility. Risk of loss for said products will pass to Customer upon Customer's receipt at Customer's facility. In the event that Customer provided devices are required, Customer shall bear all costs of shipment of said devices to HighRes' facility. Customer shall also be responsible to pay the cost of any packaging of such third party devices for delivery to Customer as such cost will not be included in the HighRes quotation. The purchase price does not include any taxes (including any excise, sales, use, value added, withholding, and similar taxes), customs duties, tariffs or license fees (collectively, "Taxes"), and payments to HighRes are payable in full without reduction for any such Taxes. Customer shall be responsible for and shall indemnify HighRes for any Taxes actually paid by HighRes, based on payments to HighRes hereunder or on the use or possession by Customer and any Products or support or repair services, but excluding taxes based on HighRes' net income.
6. Facility Access (for system installations): The customer will supply HighRes BioSolutions with contractor access to their facility and grant access to all of the amenities needed to perform the job function as listed in the FDS. Customer shall provide such safety and security instruction as is reasonably required to enable HighRes employees and agents to safely and effectively complete the installation. HighRes is responsible for all necessary tools, parts or other materials needed to complete the installation at the customer facility.
7. Cancellation of System Order: Customer may cancel a system order only if HighRes is in material breach of the terms and conditions set forth herein and in the Purchase Order. Customer shall give thirty (30) days notice in writing specifically setting forth the claimed breach. In the event that HighRes Biosolutions does not undertake remedying the breach in a diligent manner within such thirty (30) day period, then the agreement shall be deemed terminated. Neither party shall seek to delay the performance of any aspect of this Agreement without good cause. In the event Customer seeks to delay the completion of delivery of the product in variance with the timeline set forth in the Quotation with or without good cause, in addition to any other available legal remedies, Customer agrees to promptly reimburse HighRes for all costs incurred due to such delay including but not limited to storage costs, shipping costs, financing carrying costs, and loss of work and/or opportunity incurred due either to allocation of HighRes manpower to the completion of this Agreement, or due to the inability of HighRes to utilize its manufacturing and testing facilities because of the presence of the product the completion or delivery of which has been delayed by Customer.
8. Breach: In case of a HighRes material breach of the limited warranty set forth herein, HighRes shall have 90 days from the receipt of written notice of such breach to remedy the defect or failure. If HighRes is unable to remedy the defect or failure within such time, HighRes shall, at its election and in its discretion, either replace the product(s) or refund the purchase price.
9. Arbitration: Any controversy that cannot be so resolved arising out of the performance or interpretation of this Agreement shall be decided by arbitration held in Boston in accordance with the Rules of the American Arbitration Association which are in effect at the time of the arbitration. Within three (3) business days after notice by one party to the other of its demand for arbitration, which demand shall set forth the name of its arbitrator, the other party shall select its arbitrator and so notify the demanding party. Within three (3) business days thereafter the two arbitrators so selected shall select a third arbitrator and the decision of any two shall be binding upon the parties. In default of either party naming its arbitrator as aforesaid, the parties agree that the dispute shall be submitted to arbitrators chosen by the American Arbitration Association, upon application of either party, or in default of the selection of the third arbitrator as aforesaid, the American Arbitration Association shall designate such third arbitrator upon application of either party. The fees, costs and expenses of the arbitration, including reasonable attorney fees, shall be borne by the party against whom the arbitration is determined. Judgment upon the award may be entered in any court having jurisdiction thereof.
10. Overages: HighRes BioSolutions is not responsible for overages that were caused by changes implemented by the customer that deviate from the Functional Design Specification (FDS) drafted for the project after the date of this Agreement. Any overages worked on by HighRes either at the request of the customer or by alterations of the FDS by the Customer (that are above and beyond the FDS) will be billed to the customer on a time and material basis subject to the warranty provisions set forth in paragraph 2 above.
11. Shipment: The customer is responsible to ship and bear all cost for 3rd party devices to HighRes BioSolutions, Woburn MA that are listed in this proposal as "furnished by the customer". HighRes will provide a shipping and handling rate for equipment shipments as part of the quotation for items that will ship to the customer location. Risk of loss shall remain with Customer until such 3rd party device is delivered to HighRes Biosolution premises. Once incorporated into the system, risk of loss of such third party device shall be governed by the provisions set forth in paragraph 5 above.
