

# UNIVERZITA PALACKÉHO V OLOMOUCI Křížkovského 8

**771 47 Olomouc** 

ID: 61989592 VAT No.: CZ61989592

#### Purchase Order No.: 4516000533 Date of 13.1.2022

**Invoicing Address** 

Univerzita Palackého v Olomouci Lékařská fakulta Hněvotínská 3 Olomouc 771 00

**IBAN**: SWIFT:

Ship to address:

ÚMTM-LF, Univerzita Palackého v OL Hněvotínská 5 779 00 Olomouc Czech Republic

Vendor:

FUJIFILM Wako Chemicals USA 5405 Morehouse Dr., Ste 110 92121 San Diego, CA

USA

29820

Disposed: Phone No.:

Vendor No.:

E-mail

21 days after the effective date Delivery date is

Please state our purchase order number on your invoice

<u></u>		Currency of order:	USD
Text	Qty	Tota	al Price
Support and maintenance	1.000 PC	73,	136.00

We order from you according to price offer WA081221-11 from 8 December 2021:

Yokogawa CV7000- Support and Maintenance Price: 73 136,00 USD

Total order value:

73,136.00



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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.
- 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.

We confirm the acceptance of the order and we agree to the 18. 1. 2022 Signature and stamp

Send the confirmed order immediately back.

aforementioned conditions

Date of confirmation:



WAKO AUTOMATION

Quote Number:

WA081221-11

Quote Date:

8 December 2021

Institute of Molecular and Translational Medicine (IMTM)
Palacky University
Olomouc
Czech Republic

Yokogawa CV7000 Service Contract – 11 Months

Wako Automation Division Fujifilm Wako Chemicals USA Corp. 5405 Morehouse Dr., Ste 110 San Diego, CA 92121 USA



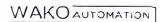


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### 1 WAKO AUTOMATION

- Wako Automation is a division Fujifilm Wako Chemicals USA Corp., a subsidiary of Fujifilm, a global group of companies in the photo imaging, medical systems, graphics systems and healthcare industries.
- Wako Automation has more than 10 years of automation experience and we know our customers are the experts when it comes to their specific assay design. Our philosophy is to present choices that enable the ideal platform for our customers specific requirements.
- Our goal is to insure a maximum of uptime for your equipment. While we provide prompt and professional service to repair your equipment, we believe that uptime is most likely to be achieved through preventative maintenance and proper operating procedures. This is why we include preventative maintenance as part of our program.

# 2 BACKGROUND CV7000 IMAGING SYSTEM

# 2.1 Yokogawa CV7000 System

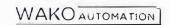
Drug discovery assays using live cells require high throughput to shorten the drug discovery period and increased accuracy through the detailed analysis of large amounts of cell data. If priority is given to image-capturing speed and a low power objective lens is used, images of a wide area can be taken, but

resolution will be reduced, making it difficult to observe detailed phenomena in the cells. The use of an objective lens with high magnification and a narrow field of view to observe detailed cell conditions requires an enormous number of images and can be time consuming. Drug discovery support systems may require both wide-view and high-resolution imaging. The CV7000 is the fastest live cell confocal system on the market and includes an optimized CSU-W1, its unique microlens-enhanced Nipkow spinning disk, specifically designed for the CV7000, providing the highest image quality available for a multiwell imager.



- Stage incubator for live cell imaging from hours to days.
- High sensitivity, wide view camera: sCMOS camera X3, 2560x2160 pixels, 16.6x14mm view area, 6.5micron pixel size, cooled to -20°C.
- Four (4) imaging modes (automated switching control)
   Confocal, Epifluorescence, Phase contrast, and bright field modes
- Automated dispenser for kinetic assays
- Objective lens: Max. 6 lenses (automated switching control)
- Water immersion lens system: Auto water supply & aspiration with water spill safeguard design





### 3 YOKOGAWA CV7000 SERVICE PLAN

This plan provides complete coverage for the proper maintenance and support of the Yokogawa CV7000 system installed at the location specified in Appendix A.

All parts, labor (normal business hours) and travel expenses during the effective dates of the plan are covered.

# 3.1 Included Coverage

#### 3.1.1 Parts

All non-consumable parts and supplies, including cameras, lasers, lenses and electronics are covered by this service plan.

#### 3.1.2 Labor

Labor for travel and service calls is included for repairs during normal working hours. Field service engineer will be on-site within 2 business days of the determined need for a service visit.

#### 3.1.3 Software Updates

Updates to the latest version of the control software are provided while the service contract is valid.

#### 3.1.4 New Plate Definitions

New plate definitions are provided during the valid dates of the service contract.

#### 3.1.5 Phone and Email Support

Unlimited phone support and on-site service requests are provided. Remote support is provided with the service contract.

#### 3.1.6 Preventative Maintenance

Preventive maintenance (PM) is provided with the service contract. One preventative maintenance trip per year is included (parts & labor)

# 3.2 Excluded Coverage

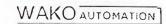
#### 3.2.1 Consumables

Tips, plates and reagents used with or in conjunction with the CV7000 are excluded from coverage under this plan.

#### 3.2.2 Improper usage

Damage due to usage outside the recommended operational parameters of temperature, humidity, dust and location is excluded from coverage. Damage resulting from movement of the system or relocation of the system without written agreement from Wako Automation is excluded. Movement or relocation of the system is specifically not covered in this agreement.



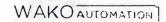


#### 3.2.3 Malicious Software Damage

Damage by malware and computer viruses is excluded.

### 3.2.4 Force Majeur

Damage due to, or arising from: fire, accident, acts of God, acts of public enemy, pandemic, war or labor dispute is excluded from coverage.



## **4 PREVENTIVE MAINTENANCE**

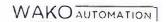
Preventive maintenance is important to keep the CV7000 system functioning properly. The preventive maintenance applies to both the imaging functions and hardware.

# 4.1 Preventive Maintenance - Imaging Functions

Inspection and readjustment of the mechanisms and optics to maintain optimum performance.

ltems	Contents	
Update of software	Measurement software updates released 2X/year	
Laser Power	Measurement and adjustment	
Optics	Measure and adjust pixel registration gap between	
	cameras	
	Shading check	
	Bright field check	
XY Stage	Measure repeat precision of XY stage	
Autofocus	Error curve test	
Dispenser droplet volume*1	Measure with a chemical balance	
Stage incubator	Measure temperature within the stage Confirm stability of CO <sub>2</sub>	
lncubator*1	Measure temperature at 3 locations within the stage by precision thermometer	
Horizontal placement check	Confirm XY-stage inclines using a level	
Plate registration *2	Register additional plate types	
Function check	Confirm software versions	
	Run a single plate operation to confirm normal function	





## 4.2 Preventive Maintenance - Hardware

Inspection of hardware, such as fan cleaning and utility supplies to prevent problems.

Items	Contents	
Inner cleaning	Inner dusting, and inner cleaning of the incubator	
External cleaning	Dusting of top roof and clean the fan	
Optical parts	Clean optical parts such as mirrors and lenses	
Wiring and tube	Connection check of all connectors	
Drives	Grease up, if necessary	
	Confirm coupling, positional sensors and limit sensors	
Air supply	Check tubing and joints	
Vacuum pickup	Filter cleaning	
Ionizer	Electrode cleaning	
Thermosensor	Confirm display values	
Humidity sensor	Confirm display value	
Exhaust fan	Confirm exhaust and exchange filter	
Halogen lamp	Confirm power output	
Workstation	Data cleaning of the hard disk	
Power source	Confirm voltage, PE conduction and earth leakage breaker	
Function check	Confirm software version	
	Run a single plate operation to confirm normal function	
Emergency stop	Confirm emergency stop operation	

# 4.3 Customer Responsibilities

The customer is responsible for providing all materials and supplies for testing (if required). This includes microtitre plates, reagents, wash fluids, etc. Customer is also responsible for providing access to normal labware such a pipettes and balances.

The customer is responsible for operating the equipment according to the procedures outlined in the user manual.

### 5 SERVICE CONTRACT PRICING

CV7000 Pro-Rated Service Contract pricing is offered for eleven (11) months (January 2022 – November 2022). Discounted pricing is based on purchase before the current service plan of the CV7000 has expired.

Item	Description	Price (USD)
1	Service Plan for CV7000 system, one (1) year starting from end of current plan coverage. Includes all parts and labor with two (2) PM visits. Response time of 48 hours from service request. On site within 3 business days.	\$88,650
2	Less Discount	-\$8,865
3	Service Plan - One (1) Year	\$79,785
4	Pro-Rated Service Plan for Eleven (11) Months	\$73,136

#### Note on Pro-Rated Service Plan

This is a special pro-rated service plan for eleven (11) months. This is an exceptional offer for IMTM.

#### **Platform Service Provision**

The CV7000 is now eight (8) years old. The manufacturer (Yokogawa) wants to continue support of the CV7000 customers. As some parts get older, supply of replacement parts becomes more of a challenge. To best serve the IMTM, the manufacturer (Yokogawa) will participate in service visits to IMTM to provide support.



### **6 TERMS AND CONDITIONS**

### 6.1 Service Contract Terms

This contract pricing is valid for the purchased term, starting with the expiration date of the contract or warranty. The contract includes two (2) PM visits, parts (except as noted), labor and travel costs for the CV7000 platforms described in Section 7. Fujifilm Wako Chemicals USA standard terms and conditions apply.

# 6.2 Payment and Invoicing

Prices are in USD (\$)
Prices do not include taxes or VAT.
Payment terms are net 30 days after receipt of purchase order.

## 6.3 Support Terms

Response time of 2 working days (48 hrs.) On site within 72 hours.

Wako Automation will subcontract support to factory trained engineers based in Germany. The German service team will be the first contact for support.

### 7 APPENDIX A

# 7.1 Equipment Location

Palacky University Institute of Molecular and Translational Medicine Hnevotinska 5, 77515 Olomouc, Czech Republic

Attention:
Phone:
E-mail:

# 7.2 Equipment Model

Yokogawa CV 7000 System Serial Number: KZM600006

# 7.3 Service Contract Term Current Contract (1 month)

Start Date:

1 December 2021

**Expiration Date:** 

31 December 2021

(11 Months)

#### **New Contract (11 months)**

Start Date:

1 January 2022

**Expiration Date:** 

30 November 2022