12. Delivery: Delivery dates specified herein are dependent upon the timely receipt from the customer of any payments due in accordance with the payment schedule as well as timely receipt of all data and materials required for the design and/or construction of the equipment and of all materials required for validation. HighRes BioSolutions shall not be liable for any delay or failure in delivery due, in whole or in part, to any cause or circumstance beyond its immediate control and without its fault, including, but not limited to, wars, acts of government authorities, embargoes, customs delays, strikes or other labor and transportation difficulties, fires, floods, difficulties in obtaining raw materials or supplies, accidents and abnormal conditions. Project acceptance constitutes a waiver of all claims for loss or damage due to delay.
13. Software: Cellario is a trademark of HighRes BioSolutions. Only compiled versions of Cellario will be supplied to clients unless specified otherwise in the quotation. The customer has no right to use the Cellario source code for internal or external distribution. HighRes grants to Customer a non-exclusive, non-transferrable license to use software provided within the scope of this Agreement and the attached Quotation for the operation and control of the Product at Customer's facility only.
14. Assignments: Customer may not assign any of its obligations, rights or remedies hereunder, in whole or in part, without the express written approval of HighRes Biosolutions; provided, however, that Customer shall have the right, upon written notice to HighRes Biosolutions, to assign its rights hereunder in their entirety, to an Affiliate or to an entity which results from the merger with, consolidation of, or sale of substantially all of Customer's assets, and further provided that such Affiliate or other entity is not a direct competitor of HighRes Biosolutions, and such proposed assignee agrees in writing (with a copy provided to HighRes Biosolutions) to assume any outstanding Customer obligations which may have been incurred hereunder prior to such transfer and to be bound by the provisions of this Agreement. For purposes of this Section, a merger, acquisition or change of control of Customer shall be deemed to be an assignment. Any attempted assignment in violation of this Section shall be void and of no force or effect. This section shall limit both a Party's right and ability to assign. Subject to the foregoing provisions of this paragraph, this Agreement shall inure to the benefit of the Parties and their permitted successors and assigns.
15. Limitation of Liability: HIGHRES BIOSOLUTIONS SHALL NOT BE LIABLE TO CUSTOMER UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR: (A) LOSS OF ACTUAL OR ANTICIPATED PROFIT, (B) LOSSES CAUSED BY BUSINESS INTERRUPTION, (C) LOSS OF GOODWILL OR REPUTATION, (D) LOSS OF OR CORRUPTION OF DATA, OR (E) ANY INDIRECT, PUNITIVE, EXEMPLARY, MULTIPLE, SPECIAL OR CONSEQUENTIAL COST, EXPENSE, LOSS OR DAMAGE, EVEN IF SUCH COST, EXPENSE, LOSS OR DAMAGE WAS REASONABLY FORESEEABLE OR MIGHT REASONABLY HAVE BEEN CONTEMPLATED BY THE PARTIES AND WHETHER ARISING FROM BREACH OF CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE. THE MAXIMUM LIABILITY OF HIGHRES BIOSOLUTIONS TO CUSTOMER OR CUSTOMER TO HIGHRES BIOSOLUTIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING FROM BREACH OF CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE SHALL NOT EXCEED THE AGGREGATE AMOUNT DUE AS SET FORTH IN THE PURCHASE ORDER UNDER WHICH SUCH BREACH OCCURRED PAID OR PAYABLE BY CUSTOMER TO HIGHRES BIOSOLUTIONS UNDER THIS AGREEMENT.
16. Non-Solicitation. During the Term of this Agreement and for one (1) year after termination of this Agreement for any reason, or one (1) year after SAT, whichever is later, each Party agrees that it will not: (a) solicit or induce, or attempt to solicit or induce, any employee or consultant, current or future, of the other Party (in each case, the "Employing Party," which term includes such Party's Affiliates) to leave the Employing Party for any reason whatsoever, or (b) hire any individual who was an employee or consultant of the Employing Party at any time during the Term of this Agreement, whether or not such individual was known to the Party prior to the Effective Date of this Agreement.
17. Entire Agreement. This Agreement forms the entire understanding of the parties in respect of the matters dealt with herein and supersedes all previous agreements, understandings and negotiations between them unless expressly incorporated herein. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely upon and shall have no remedy in respect of any statement, representation, warranty or understanding of any person unless expressly set out in this Agreement.
18. Governing Law and Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts USA, without regard to its conflicts of laws principles, and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. In interpreting this Agreement, the following rule shall apply: (i) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement; (ii) except as otherwise indicated, all references in this Agreement to "Sections," "Exhibits" and "Schedules" are intended to refer to Sections of this Agreement, and exhibits and schedules to this Agreement. (iii) whenever the context requires, the singular number shall include the plural, and vice versa, and the masculine gender shall include the



feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders; and (iv) the table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

20. Notices. All notices which are required to be given under this Agreement shall be in writing and sent, if to HighRes Biosolutions, to [REDACTED] 299 Washington Street, Woburn, MA, 01801, and to Customer [REDACTED] or to such other address as a Party may designate by notice given in accordance with this Section. Any such notice may be delivered personally, by overnight courier service or facsimile transmission and will be deemed to have been received: by hand delivery, at the time of delivery; by courier service, forty eight (48) hours after the date of mailing; and by facsimile transmission, immediately on transmission provided that the facsimile confirmation report shows that the facsimile transmission was successfully transmitted and provided such notice was sent during normal business hours according to the time zone of the intended recipient.

21. Press Releases and Advertisements: HighRes shall be permitted to use Customer's name and logo in sales and promotional materials and on its website so long as such use does not cast Customer in a negative light. HighRes shall seek written permission for each particular use of Customer's name and logo, which permission shall not be unreasonably withheld or delayed.

22. Third Party Supplied Devices: Customer warrants and represents that it has the legal right to use or allow to be incorporated in the product any Customer provided third party devices, and Customer will indemnify and hold HighRes harmless, including reasonable attorney fees from any claims asserted against HighRes on this basis.

23. HighRes Supplied Components and Software: HighRes warrants and represents that it has the legal right to license the use of Cellario and associated device drivers, and HighRes will indemnify and hold Customer harmless, including reasonable attorney fees from any claims asserted against Customer on this basis.

24. Indemnification Process: If either party seeks indemnification from the other under this Contract, it will promptly notify the indemnifying party of the basis for such claim of indemnification. In all cases, the notification must be made promptly or within such time as not to materially prejudice the rights of the indemnifying party to defend, settle, or otherwise resolve the dispute, otherwise the right to seek indemnification hereunder with respect to such claim or suit will irrevocably and irreversibly lapse. Once such notice of indemnification is made, the indemnifying party will have the right to control the conduct of the suit or proceeding, including settlement, at its expense and using counsel of its choice; provided, however, that no offer of settlement, settlement, or compromise will be binding on a party hereto without its prior consent (which consent will not be unreasonably delayed or withheld), unless such settlement fully releases such party without any liability, loss, cost, or obligation. A party seeking indemnification hereunder agrees to fully cooperate with the indemnifying party at the indemnifying party's expense for all out of pocket expenses with respect to any and all issues relating to the matter for which indemnification is sought.

Signed as a sealed instrument this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

HighRes Biosolutions, Inc.

By: \_\_\_\_\_

Customer

By: \_\_\_\_\_

#### Quotation Accepted By

Quote Number      2018-4741

Print Name      \_\_\_\_\_

Title      \_\_\_\_\_

Signature      \_\_\_\_\_

Date      \_\_\_\_\_